

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

- 1) Call to Order**
- 2) Invocation** – Pastor Cynthia Palmer, Grand Rapids First Church  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**  
From the July 17, 2023 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
- 9) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on this meeting’s agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. This is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Councilmembers and staff normally do not reply to public comments. Upon approaching the podium, please begin by providing your name and address. There is a 3-minute limit per person.*
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
  - a) Budget Amendment No. 4 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (General Fund)
  - b) Budget Amendment No. 5 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Major Street Fund)
  - c) Budget Amendment No. 6 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Local Street Fund)
  - d) Budget Amendment No. 7 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Parks and Recreation Fund)

- e) Budget Amendment No. 8 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Solid Waste Disposal Fund)
- f) Budget Amendment No. 9 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Community Development Block Grant Fund)
- g) Budget Amendment No. 10 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Indigent Defense Fund)
- h) Budget Amendment No. 11 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Federal Grants Fund)
- i) Budget Amendment No. 12 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Capital Improvement Fund)
- j) Budget Amendment No. 13 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Library Maintenance & Capital Fund)
- k) Budget Amendment No. 14 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (City Center Project Fund)
- l) Budget Amendment No. 15 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Sewer Fund)
- m) Budget Amendment No. 16 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Water Fund)
- n) Budget Amendment No. 17 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Motor Pool – Depreciation Reserve Fund)
- o) Budget Amendment No. 18 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and Other Encumbrances from the 2022-2023 Fiscal Year to the 2023-2024 Fiscal Year (Capital Projects Revolving Fund)

**14) Consent Agenda**

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

- a) To Set a Public Hearing to Establish an Industrial Development District for 2630 Remico Street SW in the City of Wyoming (August 21, 2023 at 7:01 p.m.)
- b) To Set a Public Hearing Regarding the 2023 Edward Byrne Memorial Justice Assistance Grant (August 21, 2023 at 7:02 p.m.)

**15) Resolutions**

- c) To Approve an Employment Agreement with the Deputy City Manager
- d) Of Appreciation for City Center Project Appropriation and Grant
- e) To Approve and Authorize Payments for and Recording of City Center Project Easements

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

- f) To Approve and Direct the Mayor and City Clerk to Sign the 3<sup>rd</sup> Amendment to a Trail Design Contract with Progressive AE
- g) To Accept a Proposal for Door Access Control-DSX Readers for the 62-A District Court
- h) To Authorize the Mayor and City Clerk to Execute Change Order No. 1 to the 2023 Wyoming Resurfacing Program (Budget Amendment No. 21)
- i) To Increase Spending Authorization with the Michigan Department of Transportation for Wyoming's Share of the 54<sup>th</sup> Street, Meijer Access Drive Project
- j) To Accept a Quote for Generator Maintenance
- k) To Accept a Proposal from All City Management Services, Inc. to Provide Crossing Guard Services and to Amend the Contract (Budget Amendment No. 19)
- l) To Authorize Entering into an Agreement with Flock Group, Inc. for Continued Use of Flock Safety Cameras
- m) To Authorize the Purchase of Patrol Bicycles and Associated Equipment
- n) To Concur with the Emergency Replacement of the Wilson Avenue Sewer Force Main
- o) To Authorize Acceptance of an Addendum to the Purchase Agreement for Two Centrifugal Pumps
- p) To Accept a Proposal for Repair of One Boiler at the Water Treatment Plant
- q) To Concur with the Emergency Replacement of the Communication Tower at the Water Treatment Plant
- r) To Accept a Proposal to Replace a Second Transformer Bus at the Water Treatment Plant
- s) To Accept a Proposal for the Painting of Vault Piping at the Water Treatment Plant
- t) To Award a Bid for the Gezon Booster Station Generator Upgrades (Budget Amendment No. 20)
- u) To Accept a Proposal for Professional Services for the Evaluation of the High Strength Wastewater Surcharge Program
- v) To Accept a Bid Extension for Sodium Hypochlorite from Alexander Chemical Corporation Through the West Michigan Cooperative Purchasing Group

**17) Ordinances**

- 10-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (139) to Rezone 804 and 810 Kenneth Street SW from B-2 Local Business to R-2 Residential (First Reading)
- 11-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (140) to Rezone 2929 Burlingame Avenue SW from B-2 Local Business to FBC-CS Form Based Code Corridor Sub-Urban (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

*This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3-minute limit per person. Public participation and comments must comply with applicable parts of the City Council's Rules of Procedure that are footnoted on this agenda.<sup>1</sup>*

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

**21) Adjournment**

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

D. During a meeting:

1. Persons wishing to speak on an item on the agenda and for which there is not a public hearing, may address the city council during the public comment period near the beginning of the meeting. Persons addressing the city council during this period will be asked to identify the agenda item they are addressing.

2. Persons wishing to speak on an item that is not on the agenda may address the city council during the “acknowledgement of visitors” near the end of the meeting. This is not an open public forum. It is an opportunity to address the city council on items within city purview. It is not a time to address items outside the city purview.

E. Requirements for spoken comments:

1. All comments must be addressed to the city council. Speakers must refrain from addressing an audience or recording device.

2. Speakers will be limited to a single 3-minute presentation. Additional information may be presented in writing. When a single spokesperson is speaking for a group of persons, the chair may, in the discretion of the chair, allow that individual additional speaking time in lieu of having multiple persons speak.

3. Signs, banners, and other visual displays are not allowed in the council chambers or any other council meeting location, except by prior arrangement. Visual displays that are only statements generally will not be allowed. Visual displays that are depictions of data, photos or videos of scenes or events, or otherwise aids in understanding may be used by prior arrangement. If allowed by prior arrangement, they must be placed on the table for view of the overhead camera or in a form to otherwise connect to the visual display system in the council chambers so they can be displayed on the screens to all in the council chambers and can be televised with the meeting.

4. Persons addressing the city council should not expect any dialog or debate. Public hearings and other public participation periods are times for providing information and views to the city council.

5. However, the meeting chair may direct city staff or others to respond to specific issues, to collect additional information for follow-up, to clarify information, or direct other action as the chair, in the chair’s discretion, deems appropriate.

6. All spoken comments must be made at the podium using the microphone provided there.

7. Comments must be made by individuals speaking one at a time (except when the speaker requires assistance). Speakers may freely express passion and emotion. However, comments must be respectful of the city council and others. Personal attacks, cursing or coarse language, inappropriately excessive volume, threats, and defamatory comments will be out of order.

8. If speakers agree with statements made by earlier speakers, they are encouraged to express their agreement without repeating comments already made. The chair may respectfully interrupt or curtail unduly repetitive comments.

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

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

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

*The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings.*

*The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings.*

*Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.*

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

*Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o [Clerk\\_info@wyomingmi.gov](mailto:Clerk_info@wyomingmi.gov) al menos 36 horas antes de la reunion para hacer arreglos para el alojamiento apropiado.*

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 7, 2023

Budget Amendment Number 4

To the Wyoming City Council:

A budget increase of \$ 294,414.00 for the General Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____		_____
		=====		=====
			\$ 294,414.00	

Recommended: Jodi Venchar  
Finance Director

John Smith  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The General Fund**  
Budget Amendment Number 4

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
101-136-15100-707.000	<b>District Court-Probation</b>	Salaries - Temporary	32,509.00	
101-136-15100-715.000		FICA	2,487.00	
101-136-15100-719.000		Workers Comp Insurance	52.00	
101-136-15100-801.000		Professional Services	47,172.00	
101-136-15100-910.000		Liability Insurance	455.00	
101-540.001		State Grant Revenue	59,199.00	
101-583.513		Contributions from Local Units Other Gov Agencies	<u>23,476.00</u>	-
101-201-20100-727.000	<b>Finance - Accounting</b>	Office Supplies - chairs, table, and mats received in July	3,071.00	
101-201-20100-860.000		Travel & Training - New World ERP training postponed	6,819.00	
101-201-20100-956.000		Other Services - chart of accounts conversion, additional ERP modules	<u>27,631.00</u>	37,521.00
101-258-25800-806.000	<b>Information Technology</b>	Software Services - LastPass password vault	378.00	
101-258-25800-984.017		Capital Outlay - host replacement for City Hall received in July	<u>61,833.00</u>	62,211.00
101-305-31000-975.000	<b>Detective Bureau</b>	Capital Outlay - purchase Malibu		18,900.00
101-305-31200-956.000	<b>Forensic Science Unit</b>	Other Services - FSU accreditation		13,000.00
101-305-31500-740.000	<b>Patrol</b>	Operating Supplies - 6 guns	2,593.00	
101-305-31500-744.000		Uniforms - 6 motor helmets	4,377.00	
101-305-31500-956.000		Other Services	1,000.00	
101-305-31500-973.153		Capital Outlay Misc. - simulator, drone course, and related expenses	17,926.00	
101-305-31500-985.049		Capital Outlay Vehicles - 6 AED defibrillators	<u>122,973.00</u>	148,869.00
101-305-31506-709.000		<b>OHSP Strategic Enforcement</b>	Salaries - Uniform O.T.	8,793.00
101-305-31506-715.000	FICA		673.00	
101-305-31506-719.000	Workers Comp. Insurance		230.00	
101-305-31506-740.300	Operating Supplies Equipment		11,336.00	
101-305-31506-956.520	Other Services - Grand Rapids Dist.		19,378.00	
101-305-31506-956.522	Other Services - Kentwood Dist.		20,730.00	
101-305-31506-956.523	Other Services - Walker Dist.		13,253.00	
101-305-31506-956.525	Other Services - Kent County Dist.		8,902.00	
101-505.003	Federal Grant Revenue - OHSP - Safety Belts		<u>83,295.00</u>	-
101-305-32100-860.000	<b>Training Act 302</b>		Travel and Training - MCOLES Act 302 training funds	10,538.00
101-543.001		State Grants Act 302 - MCOLES Act 302 training funds	<u>10,538.00</u>	-
101-337-33800-930.000	<b>Buildings</b>	Repairs & Maintenance - Signage for Fire Stations		3,500.00
101-337-33900-740.000	<b>Fighting</b>	Operating Supplies - purchase of fan	5,313.00	
101-337-33900-860.000		Travel & Training - EMT training	<u>5,100.00</u>	10,413.00
				<u>294,414.00</u>



August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Major Street Fund**  
Budget Amendment Number 5

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
202-441-46300-972.502	<b>Street Maintenance</b>	Capital Outlay Major Street Construction - MDOT Project - Widening of 54th St (Haughey Ave to US 131)	40,000.00	
		Capital Outlay Major Street Construction - Professional Services - Design and Const admin of Plaster Ck	9.00	
		Capital Outlay Major Street Construction - Const Admin for the 54th St Project (CP to US 131)	18,000.00	
		Capital Outlay Major Street Construction - MDOT Project - 36th St Resurfacing	2,196.00	
		Capital Outlay Major Street Construction - MDOT Project - Chicag Dr. Resurfacing ( Burlingame to Clyde Park)	19,175.00	
		Capital Outlay Major Street Construction - Upgrading Traffic Signals on Eastern Ave (32nd, 36th , Kenosha)	66,000.00	
		Capital Outlay Major Street Construction - Upgrading Traffic Signals on Eastern Ave (40th)	33,000.00	
		Capital Outlay Major Street Construction - Cultural Resource Sevices for Road Imp Project - Gezon Parkway/54th St	835.00	
		Capital Outlay Major Street Construction - MDOT Project - Plaster Crk Non-motorized Tri & Reconstr	188,203.00	
		Capital Outlay Major Street Construction - MDOT Project - Meijer Access Dr	76,479.00	
		Capital Outlay Major Street Construction - Professional Services - Design and Const admin of Gezon Pkwy Resurfacing	18,279.00	
		Capital Outlay Major Street Construction - Cost Sharing Agreement - Eastern Ave Resurf/Sidewalk (28th to 44th)	<u>975,000.00</u>	1,437,176.00
		202-441-46300-972.510	<b>Street Maintenance</b>	Capital Outlay Street Resurfacing - Local Resurfacing Program - 2023
Capital Outlay Street Resurfacing - MDOT Project - Rehabilitation of the Interurban Tri	68,482.00			
Capital Outlay Street Resurfacing - MDOT Project - Frog Hollow/M-6 Trail Connector	5,569.00			
Capital Outlay Street Resurfacing - MDOT Project - Byron Center (44th to M6)	51,745.00			
Capital Outlay Street Resurfacing - MDOT Project - Wilson Ave Resurfacing ( N CL to S CL)	162,836.00			
Capital Outlay Street Resurfacing - MDOT Project - 28th St M-11 Resurfacing	13,591.00			
				<u>757,158.00</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 7, 2023

Budget Amendment Number 6

To the Wyoming City Council:

A budget increase of \$ 1,187,014.00 For The Local Street Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	\$ 1,187,014.00

Recommended:   
 Finance Director

  
 City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: \_\_\_\_\_ years, \_\_\_\_\_ nays

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

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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Local Street Fund**  
Budget Amendment Number 6

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
203-441-46300-972.510	<b>Street Maintenance</b>	Capital Outlay Street Resurfacing - Local Resurfacing Program 2023		1,187,014.00

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 7, 2023

Budget Amendment Number 7

To the Wyoming City Council:

A budget increase of \$ 118,831.00 for the Parks and Recreation Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>\$ 118,831.00</u>	

Recommended: Jodi Yenchar  
Finance Director

John Smith  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Parks and Recreation Fund**  
Budget Amendment Number 7

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
208-752-75200-801.006	<b>Parks and Rec Admin</b>	Professional Services Pk Design - 5 year masterplan consulting services		37,400.00
208-752-75600-975.112	<b>Parks and Rec Facility</b>	Capital Outlay - Lemery Park Improvement/equipment - irrigation project	15,000.00	
208-752-75600-975.117		Capital Outlay - Kellogsville Park - tennis court conversion	38,315.00	
208-752-75600-980.091		Capital Outlay - Camera Equipment - Prairie and Ideal Parks	<u>28,116.00</u>	81,431.00
208-752-75800-956.200	<b>Parks and Rec Facility</b>	Other Services Go Bus Tickets - remaining AAAWM budget for tickets	4,377.00	
208-522.000		AAA Transportation - remaining AAAWM revenue from grant ending 9/30/2023	<u>4,377.00</u>	-
				<u>118,831.00</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 7, 2023

Budget Amendment Number 8

To the Wyoming City Council:

A budget increase of \$ 157,678.00 for the Solid Waste Disposal Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		=====		=====
			\$ 157,678.00	

Recommended: Jodi Venchar Finance Director      John S. City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Yard Waste Disposal Fund**  
Budget Amendment Number 8

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
230-441-44300-987.000	<b>Yard Waste Disposal</b>	Capital Outlay Equipment - purchase of Elgin sweeper		157,678.00

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 7, 2023

Budget Amendment Number 9

To the Wyoming City Council:

A budget increase of \$ - for the Community Development Block Grant Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	\$ _____	_____

Recommended: Jodi Yenchak Finance Director      John Smith City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Community Development Block Grant Fund**  
Budget Amendment Number 9

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
256-400-69122-956.000	<b>Rehab 2022</b>	Other Services - remaining CDBG rehab services from 2021 grant year		18,031.00
256-400-69123-956.000	<b>Rehab 2023</b>	Other Services - remaining CDBG rehab services from 2022 grant year		7,629.00
256-400-69223-956.045	<b>CDBG Activities 2023</b>	Other Services - Loans - remaining CDBG rehab loans from 2022 grant year	244,562.00	
256-400-69223-956.315	<b>CDBG Activities 2023</b>	Other Services - Catholic Charities - remaining CDBG Catholic Charities from 2022 grant year	7,000.00	
256-400-69223-975.000	<b>CDBG Activities 2023</b>	Capital Outlay - remaining CDBG capital outlay from 2022 grant year	<u>4,939.00</u>	256,501.00
256-400-69220-956.000	<b>CDBG Activities 2020</b>	Other Services - other services budget from 2019 grant year & food pantry	42,297.00	
256-400-69220-975.000	<b>CDBG Activities 2020</b>	Capital Outlay - remaining CDBG capital outlay from 2019 grant year	<u>39,735.00</u>	82,032.00
256-400-69221-956.000	<b>CDBG Activities 2021</b>	Other Services - remaining DCGB capital outlay from 2020 grant year		15,015.00
256-400-69222-956.029	<b>CDBG Activities 2022</b>	Other Services Demo - remaining CDBG Demolition from 2021 grant year	10,000.00	
256-400-69222-956.045	<b>CDBG Activities 2022</b>	Other Services Loans - remaining CDBG Rehab Loans from 2021 grant year	150,115.00	
256-400-69222-956.085	<b>CDBG Activities 2022</b>	Other Services Home Repair Loan - remaining CDBG Home Repair Services from 2021 grant year	4,051.00	
256-400-69222-975.000	<b>CDBG Activities 2022</b>	Capital Outlay - remaining CDBG capital outlay from 2021 grant year	<u>133,696.00</u>	297,862.00
256-000-02020-531.001	<b>General Government</b>	Federal Grant Revenue - remaining CDBG revenue from 2019 grant year	82,033.00	
256-000-02021-531.001	<b>General Government</b>	Federal Grant Revenue - remaining CDBG revenue from 2020 grant year	15,015.00	
256-000-02022-531.001	<b>General Government</b>	Federal Grant Revenue - remaining CDBG revenue from 2021 grant year	315,892.00	
256-000-02023-531.001	<b>General Government</b>	Federal Grant Revenue - remaining CDBG revenue from 2022 grant year	<u>264,130.00</u>	<u>677,070.00</u>
				<u>0.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 7, 2023

Budget Amendment Number 10

To the Wyoming City Council:

A budget increase of \$ - for the Indigent Defense Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>\$ -</u>	

Recommended: Jodi Yenchar  
Finance Director

John M.  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: \_\_\_\_\_ years, \_\_\_\_\_ nays

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

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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Indigent Defense Fund**  
Budget Amendment Number 10

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
260-000-13600-706.000	<b>District Court</b>	Salaries - Temporary Salaries	19,811.00	
260-000-13600-715.000		F.I.C.A.	1,515.00	
260-000-13600-716.000		Hospitalization Insurance	19,883.00	
260-000-13600-717.000		Life Insurance	21.00	
260-000-13600-718.100		Pension	1,024.00	
260-000-13600-719.000		Workers Comp Insurance	26.00	
260-000-13600-740.000		Operating Supplies	709.00	
260-000-13600-740.300		Operating Supplies Equipment	3,143.00	
260-000-13600-801.000		Professional Services	31,200.00	
260-000-13600-801.021		Professional Services Legal Special Counsel	123,191.00	
260-000-13600-860.000		Travel and Training	7,679.00	
260-000-13600-910.000		Insurance Liability	620.00	
260-000-13600-911.000		Administration Expense	4,291.00	
260-000-13600-956.000		Other Services	<u>27,481.00</u>	240,594.00
260-571.000	<b>General Government</b>	State Grants Indigent Defense Revenue		<u>240,594.00</u>

-

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 7, 2023

Budget Amendment Number 11

To the Wyoming City Council:

A budget increase of \$ - for the Federal Grants Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	\$ _____	_____

Recommended: Jodi Wencher  
Finance Director

John Smith  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
 City of Wyoming  
**Schedule of Reappropriations**  
 To the 2023 - 2024 Fiscal Year  
**For The Federal Grants Fund**  
 Budget Amendment Number 11

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change In Fund Balance</u>
285-872-17500-956.000	<b>Administration</b>	Other Services - Remaining ARPA budget not yet obligated to a specific project	399,906.00	
		Other Services - Remaining ARPA budget for Treasurers Office Drive Thru	426,353.00	
		Other Services - Remaining ARPA budget for City Hall Security Upgrades	<u>20,307.00</u>	846,566.00
285-873-17500-956.000	<b>Public Safety</b>	Other Services - remaining ARPA budget for PD reporting system	24,480.00	
			<u>1,464,669.00</u>	<u>1,489,149.00</u>
285-528.002	<b>Community &amp; Econ Development</b>	Federal Grant - remaining ARPA funding		<u>2,335,715.00</u>
				<u>-</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 7, 2023

Budget Amendment Number 12

To the Wyoming City Council:

A budget increase of \$ 2,201,091.00 for the Capital Improvement Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>\$ 2,201,091.00</u>

Recommended: Jodi Venchar Finance Director      John Smith City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
 City of Wyoming  
**Schedule of Reappropriations**  
 To the 2023 - 2024 Fiscal Year  
**For The Capital Improvement Fund**  
 Budget Amendment Number 12

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
400-441-57300-972.573	<b>Capital Outlay</b>	Capital Outlay - Engineering Services - Division Ave (36th to 44th) Water system Model	364.00	
		Capital Outlay - Watermain Reconstruction - Jordan Calhoun Opal Loraine	609,374.00	
		Capital Outlay - Watermain Reconstruction - Noel Wykes Longstreet	<u>1,591,353.00</u>	2,201,091.00

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 7, 2023

Budget Amendment Number 13

To the Wyoming City Council:

A budget increase of \$ 422,700.00 for the Library Maint & Capital Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	\$ 422,700.00

Recommended: Jodi Venchar Finance Director      [Signature] City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
 City of Wyoming  
**Schedule of Reappropriations**  
 To the 2023 - 2024 Fiscal Year  
**For the Library Maintenance and Capital Fund**  
 Budget Amendment Number 13

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
401-267-26700-975.000	<b>Facilities Maintenance</b>	Capital Outlay - library carpet, sealant, and joint repair		355,000.00
401-267-75600-975.000	<b>Facilities - Parks &amp; Rec</b>	Capital Outlay - Kellogsville Park playground replacement	45,000.00	
		Capital Outlay - Gezon Park redevelopment construction	2,700.00	
		Capital Outlay - Lemery Park restroom remodel	20,000.00	67,700.00
				<u>422,700.00</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 7, 2023

Budget Amendment Number 14

To the Wyoming City Council:

A budget increase of \$ 1,536,852.00 for the City Center Project Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>\$ 1,536,852.00</u>

Recommended: Jodi Venchar Finance Director      Joan Smith City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The City Center Project Fund**  
Budget Amendment Number 14

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
496-901-90111-974.000	<b>Planning - Phase 1</b>	Capital Outlay - Planning Phase 1 Capital Outlay - Infrastructure		167,716.00
496-901-90121-971.000	<b>Property - Phase 1</b>	Property Phase 1 Property Land		564,136.00
496-901-90141-973.002	<b>Utilities - Phase 1</b>	Utilities Phase 1 Capital Outlay - CIP		800,000.00
496-901-90151-930.000	<b>Maintenance - Phase 1</b>	Maintenance Phase 1 Repairs & Maintenance		5,000.00
				<u>1,536,852.00</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 7, 2023

Budget Amendment Number 15

To the Wyoming City Council:

A budget increase of \$ 4,262,555.16 for the Sewer Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital				<u>\$ 4,262,555.16</u>

Recommended:

  
 \_\_\_\_\_  
 Finance Director

  
 \_\_\_\_\_  
 City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Sewer Fund**  
Budget Amendment Number 15

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
590-590-54300-930.000	Treatment	Repairs & Maintenance - Hilbon blower repair		2,668.16
590-441-54400-972.544	Capital Outlay	Capital Outlay Sanitary Sewer - Mallards Cove		75,000.00
590-590-54400-986.444		Capital Outlay Plant Expansion Phase 2 - Ruhrpumpen - Centrifugal Pumps	19,218.00	
		Capital Outlay Plant Expansion Phase 2 - Davis Construction - UV Construction	809,136.00	
		Capital Outlay Plant Expansion Phase 2 - Tetra Tech - Electrical Upgrades	134,349.00	
		Capital Outlay Plant Expansion Phase 2 - Donohue & Assoc - Activated Sludge	47,700.00	
		Capital Outlay Plant Expansion Phase 2 - Corrosion Fluid/FCX - Lime Pumps	28,180.00	
		Capital Outlay Plant Expansion Phase 2 - Fisher Scientific - Lab Thermo Furnace	6,963.00	
		Capital Outlay Plant Expansion Phase 2 - The Architectural Group - Plant Upgrade Design	42,500.00	
		Capital Outlay Plant Expansion Phase 2 - Black & Veatch - Screw Pump Covers	45,878.00	
		Capital Outlay Plant Expansion Phase 2 - Donohue & Assoc - Drain Line Amend #1	63,800.00	
		Capital Outlay Plant Expansion Phase 2 - Electrical Upgrade Project (approved by Council 07/03/23)	2,000,000.00	
		Capital Outlay Plant Expansion Phase 2 - Additional Drain Line Improvement into FY24 (projected) -	987,163.00	
			<u>4,184,887.00</u>	<u>4,262,555.16</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 7, 2023


Budget Amendment Number 16

To the Wyoming City Council:

A budget increase of \$ 4,232,924.00 for the Water Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>		<u>\$ 4,232,924.00</u>

Recommended:   
 Finance Director

  
 City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Water Fund**  
Budget Amendment Number 16

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
591-441-56200-956.000	T & D - Mains	Other Services - water reliability study and asset management plant		34,580.00
591-441-56700-956.000	T & D - Services	Other Services - water reliability study and asset management plant		34,577.00
591-591-55300-740.000	Pumping & Treatment	Operating Supplies - VDI subscription	22,128.00	
591-591-55300-775.000		Maintenances Supplies - M21 pump supplies	7,904.00	
591-591-55300-801.000		Professional Services - water system energy & optimization study/water reliability study and asset management plant	224,009.00	
591-591-55300-930.000		Repairs & Maintenance - R14 HVAC repairs - boiler teardown, annual evaluation and inspection	<u>3,995.00</u>	258,036.00
591-591-55900-930.000	T & D - Gezon Station	Repairs & Maintenance - R3 building and grounds (headwall project)		3,000.00
591-591-57300-986.444	Capital Outlay	Capital Outlay Plant Expansion Phase 2 - Dehumidification Project (Allied Mechanical-Expected Completion 8/2023)	25,742.00	
		Capital Outlay Plant Expansion Phase 2 - Dehumidification Upgrade Project (ContolNet-Expected Completion 9/2023)	48,202.00	
		Capital Outlay Plant Expansion Phase 2 - 30" Butterfly Valves (DeZurik-Expected Completion 4/2024)	674,899.00	
		Capital Outlay Plant Expansion Phase 2 - Ball Valve Replacement (DHE-Expected Completion 2/2024)	712,400.00	
		Capital Outlay Plant Expansion Phase 2 - Discharge Valve Upgrade Project (DHE-Expected Completion 5/2024)	1,540,000.00	
		Capital Outlay Plant Expansion Phase 2 - Gezon Storage Tank Rehabilitation Oversight (Dixon-Expected Completion 10/2023)	3,000.00	
		Capital Outlay Plant Expansion Phase 2 - Dehumidification Project (Donohue- Expected Completion 8/2023)	637.00	
		Capital Outlay Plant Expansion Phase 2 - Engineering Services - 2nd Intake (Fishbeck- Expected Completion 6/2024)	248,378.00	
		Capital Outlay Plant Expansion Phase 2 - Acquisition of Property Rights (Land Matters - Expected Completion 10/23)	143,782.00	
		Capital Outlay Plant Expansion Phase 2 - Gas Chrom./Mass Spect. Instr System (Perkinelmer-Expected Completion 9/2023)	85,551.00	
		Capital Outlay Plant Expansion Phase 2 - Design Engineering Services-Third Transmission Main (Prein & Newhof- Expected Completion 11/23)	106,786.00	
		Capital Outlay Plant Expansion Phase 2 - Yard Discharge Piping Revision Project (Prein & Newhof - Expected Completion 4/24)	3,750.00	
		Capital Outlay Plant Expansion Phase 2 - Professional Services - SCADA System Upgrades	75,180.00	
		Capital Outlay Plant Expansion Phase 2 - Gezon Generator Upgrades (Tetra Tech-Estimated completion 5/2025)	70,235.00	
		Capital Outlay Plant Expansion Phase 2 - High Svc. Pump Valve Replacement Proj. (Tetra Tech- Estimated Completion 5/2024)	38,473.00	
		Capital Outlay Plant Expansion Phase 2 - Remote Site Programmable Logic Controllers (Tetra Tech - Estimated Completion 6/2024)	<u>125,716.00</u>	<u>3,902,731.00</u>
				<u>4,232,924.000</u>



August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For The Motor Pool - Depreciation Reserve Fund**  
Budget Amendment Number 17

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
662-441-58500-985.000	<b>Capital Outlay -</b>	Capital Outlay - Vehicles		179,602.00
662-441-58500-987.000	<b>Depreciation &amp; Reserve</b>	Capital Outlay - Equipment - Unit 623-001, elgin sweeper	39,116.00	
		Capital Outlay - Equipment - Unit 071-001, ford transconnect prisoner van	51,531.00	
		Capital Outlay - Equipment - Unit 605-002, F550 cab and chassis	349,698.00	
		Capital Outlay - Equipment - 537-001 and 538-001 salt spreader outfitting	32,448.00	
		Capital Outlay - Equipment - Unit 273-001, parks F150	800,000.00	
		Capital Outlay - Equipment - Engine 5, Pierce fire pumper	35,000.00	
		Capital Outlay - Equipment - Engine 5 gear (Saws, equipment)	100,000.00	
		Capital Outlay - Equipment - 619-003, F550 for PW, water truck	35,500.00	1,443,293.00
		Capital Outlay - Equipment - 305-002, F250 for water plant		<u>1,622,895.00</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 7, 2023

Budget Amendment Number 18

To the Wyoming City Council:

A budget increase of \$ 87,000.00 For the Capital Projects Revolving Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2022-2023 fiscal year to the 2023-2024 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital	_____	_____	\$ 87,000.00	

Recommended: Jodi Yenchar Finance Director                      [Signature] City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 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

August 7, 2023  
City of Wyoming  
**Schedule of Reappropriations**  
To the 2023 - 2024 Fiscal Year  
**For the Capital Projects Revolving Fund**  
Budget Amendment Number 18

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
800-000-57300-975.000	<b>Capital Outlay</b>	Capital Outlay - PD Sealant - wall caps, tuck pointing, brick work		25,000.00
800-000-57300-975.000		Capital Outlay - PD card access upgrades		22,000.00
800-000-57300-975.000		Capital Outlay - PD garage entry, side doors, downspouts		10,000.00
800-000-57300-975.000		Capital Outlay - Courts & PD landscaping		15,000.00
800-000-57300-975.014	<b>Capital Outlay - Veterans Memorial</b>	Capital Outlay - vets park wall caps		15,000.00
				<u>87,000.00</u>

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

RESOLUTION TO SET A PUBLIC HEARING  
TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT FOR  
2630 REMICO STREET SW IN THE CITY OF WYOMING

WHEREAS:

1. The City of Wyoming has the authority to establish Industrial Development Districts within the City of Wyoming under the provisions of Act 198 of Public Acts of 1974, as amended.
2. Orka Automation and Component Engineering has requested that the City establish an Industrial Development District for the property located at 2630 Remico Street SW, Wyoming, MI.
3. Prior to establishing such districts, it is necessary to first hold a public hearing at which the owners of the affected property and any other resident or taxpayer of the City can be given an opportunity to comment on the establishment of an Industrial Development District.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council shall hold a public hearing on August 21, 2023 at 7:01 p.m., at Wyoming City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509, at which the owners of property located within the proposed Industrial Development District and other residents or taxpayers of the City shall be given an opportunity to comment on the establishment of the proposed district to be comprised of the property described on the attached Exhibit A, which is incorporated by reference, and commonly known as 2630 Remico Street SW, Wyoming, MI.
2. Notice of this hearing shall be given to the applicant, the Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:  
Exhibit A – Legal Description

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

Exhibit A

2630 Remico Street SW Legal Description

LOT 59 GRAND RAPIDS GRAVEL CO INDUSTRIAL PARK #3

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

RESOLUTION TO SET A PUBLIC HEARING REGARDING THE 2023 EDWARD  
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety intends to apply for the 2023 Edward Byrne Memorial Justice Assistance Grant in the amount of \$35,941.
2. If awarded, the grant funds would be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby set a public hearing to be held on Monday, August 21, 2023, at 7:02 p.m., for the purpose of receiving public comment on the use of the 2023 Edward Byrne Memorial Justice Grant Funds for program activities.
2. The City of Wyoming sets that the form of the notice to be published as follows:

Notice of Public Hearing  
Edward Byrne Memorial Justice Assistance Grant

The City Council of the City of Wyoming will hold a public hearing on Monday, August 21, 2023, at 7:02 p.m. in the City Council Chambers for the purpose of receiving comment on the use of the 2023 Edward Byrne Memorial Justice Assistance Grant for program activities. The total amount of the funds to be received for 2023 is \$35,941. For information on the proposed program activities contact Wyoming Police Captain Timothy Pols at tim.pols@wyomingmi.gov. Written comments may be submitted to the City Clerk at 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509.

Moved by Councilmember:  
Seconded by Councilmember:  
Motion Carried

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

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

RESOLUTION TO APPROVE AN EMPLOYMENT AGREEMENT  
WITH THE DEPUTY CITY MANAGER

WHEREAS:

1. City Charter section 4.16 allows the City Manager to appoint deputies and assistants.
2. The City Manager desires to appoint Patrick Waterman as the Deputy City Manager and recommends City Council approve the employment agreement the City Manager has negotiated with Mr. Waterman.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the employment agreement and authorizes the City Manager to sign the agreement.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Employment Agreement

**CITY OF WYOMING**  
**EMPLOYMENT AGREEMENT – DEPUTY CITY MANAGER**

This Employment Agreement with Patrick Waterman is made as of August 8, 2023, was approved by the City Council on August 7, 2023, and is to be effective on August 14, 2023, between the City of Wyoming, a municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (**City**), and Patrick Waterman, an individual whose current home address is as provided in the employment application (**Employee**).

**1. TERM.** City employs and appoints Employee as its Deputy City Manager effective on August 14, 2023, though the departmental assignment and position title may change in the discretion of the City Manager. Employee acknowledges that the Deputy City Manager serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time. City and/or its Mayor, Council, City Manager, or other persons or entities may, due to Employee's employment and appointment as Deputy City Manager, appoint Employee to serve on boards, commissions, committees, or bodies. When Employee's employment as Deputy City Manager ends for any reason, Employee's appointment to and service on those other boards, commissions, committees, or bodies shall also terminate.

**2. PERFORMANCE.** Employee shall perform the duties of Deputy City Manager in a competent and professional manner and as set forth in the City Charter, City Code, City policies and procedures, and applicable law. A job description has been provided to Employee that the City may periodically revise with notice to Employee. Employee shall report to and be supervised by the City Manager.

**3. SERVICE DATE.** Employee's date of service with City shall be effective August 14, 2023. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the date of service.

**4. COMPENSATION.** Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code, and paid in accordance with City payroll procedures.

**5. BENEFITS.** Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision, and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, jury duty, personal leave days, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement.

A. On August 14, 2023, Employee shall be credited with 100 hours of vacation, and on each January 1, thereafter, Employee shall be credited with 160 hours of vacation until such time as the Administrative and Supervisory Association department head vacation schedule applies.

B. Regardless of any other provision of this agreement, Employee shall not be eligible for payout of any accrued benefits upon separation from employment until the Employee has been employed by the City for at least 5 years.

**6. TERMINATION.** This Agreement and Employee's employment pursuant to it may be terminated as follows:

A. By Employee's resignation: Employee shall give written notice of Employee's resignation at least 30 days before its effective date. If Employee fails to do so, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

B. By the City Manager because Employee (i) failed to substantially perform Employee's job duties (ii) committed misfeasance, malfeasance, or nonfeasance in Employee's position, (iii) engaged in criminal misconduct, (iv) is convicted of any felony, (v) is convicted of a misdemeanor involving bodily harm or dishonesty, or (vi) performed a deliberate wrongful act: In such circumstances, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits.

C. By the City Manager, other than as provided in subsection B of this section: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this Agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance (health, dental, vision and life) shall continue to be paid by City for the same period. However, if Employee secures another position of equal or greater pay during the 6-month period, City's obligation to make severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay

and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

D. Upon termination of Employee's employment, Employee shall arrange for the immediate and orderly transfer of Employee's office and City-owned personal property, records, documents, and other items in Employee's possession. Employee shall also resign from any other positions to which Employee was assigned or appointed due to Employee's employment by City. Employee agrees that when Employee's employment ends, Employee must pay any expenses or other amounts that Employee may owe to City at that time. Employee authorizes City to deduct any amount owed from any wage or benefit payments that may be due to Employee.

E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with City's right to terminate the services of Employee at any time and for any reason, subject only to the provisions set forth in this section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from Employee's position with City, subject only to the provisions in this section.

**7. SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and is the sole Agreement of the parties regarding Employee's employment by City. Except as otherwise specifically stated in this Agreement, this Agreement supersedes and replaces all other representations and agreements whether oral or written. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Employee or to the employment relationship between Employee and City. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

**8. SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

**9. INDEMNIFICATION.** City shall hold Employee harmless from, indemnify Employee for, and defend Employee against any tort, professional liability claim, demand, and/or legal action, lawsuit, or other proceeding, whether groundless or not, arising from Employee's duties as Deputy City Manager.

**10. BONDS.** City will pay for any fidelity or other bonds required of Employee under applicable laws or ordinance related to any of Employee's duties as Deputy City Manager.

**11. APPLICABLE LAW.** This Agreement is to be interpreted, enforced, and performed under Michigan law.

**12. ASSIGNMENT.** Neither party may assign any rights, duties, or interests in this Agreement without the prior written consent of the other party.

**13. JURISDICTION AND VENUE.** To the extent permitted by law, jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Kent County, Michigan.

**14. BINDING.** This Agreement shall be binding upon the parties and their heirs, subrogees, successors, and assigns.

**15. SHORTENED LIMITATIONS PERIOD.** Employee agrees that any lawsuit or claim against City arising out of Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. Employee waives any statute of limitations that exceeds this time limit.

**City of Wyoming**

**Patrick Waterman**

By: \_\_\_\_\_  
John Shay, City Manager

  
\_\_\_\_\_

Date signed: \_\_\_\_\_, 2023

Date signed: 7/21, 2023

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

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

RESOLUTION OF APPRECIATION FOR CITY CENTER PROJECT  
APPROPRIATION AND GRANT

WHEREAS:

1. On July 31, 2023, Governor Whitmer signed 2023 PA 119 that is the state's general appropriations act for its 2023-24 fiscal year, subsection 1019(34) of which includes \$20,000,000 appropriation for Wyoming's City Center project.
2. Earlier this year, the Kent County Board of Commissioners approved a \$6,000,000 grant of its ARPA funds for Wyoming's City Center project.
3. The City Center project includes construction of public improvements comprised of an iconic pedestrian/bicycling bridge spanning 28<sup>th</sup> Street SW, miles of trails and pathways, and other public spaces and improvements.
4. Together with planned private improvements that infrastructure will transform Wyoming's cultural and business center into a downtown that Wyoming residents and businesses have long sought, will significantly enhance public safety, and improve access to and among residences, businesses, schools, a university campus, parks, the senior center, the public library, city hall and the justice center, grocery stores, a pharmacy, a health center and other services and amenities.
5. The state appropriation, county grant, and the city's expenditure of \$10,000,000 of its ARPA funds will ensure the viability of the City Center project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Wyoming expresses its appreciation and thanks for the state appropriation and county grant.
2. The City of Wyoming expresses its special appreciation and thanks for the significant efforts of Senator Winnie Brinks, Representative John Fitzgerald, Commissioner Dan Burrill, Commissioner Matt Kallman, Commissioner Stan Ponstein and Commissioner Monica Sparks in recognizing the nature and value of the City Center project and providing additional funding vital to bringing that project to fruition.
3. City staff is authorized and directed to convey a copy of this resolution to each of the named individuals and to Speaker of the Michigan House of Representatives Joe Tate, Governor Gretchen Whitmer and Kent County Board of Commissioners Chair Stan Stek.
4. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                                    No

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on August 7, 2023.

Date signed: August 8, 2023

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

## STAFF REPORT

Date: August 1, 2023  
Subject: Resolution of Appreciation  
From: John Shay, City Manager  
Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended the City Council adopt the Resolution of Appreciation for City Center Project Appropriation and Grant.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community: The City Center project is a major focus of our strategic priority of Branding & Identity.

Stewardship: The appropriations and grants from the state and county are vital in achieving the goals of this project.

### **DISCUSSION:**

On July 31, 2023, the Governor signed the budget for the 2023-2024 fiscal year, which starts October 1, 2023. Included in this budget is the \$20 million state appropriation for the City Center project.

In addition, Kent County approved a \$6 million grant from its ARPA funds for the City Center project.

The resolution reflects the City's appreciation and gratitude for the significant financial commitment the state and county made towards this project. It also recognizes the efforts of specific state and county officials who were instrumental in securing these funds.

### **BUDGET IMPACT:**

By adopting this resolution, there is no impact to the budget.

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

RESOLUTION TO APPROVE AND AUTHORIZE PAYMENTS FOR AND RECORDING OF CITY CENTER PROJECT EASEMENTS

WHEREAS:

1. The city center project includes a pedestrian/bicycling bridge over 28<sup>th</sup> St SW and thus requires removal of Consumer’s Energy (CE) poles and burying power and communications lines on them.
2. The city is acquiring communications easements and cooperating with Consumers Energy to acquire electric power line easements for relocating those lines.
3. Property owners were offered a \$500 incentive payment to provide easements within a stated time.
4. This table shows the city and CE easements obtained and amounts owed property owners.

<u>Address</u>	<u>Parcel No.</u>	<u>Property Owner</u>	<u>CE</u>	<u>City</u>	<u>Pymt Amt</u>
1540 28 <sup>th</sup>	41-17-14-101-064	Beautiful Legacy Properties LLC 1321 Greenly St Hudsonville, MI 49426		✓	\$500
1540 28 <sup>th</sup>	41-17-14-101-065	Nabor Marciel Arreloa & Maylin Perez 1497 Chase Lane Dr SW Byron Center, MI 49315		✓	\$500
1516 28 <sup>th</sup>	41-17-14-101-062	J.P. Dermody, Inc. 7029 Oakbrook St SE Grand Rapids, MI 49546		✓	\$0
1515 28 <sup>th</sup>	41-17-11-351-069	Baker 1515 Realty, LLC 1515 28 <sup>th</sup> St SW Wyoming, MI 49509		✓	\$0
2727 DeHoop	41-17-11-377-053	GDesigns Investments LLC 647 McKendrick St SW Grand Rapids, MI 49503	✓		\$500
1325 28 <sup>th</sup>	41-17-11-377-034	28 <sup>th</sup> St Drive Thru Properties, LLC 1675 Michigan St NE, Ste D Grand Rapids, MI 49503	✓		\$500
1216 28 <sup>th</sup>	41-17-14-126-020	Magnus Wyoming Mall, LLC 1415 Prairie Pkwy SW Wyoming, MI 49509	✓	✓	\$0

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The easements listed in the table above as city easements are accepted.
2. City staff is authorized and directed to pay the listed amounts and to record the city easements.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                                 No

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on August 7, 2023.

Date signed: August 8, 2023

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: August 1, 2023  
Subject: Accepting City Center Project Easements  
From: Scott Smith, City Attorney  
Meeting Date: August 7, 2023

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### **RECOMMENDATIONS:**

Adopt Resolution Approving and Authorizing Payments for and Recording of City Center Project Easements.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – The city center project includes construction of a pedestrian/bicycling bridge over 28<sup>th</sup> Street SW that will allow persons residing and working north and south of 28<sup>th</sup> Street easier access to businesses, services, and amenities on the other side. It is necessary to acquire easements to allow relocation of power and communication lines on poles that conflict with that bridge.

Safety – The bridge will enhance the safety of pedestrians and bicyclists.

Stewardship – The city center project has resulted in and will engender additional commercial and residential development and corresponding tax base. By improving access across 28<sup>th</sup> Street more residents and employees will be able to use substantial community amenities such as Pinery Park, the Wyoming Senior Center, the Wyoming KDL branch, Wyoming High School, the Kent trails, etc.

### **BUDGET IMPACT:**

Funds are budgeted for these easements.

### **DISCUSSION:**

Except for those easements acquired by eminent domain, these are the first easements for the city center project presented for City Council acceptance.

To incentivize property owners to cooperatively and speedily convey the easements a \$500 incentive payment was offered. A few property owners complied and sought that payment. Other property owners cooperated without seeking payment. To minimize contacts with property owners, city staff has worked cooperatively with Consumers Energy to acquire the needed easements. Because the city will be paying costs incurred by Consumers Energy to relocate power lines the city has not incurred additional costs in this cooperative effort.

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

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK  
TO SIGN THE 3<sup>RD</sup> AMENDMENT TO A TRAIL DESIGN CONTRACT  
WITH PROGRESSIVE AE

WHEREAS:

1. The city has contracted with Progressive AE for design and other professional engineering services needed for its city center project.
2. Additional professional engineering services are needed to address initially unanticipated project complexities and changes in some project circumstances.
3. Progressive AE, Inc. provided a proposal for those additional services.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 3<sup>rd</sup> Amendment to the Trail Design Contract with Progressive AE, Inc is approved and the Mayor and City Clerk are authorized and directed to sign it on the city's behalf. All City officers and employees are authorized and directed to take all actions needed to implement that contract according to its terms.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Amendment

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

## STAFF REPORT

Date: August 1, 2023  
Subjects: Third Amendment to Trail Design Contact  
From: Nicole Hofert, Community & Economic Development Director  
Scott Smith, City Attorney  
Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the Third Amendment to Trail Design contract with Progressive AE.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Our community will be improved by this transformative project that will define a city center and bring new commercial and residential vitality to the city.

Safety – This project will provide a safe crossing over 28<sup>th</sup> Street and deliver ADA accessible trail routes.

Stewardship – Making the pedestrian/bicycling bridge and trail projects “shovel-ready” by completing the design work enhances opportunities to attract federal and state funding and is also a key to using ARPA funds within the deadlines for their use.

### **BUDGET IMPACT:**

A benefit-cost analysis shows this city investment will significantly enhance the tax base in the city center area. Monies for this work are available in the City’s capital project fund for the City Center project.

### **DISCUSSION:**

The city center project is requiring design, survey, coordination, engineering, and other consulting services exceeding the scope of the Trail Design Contract and other city center project contracts between the City and Progressive AE. This amendment includes:

- Additional modeling, visuals, and meetings with a private developer outside of the initial project scope;
- Additional easement drawings, descriptions, and meetings with properties within the City Center project area including but not limited to, Hoffman Grand, Applebees, and Bank of America;
- Design services for an expanded parking area on existing public works property as part of an agreement with Weller for a trail easement which encumbered the property. The design will include 3 soil borings to be provided by Materials Testing Consultants (MTC) to delineate how much poor soils need to be excavated, topographic survey, grading/drainage, fence relocation, and new property lines;
- Additional coordination beyond what could have been expected with private utilities and the extended project duration due to private utilities lack of commitment to using the proposed city provided infrastructure has led to increased scope; and
- Additional design work for a snowmelt system for the bridge that was not part of the original scope.

Total cost of this amendment is \$95,600.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY CENTER CONTRACT AMENDMENTS**  
**PROGRESSIVE AE, INC.**

This 3<sup>rd</sup> Amendment to City Center Contract is made as of as of August 7, 2023 (**Effective Date**) and amends the City Center Contract dated as of June 21, 2022 between the City of Wyoming (**City**) and Progressive AE, Inc. (**Professional**).

RECITALS

A. City's city center project is requiring design, survey, coordination, engineering, and other consulting services exceeding the scope of the City Center Contract and other city center project contracts between City and Professional, particularly requiring the following additional services (**Added Services**):

1. City requested Professional to provide additional modeling, visuals, and meetings with a private developer outside of the initial project scope.
2. City requested Professional to provide additional easement drawings, descriptions, and meetings with properties within the City Center project area including but not limited to, Hoffman Grand, Applebees, and Bank of America.
3. City requested Professional to design an expanded parking area on existing public works property as part of an agreement with Weller for a trail easement which encumbered the property. The design will include 3 soil borings to be provided by Materials Testing Consultants (MTC) to delineate how much poor soils need to be excavated, topographic survey, grading/drainage, fence relocation, and new property lines. The City has stated this is not a wetland area and wetland delineation is thereby not included.
4. Additional coordination beyond what could have been expected with private utilities and the extended project duration due to private utilities lack of commitment to using the proposed city provided infrastructure has led to increased scope.
5. As the pedestrian bridge design developed, it became evident the City was interested in including a snowmelt system within the bridge deck. Snowmelt design was not included in Progressive AE's original scope and proved to be very difficult to incorporate and coordinate into the overall project design.

B. It is in the best interest of the city center project to engage Professional for the added services to ensure the overall coordination of the project and to meet projected project schedules.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this 3<sup>rd</sup> Amendment, the parties agree:

1. Professional will perform the Added Services for the following additional stipulated sums invoiced at Professional's current Schedule of Invoice Rates attached as **Exhibit A**:

- |   |  |
|---|--|
| A. Pedestrian bridge modeling (A.1 above): \$7,000                        | C. Weller Parking expansion (A.3 above): \$26,000                |
| B. Additional Easement Descriptions and Coordination (A.2 above): \$9,800 | D. Additional Private Utility Coordination (A.4 above): \$24,900 |
|   | E. Pedestrian Bridge Snowmelt system (A.5 above): \$27,900       |

Total for all Added Services: **\$95,600**

2. All other terms of the City Center Contract remain in full effect.

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

**City of Wyoming**

**Progressive AE, Inc.**

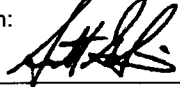
By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By:  David M Krysak  
David Krysak, \_\_\_\_\_  
of Practice Development

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: July \_\_, 2023

Date signed: August \_\_, 2023

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



## Schedule of Invoice Rates - 2023

### Hourly Staff Charges

Class 10 Personnel:	Directors, Principals	\$265/hour
Class 9 Personnel:	Practice Leader, Project Principal, Senior Construction Leader, Senior Project Manager	\$215/hour
Class 8 Personnel:	Senior Architect, Senior Construction Administrator, Senior Engineer, Senior Healthcare Planner, Senior Project Manager	\$190/hour
Class 7 Personnel:	Construction Superintendent, Senior Project Manager, Senior Architect, Senior Designer, Senior Engineer, Senior Surveyor	\$170/hour
Class 6 Personnel:	Construction Superintendent, Engineer II, Project Manager II, Senior Designer, Senior Technician, Senior Interior Designer	\$145/hour
Class 5 Personnel:	Architect II, Engineer I, Preconstruction Coordinator/Estimator, Project Manager I, Scientific Operations Specialist	\$130/hour
Class 4 Personnel:	Architect I, Architectural Designer, Construction Project Manager, Construction Superintendent, Graduate Engineer, Interior Designer II, GIS Technician, Planner I, Technician II, Water Resource Specialist	\$110/hour
Class 3 Personnel:	Associate Planner, Construction Observer, Executive Assistant, Field Scientist, Graduate Architect, Technician I	\$ 90/hour
Class 2 Personnel:	Graduate Interior Designer, Project Assistant	\$ 80/hour
Class 1 Personnel:	Interns	\$ 60/hour

### Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 65.5¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

#### Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

June 1, 2023

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com

Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
DOOR ACCESS CONTROL-DSX READERS FOR THE 62-A DISTRICT COURT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Engineered Protection Systems (EPS Security) for door access control-DSX readers for the 62-A District Court in the amount of \$21,306.00.
2. Funds are budgeted in account number 101-136-13610-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Engineered Protection Systems (EPS Security) for door access control-DSX readers for the 62-A District Court in the amount of \$21,306.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

ATTACHMENTS:  
 Staff Report  
 Contract  
 Proposal

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

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

**STATE OF MICHIGAN**



WYOMING DISTRICT COURT

62-A JUDICIAL DISTRICT

2650 DEHOOP S.W.

WYOMING, MI 49509-1893

PABLO CORTES  
CHIEF JUDGE

STEVEN M. TIMMERS  
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN  
COURT ADMINISTRATOR

COURTNY CARDOSA  
DEPUTY COURT ADMINISTRATOR

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**MEMORANDUM – STAFF REPORT**

Date: August 7, 2023  
To: Wyoming City Council Members  
From: Christopher Kittmann, Court Administrator  
Re: District Court Security Cameras

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**RECOMMENDATION:**

It is recommended that the City Council approve the purchase of access control additions from EPS Security in the amount of \$21,306.00.

**COMMUNITY, SAFETY, STEWARDSHIP:**

The installation of electronic door access controls would prioritize safety in a city building occupied by community members and staff. By restricting movement into and within the building, it creates safe zones that mitigate possible injury or death in the event of a mass casualty event or similar. Keeping the court's occupants safe is important, but so is keeping confidential and important information. Upgraded access controls will help provide stewardship over protected materials and property according to LEIN and State Court Administrative Office (SCAO) standards.

**DISCUSSION:**

Currently only a handful of doors feature electronic access controls, some of which are using outdated or faulty hardware. While the court was able to replace/install some new controls a couple years ago (particularly thanks to some grant funding), an assessment of the court revealed several vulnerabilities remain. In addition, having consistency throughout the building is best practice.

**BUDGET IMPACT:**

A recent quote from Allied Universal for *one door* to be added was \$2,910.00. The \$21,306.00 proposal from EPS to install *eight new door locking packages plus 17 keypads and readers* is more than reasonable, as is their projected timeline for completion. Funds are budgeted for this project in account 101.136.13610.975.000 thanks to an approved supplemental budget request for this fiscal year. The court also intends to seek a partial reimbursement grant through MMRMA.

CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

Contractor means: Engineered Protection Systems (EPS Security)  
(Name of contracting entity)  
A Corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
750 Front Ave. NW  
(Contractor's street address)  
Grand Rapids, MI 49504  
(Contractor's city, state & zip)

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

Effective Date means:       , 202.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

\_\_\_\_\_  
(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

**City of Wyoming**


By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

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

**Company**

By:   
\_\_\_\_\_  
(Signature of officer, director or principal of Contractor)  
**Commercial Sales Manager**  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: July 27th, 2023

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
  - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
  - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
  - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
  - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

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

9. **W-9.** Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B**



**CITY OF WYOMING 62A DISTRICT**

2650 DEHOOP SW

WYOMING MI 49509

**RE: Access Control Additions**



The proposed EPS access control system will be programmed and managed by  EPS  you or your staff on site. This system enables  EPS  you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

## Access Control Equipment to be Installed

- 1 DSX 2-Door Panel with Nonvolatile Memory
- 3 DSX 2-Door Expansion Module
- 1 DSX 27V Strike Power Supply
- 4 Battery 12v 7ah
- 1 9' Power Supply Cord
- 1 AC Plug Strip
- 750 Wire Structured Cable Windy City
- 2 Shop Parts J Hooks
- 3 Miscellaneous
- 1 Lantronix Network Terminal Server
- 8 Door Locking Hardware Package
- 17 Signo 40 Keypad & Reader

## Access Control System Investment

**One Time Installation Charge \$21,306.00 Plus Tax**

**Tax Exempt (If checked, Plus Tax above is void)**

**Monthly Services \$0.00**

- Service Agreement**
- Administration**
- Reports**
- Preventative Maintenance**

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

## Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

**Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.**

## Additional Notes and Exclusions

**Existing Equipment:** If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

Dan Beuschel

Security Consultant

(616) 459-0281 ext. 140

[dbeuschel@epssecurity.com](mailto:dbeuschel@epssecurity.com)

07/12/2023

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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE  
CHANGE ORDER NO. 1 TO THE 2023 WYOMING RESURFACING PROGRAM

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council approve Change Order No. 1 to the 2023 Wyoming Resurfacing Program in the amount of \$250,000.
2. Change Order No. 1 adds the following street segments to the program:
  - Maple Tree Court, Red Maple Drive and Red Maple Court (entire length)
  - Plastico Avenue – Chicago Drive to Godfrey Avenue
  - Reserve Drive – Hemlock Drive to Wilson Avenue
  - Lacrosse Street – Byron Center Avenue to Boone Avenue
3. The additional costs for this project can be financed out of the Major and Local Street Funds in the following accounts:

202-441-46300-972510, Major Street Resurfacing (\$40,000)  
 203-441-46300-972510, Local Street Resurfacing (\$210,000)

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Change Order No. 1 to the 2023 Wyoming Resurfacing Program in the amount of \$250,000 and approves the attached budget amendment.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
 Budget Amendment  
 Staff Report  
 Change Order No. 1

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: August 7, 2023**

**Budget Amendment No. 021**

To the Wyoming City Council:

A net neutral budget amendment is requested to recognize \$67,467 in revenue collected from a developer performance guarantee and authorize the use of funds for local street resurfacing.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Local Streets Fund</u></b>				
Miscellaneous Revenue				
203-688.000	\$ 1,000.00	\$ 67,647.00	-	\$ 68,647.00
Public Works - Street Maintenance - Capital Outlay Resurfacing				
203-441-46300-972.510	\$ 1,187,014.00	\$ 67,647.00	-	\$ 1,254,661.00
Fund Balance/Working Capital (Fund 203)		\$ -	\$ -	

Recommended: Jodi Venchar  
Finance Director

John M  
City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

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

## STAFF REPORT

Date: August 2, 2023  
Subject: 2023 Street Resurfacing – Change Order No. 1  
From: Jeffrey Oonk, Senior Civil Engineer  
Date of Meeting: August 7, 2023

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### RECOMMENDATION:

It is recommended to add the following streets to the 2023 Wyoming Resurfacing Program:

- Maple Tree Court, Red Maple Drive and Red Maple Court (entire length)
- Plastico Avenue – Chicago Drive to Godfrey Avenue
- Reserve Drive – Hemlock Drive to Wilson Avenue
- Lacrosse Street – Byron Center Avenue to Boone Avenue

Adding these streets will add an estimated \$250,000 in Change Order No. 1.

### COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming's annual resurfacing program restores street surfaces that have reached the end of their life cycle. This reduces maintenance costs and promotes safe and efficient vehicular travel for the residents of Wyoming. Well maintained street infrastructure adds to the economic strength of a community.

### DISCUSSION:

On April 3, 2023, the City of Wyoming awarded a contract for the 2023 Wyoming Resurfacing Program to Rieth-Riley Construction Co., Inc. The contract was awarded in the amount of \$2,676,765.24 which was \$571,307.21 (17.6%) below the Engineer's Estimate. Bids were competitive and the unit prices offer a good value for street resurfacing. The contractor has agreed to extend the existing contract to include the additional streets.

Maple Tree Court, Red Maple Drive, Red Maple Court and Plastico Avenue require frequent maintenance. Resurfacing these streets will save maintenance costs and funds are available due to bids coming in below estimate. Reserve Drive was constructed by a developer in 2021, but due to poor workmanship and damage from construction vehicles, the street surface was not acceptable. The developer failed to make necessary repairs so the work will be added to the resurfacing program and paid for with the developer's performance guarantee. Lacrosse Street will be added as a replacement for an adjacent segment of Wyoming Avenue. Wyoming Avenue was originally included in the resurfacing program, but it has been determined that the watermain needs to be replaced within the next five years. Resurfacing will be delayed and then included when the watermain is replaced.

**BUDGET IMPACT:**

The additional costs for this project can be financed out of the Major and Local Street Funds in the following accounts:

202-441-46300-972510, Major Street Resurfacing (\$40,000)  
203-441-46300-972510, Local Street Resurfacing (\$210,000)

CHANGE ORDER NO. 1

PROJECT: 2023 Wyoming Resurfacing Program  
CONTRACTOR: Rieth-Riley Construction Co., Inc.  
CONTRACT DATE: April 3, 2023  
DESCRIPTION: Additional Streets

Contract Amount Prior to Change Order No. 1	\$2,676,765.24
Increase Resulting from Change Order No. 1	<u>\$250,000.00</u>
Adjusted Contract Amount	\$2,926,765.24

CITY OF WYOMING

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Kent Vanderwood  
Mayor

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Kelli A. VandenBerg  
City Clerk

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

RESOLUTION TO INCREASE SPENDING AUTHORIZATION WITH THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION FOR WYOMING’S SHARE  
OF THE 54<sup>TH</sup> STREET, MEIJER ACCESS DRIVE PROJECT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council increase spending authorization with the Michigan Department of Transportation for the 54<sup>th</sup> Street, Meijer Access Drive project in the amount of \$40,000.
2. Project quantities were slightly more than planned with the original bid.
3. Funds are available in the Major Streets Fund Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby increase spending authorization with the Michigan Department of Transportation in the amount of \$40,000.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

## STAFF REPORT

Date: August 1, 2023

Subject: 54<sup>th</sup> Street, Meijer Access Drive – Increase Spending Authorization

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

Date of Meeting: August 7, 2023

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### **RECOMMENDATION:**

It is recommended that the City Council authorize increased spending with the Michigan Department of Transportation (MDOT) for the 54<sup>th</sup> Street, Meijer Access Drive project in the amount of \$40,000.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Wyoming continually works to make improvements to busy corridors to improve safety and improve efficiency for all modes of travel. Well maintained street infrastructure adds to the economic strength of a community.

### **DISCUSSION:**

On August 15, 2022, the City of Wyoming entered a contract with the Michigan Department of Transportation (MDOT) stipulating the rights and obligations for each party for the reconfiguration of 54<sup>th</sup> Street, between Clyde Park Avenue and US-131. The project included the construction of a new access drive to Meijer and the reconfiguration of the 54<sup>th</sup> Street left-turn lanes. The project will significantly improve left-turn movements for Meijer and Clyde Park Avenue and improve safety of vehicles traveling in the area. Throughout the project, construction of various items exceeded the originally estimated quantities increasing the estimated total of Wyoming's participation by \$40,000. Per the terms of the City-State agreement, Wyoming's share of the project is anticipated to increase from \$271,925 to \$311,925.

### **BUDGET IMPACT:**

Sufficient funds are available in the Major Streets Fund Account No. 202-441-46300-972.502.

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

RESOLUTION TO ACCEPT A QUOTE FOR GENERATOR MAINTENANCE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Cummins Sales and Service for generator maintenance for four Fire Department generators.
2. The quote provides pricing for a three-year preventative maintenance agreement in the amount of \$4,688.85 per year at a total cost of \$14,066.55 during the term of the agreement.
3. Funds are budgeted in account number 101-337-33800-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Cummins Sales and Service for a three-year preventative maintenance agreement in the amount of \$14,066.55.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
 Staff Report  
 Contract  
 Quotation

## STAFF REPORT

Date: July 25, 2023  
Subject: Generator Preventative Maintenance  
From: Dennis Van Tassell, Deputy Fire Chief  
Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended that the City Council accept a quote from Cummins Sales and Service for a three-year preventative maintenance agreement to be performed on the Fire Department's four generators at a total estimated cost of \$14,066.55.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Working with a quality service company ensures that the generators will function according to the required specifications, allowing the operations of the Department to continue uninterrupted in the event of power loss.

### **DISCUSSION:**

The City of Wyoming Fire Department owns four generators that provide backup power in the event of an outage. Each fire station has its own generator that will allow personnel to maintain high levels of service even in extreme circumstances. Since so much of the equipment used today is dependent on a functioning power supply, working generators are of the utmost importance. Cummins Sales and Service has performed maintenance and repairs on the Fire Department's generators for over 15 years and has historically provided the Department with a three-year preventative maintenance agreement. There are no other qualified vendors within our area to service our current generators. To ensure the maintenance work to be performed is done accurately and with the correct original equipment parts, it is recommended that it be completed by Cummins Sales and Service.

### **BUDGET IMPACT:**

The annual cost of the three-year preventative maintenance agreement will be \$4,688.85. Sufficient funds have been allocated in the building repairs and maintenance account #101-337-33800-930.000.

CITY OF  
**Wyoming**  
MICHIGAN

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

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

City/Customer means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509-0905.

Contractor/CSS means: Cummins Sales and Service  
(Name of contracting entity)  
An Indiana corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
3715 Clay SW  
(Contractor's street address)  
Grand Rapids, MI 49548  
(Contractor's city, state & zip)

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

Effective Date means: August 8, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

A) Item #15 to read as follows:

15. Warranty. The services hereunder shall be performed in a careful, skillful and workmanlike manner by qualified and efficient workers in strict conformity with generally recognized industry standards and practices and all applicable state and federal laws, regulations and permits. If Customer finds during the ninety (90) days following completion of Services ("Warranty Term") that any services provided under this Agreement are defective in workmanship or do not conform with the terms set forth in the Agreement ("Non-Conforming Services"), and provides CSS notification of Non-Conforming Services within thirty (30) days following discovery by Customer, then CSS may, at CSS's sole discretion, either (a) correct or re-perform, at CSS's sole cost and expense, the Non-Conforming Services, or (b) make an equitable adjustment to the charges under the Agreement. Any services corrected or re-performed shall be subject to the remaining Warranty Term of the original warranty to the same extent as those services initially performed. If CSS fails or refuses to correct or re-perform Non-Conforming services, Customer's sole remedy shall be to correct or replace such Non-Conforming Services and CSS shall reimburse Customer within thirty (30) days after receipt of written invoice for any reasonable costs associated with such correction or replacement services. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranty. THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO THE PARTS AND COMPONENTS AND SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, NO WARRANTIES OF MERCHANTABILITY OR FOR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY PROVIDED HEREIN SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

B) With the addition of the following:

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR SAVINGS, LOSS OF USE, OR DOWNTIME) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CSS'S TOTAL AND CUMULATIVE LIABILITY EXCEED TWO MILLION DOLLARS (\$2,000,000.00). NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

C) Item #16 to read as follows:

16. Risk Allocation. The Contractor is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage resulting from the Contractor's work and activities under the Contract. The Contractor shall hold the City and the City's officers and employees harmless from and defend them against any claims made by persons other than the City for personal injuries or property damage occurring as a result of Contractor's work and activities under the Contract, but not for any negligence, gross negligence or wrong doing of the City or the City's officers or employees.

Neither party shall be liable to the other party for consequential, incidental, indirect, special, punitive or exemplary damages even if advised or otherwise aware they may occur. The preceding sentence does not preclude any claim for direct damages for a breach of this Agreement. The Contractor's liability to the City shall not exceed \$2 million, but this limitation of liability shall not affect any liability the Contractor may have to persons other than the City. Nothing in this Agreement excludes or limits the liability of either party for gross negligence or willful misconduct.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid discharged or waived.

D) Item #20 to read as follows:

20. Independent Contractor. Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee or official of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee or official of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirement of all City of Wyoming Contracts. I have read the provisions and agree to the terms of these provisions.

E) Only items 1, 2, 3, 4, 10 and 14 of Cummins "Planned Maintenance Agreement Terms and Conditions" shall apply to this Contract.

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

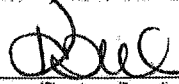
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Cummins Sales and Service

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By:  \_\_\_\_\_  
(Signature officer, director or principal of Contractor)

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Kerin J Wasserstrom, PEM Administration Manager  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 20 July, 2023

Date signed: \_\_\_\_\_, 20\_\_\_\_

Approved as to form:



Scott G. Smith, City Attorney

CITY OF  
**Wyoming**  
MICHIGAN

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. Applicability. These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. Permits and Inspections. Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. Grant Compliance. Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. Qualifications. Contractor represents and promises that:
  - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
  - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (SAM) list and be in good standing.
  - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
  - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
  - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.
8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the

project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

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

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

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

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

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

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

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

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

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations. Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person     \$1,000,000 per occurrence

**WORKERS' DISABILITY COMPENSATION**

Minimal Limits: \$500,000 per occurrence  
Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

**EXCESS/UMBRELLA INSURANCE**

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

**ADDITIONAL INSURED**

If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability Insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City Insurance will be secondary and/or excess.

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

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

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

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

EXHIBIT B



# Sales and Service

GRAND RAPIDS MI BRANCH  
3715 CLAY S.W.  
GRAND RAPIDS, MI 49548  
Phone: 616-538-2250

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF WYOMING 2660 BURLINGAME AVE SW Wyoming, MI 49509	Contact: Tony Bennett Phone: 616 278-5883 Fax: 616 399-2555 Cust Id: 195424	Quote Date: 30-MAY-23 Quote Expires: 31-AUG-23 Quote Num: 198093 Quoted By: Darcie T Roach Quote Term: 3 Year(s)

### Site Information

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	FIRE STATION #3	2300 GEZON		WYOMING	MI 49519	
2	FIRE STATION #4	1250 36TH ST SW		WYOMING	MI 49509	
3	FIRE STATION #1	1500 BURTON SW		WYOMING	MI 49509	
4	FIRE STATION #2	4507 SOUTH DIVISION		WYOMING	MI 49509	

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	WYOMING FIRE ONAN	ONAN	GEN SET	ENA-F	F970639817	ST
2	WYOMING FIRE ONAN	ONAN	GEN SET	ENAD-F	H960613383	ST
3	WYOMING FIRE ONAN	ONAN	GEN SET	EK-D	J960620103	ST
4	WYOMING FIRE ONAN	ONAN	GEN SET	EK-D	J960620102	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	WYOMING FIRE #3	FULL SVC W/SAMPLE	3	451.74	1,355.22
		INSPEC W/2 HR LOAD BANK	3	795.00	2,385.00
2	WYOMING FIRE #4	FULL SVC W/SAMPLE	3	451.74	1,355.22
		INSPEC W/2 HR LOAD BANK	3	760.89	2,282.67
3	WYOMING FIRE #1	FULL SVC W/SAMPLE	3	418.66	1,255.98
		INSPEC W/2 HR LOAD BANK	3	696.08	2,088.24
4	WYOMING FIRE #2	FULL SVC W/SAMPLE	3	418.66	1,255.98
		INSPEC W/2 HR LOAD BANK	3	696.08	2,088.24

### \*\*\*Generator Planned Equipment Maintenance Quote\*\*\*

Based on previous PM schedule, services are tentatively scheduled for:

All Units-

Full Services w/ Sample: August 2023 | August 2024 | August 2025

Inspections w/ 2 HR Load Bank Test: February 2024 | February 2025 | February 2026

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Darcie Roach

Darcie.Roach@Cummins.com

248-573-1509

### \*\*\*Auto Renewal Option\*\*\*

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

Opt IN to Automatic Renewal

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price thereof.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment (On-call Services). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.  
07.25.2022.



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF WYOMING 2660 BURLINGAME AVE SW Wyoming, MI 49509	Contact: Tony Bennett Phone: 616 278-5883 Fax: 616 399-2555 Cust Id: 195424	Quote Date: 30-MAY-23 Quote Expires: 31-AUG-23 Quote Num: 198093 Quoted By: Darcie T Roach Quote Term: 3 Year(s)

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

### \*\*\*Load Bank\*\*\*

Load Bank testing will be conducted the same durations and steps as previously performed unless otherwise specified below. Reading will be taken every 15 minutes, unless otherwise specified.

\*If no selection is made, we will perform this option by default.

### 2.0 Hour Load Bank

\_\_\_ \*30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes for a total of 2 continuous hours.

\_\_\_ 80% of the EPS nameplate kW rating for 2 continuous hours

\_\_\_ Other: Please Specify \_\_\_\_\_

### \*\*\*Payment Info\*\*\*

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# \_\_\_\_\_

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639  
Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:

James Sweeney  
MA872@Cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

<b>Standard Agreement Amount</b>	<b>\$14,066.55</b>
<b>Proposal Total</b>	<b>\$14,066.55</b>

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS

#### PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

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3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.
4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**
5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.
6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**
7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.
10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.
11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.
13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.
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07.25.2022



# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

### Customer Address

CITY OF WYOMING  
2660 BURLINGAME AVE SW  
Wyoming, MI 49509

### Customer Contact

Contact: Tony Bennett  
Phone: 616 278-5883  
Fax: 616 399-2555  
Cust Id: 195424

### Quote Information

Quote Date: 30-MAY-23  
Quote Expires: 31-AUG-23  
Quote Num: 198093  
Quoted By: Darcie T Roach  
Quote Term: 3 Year(s)

DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

### Customer Approval

Signature: \_\_\_\_\_

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

CUMMINS INC

Signature: \_\_\_\_\_

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

*[Handwritten Signature]*  
20 July 2023

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

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8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
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13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.
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16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

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

RESOLUTION TO ACCEPT A PROPOSAL FROM ALL CITY MANAGEMENT SERVICES, INC.  
TO PROVIDE CROSSING GUARD SERVICES AND TO AMEND THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, All City Management Services, Inc. provides crossing guard services for the City's crossing guard needs.
2. All City Management Services, Inc. has provided the City with a proposal to amend the 2021 contract for an additional year with a price increase.
3. It is recommended the City Council accept the proposal.
4. It is estimated the City will spend \$144,960.00 for the crossing guard services.
5. A budget amendment is required for this purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from All City Management Services, Inc. to provide crossing guard services.
2. The City Council authorizes the amendment to the 2021 contract and authorizes the Mayor and City Clerk to execute the amendment.
3. The City Council approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment  
Staff Report  
Contract Amendment

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



## STAFF REPORT

Date: July 24, 2023  
Subject: All City Management Services Crossing Guard Contract Extension  
From: Capt. Eric Wiler  
Meeting Date: August 7, 2023

---

### **RECOMMENDATION:**

It is recommended City Council authorize an extension of a one-year contract between the City of Wyoming and All City Management Services, Inc. for the City's school crossing guard needs.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

According to Michigan law, the function of school crossing guards is the responsibility of the local law enforcement agency having jurisdiction over the crossing. Our children walking to and from their homes to school require safe transit and the crossing guard program helps ensure that. Contracting this service has been shown to reduce demand on police officers and police supervisors, freeing them to complete more specialized and technical law enforcement tasks, while providing a competent and properly supervised program.

### **DISCUSSION:**

The City of Wyoming began contracting crossing guard services in May of 2013. City Council Resolution number 24477 dated May 20, 2013 authorized this and resolved that future renewals could be made with the consent of the City Manager in accordance with budget authorization. The current contract expired June 30, 2023 and the vendor, All City Management Services, Inc. has offered a one-year renewal for the 2023/2024 school year. The contract renewal proposal, which included a 61% increase in fees, was received by the police department on May 22, 2023, after budget preparations had been finalized. The police department immediately began researching alternative options for providing crossing guard services to our community. However, with the relatively short time frame between when the proposed contract renewal was received and the start of the 2023/2024 school year, we have not been able to identify a new program that could be staffed, trained, and in place prior to the start of the school year. We are asking for a one-year renewal of the contract with All City Management Services, Inc. while other options are explored. The City Attorney has prepared the contract for signing should you approve the extension.

### **BUDGET IMPACT:**

The total estimated cost of the one-year contract is \$144,960.00. A portion of the monies (\$98,100.00) is budgeted for this purpose. A budget amendment is required for the remaining \$46,860 and is also being presented at the August 7<sup>th</sup>, 2023 meeting for approval. If approved,

the necessary funds are available in the budget line Crossing Guards – Other Services (101.305.31600.956.000).

Attachments:  
Contract Renewal  
Budget Amendment



# ALL CITY MANAGEMENT SERVICES

## **Amendment to Agreement between All City Management Services, Inc. and the City of Wyoming providing School Crossing Guard Services**

The **City of Wyoming** hereinafter referred to as the "City" and **All City Management Services, Inc.**, located at 10440 Pioneer Blvd Ste. 5, Santa Fe Springs, CA 90670, hereinafter referred to as the "ACMS", mutually agree to amend the existing Agreement entered into on July 1, 2021 as follows:

### **2. City Obligations – A. Pay ACMS as follows:**

1. Payments shall be at \$30.39 per hour for the 2023/2024 school year for services provided by Crossing Guards under this Contract. The total hours projected for such services based on a school calendar with 180 instructional days during which students are present is 4,770 hours at twelve (12) different sites. The total project amount to be paid to ACMS not-to-exceed \$144,960.30.

a. If the City changes either the hours of Crossing Guard services each day (e.g. determines service need to be provided over a longer period of time), the calculations above shall correspondingly change.

### **7. Term and Termination**

This Contract will be in effect from July 1, 2023 through June 30, 2024. However, the obligations under section 5 of this Contract shall remain in effect until all Claims that may have accrued during the term of the Contract have been fully addressed or are barred by applicable statutes of limitations.

A. Either party may terminate this Contract upon 60 days prior written notice to the other Party.

B. This contract may be extended without amendment upon a written acknowledgement by ACMS Rep and the City Manager of the hourly rate to be applied during and the length of any such extension.

Except as provided for in Item #2 and Item #7, all other terms and conditions of the original Agreement and Amendments thereto between the City and the ACMS remain in effect.

**City of Wyoming**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Mayor Kent Vanderwood

By \_\_\_\_\_  
Demetra Farwell, Corporate Secretary

\_\_\_\_\_  
City Clerk Kelli VandenBerg

Date \_\_\_\_\_

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

RESOLUTION TO AUTHORIZE ENTERING INTO AN AGREEMENT WITH  
FLOCK GROUP, INC. FOR CONTINUED USE OF FLOCK SAFETY CAMERAS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize entering into a five-year agreement with Flock Group, Inc. for the continued use of Flock Safety Cameras.
2. The proposal provides pricing for a five-year contract in the amount of \$61,000 per year at a total cost of \$305,000.00 during the term of the agreement.
3. Funds are budgeted in account number 101-305-31500-956.000 and 101-305-31500-980.094.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes entering into a five-year agreement with Flock Group, Inc. for the continued use of Flock Safety Cameras.
2. The City Council authorizes the Mayor and City Clerk to sign an agreement with Flock Group, Inc. that is in a form acceptable to the City Attorney.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

ATTACHMENTS:  
 Staff Report  
 Order Form/Proposal

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: July 26, 2023

Subject: Flock Safety License Plate Reader Cameras – Contract Extension

From: Captain Eric Wiler

Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended the City Council approve entering into a five-year contract with Flock Group, Inc. for the continued use of the Flock Safety license plate and vehicle recognition cameras that have been operated by the Department of Public Safety since 2022. The five-year contract locks in the current price already being paid for the existing cameras (\$2,500 per fixed camera per year and \$3,000 per portable camera per year).

### **COMMUNITY, SAFETY, STEWARDSHIP:**

City Council approved the purchase of twelve (12) Flock Safety license plate and vehicle recognition cameras on December 20<sup>th</sup>, 2021 under resolution 27232. An additional ten (10) fixed cameras and two (2) portable cameras were approved and purchased in 2022 using ATPA grant funds. Flock Safety will be increasing the price of the cameras in 2023 to \$3,000 per fixed camera per year and \$3,500 per portable camera per year. By agreeing to this five-year contract, the price of the cameras would remain at \$2,500 and \$3,000 respectively for the duration of the contract and save the City \$60,000. During the contract period, Flock Safety will provide any required maintenance on the cameras and will provide upgrades to the cameras as they make technological advancements.

Quickly obtaining leads in any criminal investigation increases the probability of identifying suspects and solving the case. By utilizing stationary license plate and vehicle recognition cameras from Flock Safety, the City of Wyoming will be able to enhance our efforts to reduce violent crime and increase safety for our community. As the camera system only records the exterior of the vehicle and the license plate, it provides objective, unbiased evidence to investigators. The Flock Safety license plate and vehicle recognition cameras require no infrastructure as the cameras use LTE and solar power.

### **DISCUSSION:**

Persons associated with violent crimes are not confined to jurisdictional boundaries and often travel to or from the City of Wyoming in a vehicle. The ability to collaborate with other law enforcement agencies to increase our investigative abilities is crucial to providing a safer community. Since the installation of the Flock Safety cameras in the City of Wyoming in March of 2022, several local law enforcement agencies, such as the Kent County Sheriff's Office, the Michigan State Police, Holland Dept. of Public Safety, and Kalamazoo Dept. of Public Safety have installed Flock Safety cameras. Additionally, private businesses in the City of Wyoming have purchased Flock Safety cameras and have collaborated with us on investigations of crimes that have occurred on their property.

In the 16 months since their installation, the Flock Safety license plate and vehicle recognition cameras have directly assisted in recovering 41 stolen vehicles. Additionally, investigators have identified 91 suspects (of which 59 arrests have been made) in crimes such as armed robberies, homicides, and felonious assaults. Flock Safety cameras were also instrumental in locating a missing/endangered dementia patient as well as a 16-year-old runaway that fled to North Carolina in a vehicle.

Flock Safety license plate and vehicle recognition cameras do NOT record the interior of a vehicle and are not used for traffic enforcement. Additionally, it is not facial recognition software. Recordings are only stored for 30 days unless a vehicle is identified as a suspect in a criminal complaint and saved by investigators.

**BUDGET IMPACT:**

The approval of this five-year contract will authorize the Department of Public Safety to spend \$61,000 per year to use, maintain, and upgrade as needed, the twenty-four (24) Flock Safety license plate and vehicle recognition cameras already in use. Funds for the yearly fees are available in budget lines Capital Outlay – Video Camera (101 305 31500 980.094) and Patrol – Other Services (101 305 31500 956.000). Additionally, we will continue to apply each year for the ATPA grant that, if awarded, will reduce the City’s financial obligation to Flock Group, Inc.

Attachments:

Flock Group, Inc. Contract

**Flock Safety + MI - Wyoming PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Darwin Aldrich  
darwin.aldrich@flocksafety.com  
7702312603

# flock safety

## EXHIBIT A ORDER FORM

Customer: MI - Wyoming PD  
Legal Entity Name: MI - Wyoming PD  
Accounts Payable Email: megan.baas@wyomingmi.gov  
Address: 1155 28th St Sw Wyoming, Michigan 49509

Initial Term: 60 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$61,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	22	Included
Flock Safety Falcon® Flex	Included	2	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$61,000.00
<b>Annual Recurring Subtotal:</b>	\$61,000.00
<b>Discounts:</b>	\$60,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$305,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

## **Billing Schedule**

<b>Billing Schedule</b>	<b>Amount (USD)</b>
<b>Year 1</b>	
At Contract Signing	\$61,000.00
<b>Annual Recurring after Year 1</b>	\$61,000.00
<b>Contract Total</b>	\$305,000.00

\*Tax not included

## **Discounts**

<b>Discounts Applied</b>	<b>Amount (USD)</b>
Flock Safety Platform	\$60,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: MI - Wyoming PD**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

PO Number: \_\_\_\_\_

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
PATROL BICYCLES AND ASSOCIATED EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of four Volcanic police patrol bicycles and associated equipment from Volcanic Bikes in the total estimated amount of \$10,759.44.
2. Funds are budgeted in account number 101-305-31500-973.153.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of four Volcanic police patrol bicycles and associated equipment from Volcanic Bikes in the total estimated amount of \$10,759.44.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

ATTACHMENTS:  
 Staff Report  
 Estimate  
 Letter

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

DATE: May 10, 2023

Subject: Public Safety – Mountain Bike purchase

From: Lieutenant Brian Look

Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

I respectfully recommend the City Council approve the purchase of four (4) Volcanic Police Patrol Bicycles. The purchase of the bicycles is directly through Volcanic, which is a sole source vendor.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The police bicycle is a vital tool the police department uses to provide service to our community. In 2019, the Wyoming Police Department started a 14 officer Tactical Bicycle Team that has proven to be a large asset in keeping our community safe. The team has been utilized for crowd control, civil unrest, public relations, and patrol operations. At the inception of the team the department purchased four (4) new patrol bicycles to compliment an already aged bicycle fleet owned by the department. Over the past few years, the wear and tear on the older fleet from the multiple deployments has caused breakdowns that were not able to be fixed due to the bicycles being beyond their serviceable life. Additionally, the older fleet of bicycles are not equipped to perform in the field the way the new bicycles are capable of.

### **DISCUSSION:**

The cost of the Volcanic Police Ready Approach Mountain Bicycle is \$2,689.86. The price includes the bicycle, decals, gear bags, lighting package, siren, and shipping. The total cost for the four (4) bicycles, and accompanying equipment is \$10,759.44. The purchase of the four (4) Volcanic bicycles during the 2023-2024 budget years allows for a gradual replacement schedule of the older bicycles in the fleet and to afford every officer on the team an assigned bicycle as currently the department does not own enough bicycles to outfit every member on the team a bicycle. There will be an anticipated need for future bicycle purchases, but to offset the high cost of the bicycles, it is recommended to purchase the bicycles in phases.

We recommend the Volcanic Approach Patrol Bicycles due to their reliability, quality craftsmanship, and specific design for police work. The same Volcanic bicycle is currently utilized by the tactical bicycle teams from the Michigan State Police and the Grand Rapids

Police Department, both of which are seasoned teams and are very well trained. The Wyoming Police Tactical Bicycle team deploys frequently with those teams on missions and have been able to witness the performance of the Volcanic bicycles.

**BUDGET IMPACT:**

Funds are budgeted in the Capital Outlay Miscellaneous: 101 305 31500 973.153

Attached:

- **Quote**
- **Sole source documentation**

Volcanic Bikes  
 PO Box 526  
 Boys Town, NE 68010  
 (509) 427-8623  
 info@volcanicbikes.com  
 www.volcanicbikes.com



# Estimate

**ADDRESS**

Wyoming MI Police Department  
 2300 DeHoop Ave SW  
 Wyoming, MI 49509

**SHIP TO**

Wyoming MI Police Department  
 2300 DeHoop Ave Sw  
 Wyoming, MI 49509

ESTIMATE #	DATE	EXPIRATION DATE
2656103	05/17/2023	08/31/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Volcanic Police Ready APB 29"</b>	"APB" 1x11 34T Wheel Size: 29er Frame Size: TBD Frame Color: Black Wheels: Sun Ringle /Duroc /Sealed  Accessories Included: Topeak MTX Trunk Bag DX-POLICE Topeak MTX Explorer Disc Rack 29" Niterider Lighting System w/Taillight Niterider Siren	4	2,489.86	9,959.44
	<b>Custom Decal Kit</b>	Custom Decal Sticker Kit, Retail	4	50.00	200.00
	<b>Freight / Shipping</b>	FedEx Ground	4	150.00	600.00

SUBTOTAL 10,759.44  
 TAX 0.00  
**TOTAL \$10,759.44**

Accepted By \_\_\_\_\_  
 Kent Vanderwood, Mayor

Accepted Date \_\_\_\_\_

\_\_\_\_\_  
 Kelli A. VandenBerg, City Clerk



5/17/2023

Wyoming Police Department

RE: Sole Source Letter

Thank you for considering Volcanic Bikes for your patrol bike purchase. Volcanic Bike models are designed exclusively for the rigors of the Bicycle Patrol Industry. Volcanic Manufacturing LLC, doing business as Volcanic Bikes, is the sole source for our patrol bikes. We only sell direct to the end consumer to ensure the customer gets exactly what they need and to ensure any products with POLICE markings only end up in the hands of the authorized end-user.

Unique characteristics of Volcanic Approach Patrol Bicycles (APB):

- All Volcanic Bicycle frames are built specifically for the Bicycle Patrol Industry
  - o Lifetime Warranty on all Volcanic frames
  - o **Industry leading rider weight at 350lbs!**
- Chain stay and seat stay yokes are machined from solid alloy bar stock.
  - o Far superior in strength to other processes
- Chain stay yoke encompasses the width of the bottom bracket to Eliminate "chainring lean."
  - o Volcanic frame components were combined by design to minimize the flex in the rear triangle of the frame to support additional weight and especially at the bottom bracket to reduce "chainring lean". When the bottom bracket flexes, the chainrings lean while being pedaled, which makes the chain drag over the chainrings, increasing abrasion between the two metals instead of being pulled directly over the chainrings to run smooth.
- Seat stay yoke is sized and placed to extend the strength and stiffness of "The Rib"
  - o "The Rib" is a specifically designed frame component which is attached between the seat stay yoke and the seat tube. It is rectangular and has a rib in the middle to eliminate flex at the top of the seat tube to support the weight of a bicycle patrol officer's additional gear, reducing drivetrain wear and tear
- Rectangular chain stays and seat stays are used to strengthen and eliminate flex in the rear triangle to support larger riders carrying extra gear, gun belt, trunk bag containing law enforcement equipment, etc.
- Unique dropouts add to the strength and comfort of the frame. The circular shape is designed to distribute impact force throughout the arc to minimize frame and rider fatigue. This design includes 14 inches of weld per set which is a drastic increase in point of contact between the dropouts and the chain stays and seat stays which increases the

strength of the frame and the safety of the rider.

By minimizing the flex, Volcanic Bikes have much less wear and tear on the drive train. ***This saves the department time and money throughout the life of the bicycle.***

CUSTOMIZATION:

- Volcanic Bikes offers color choices to coordinate with department colors.
- Volcanic Bikes can create and deliver any color decal requested and can customize the decal to meet the needs of different departments.

Thank you for your consideration,

A handwritten signature in black ink that reads "Nathan Keenan". The script is fluid and cursive, with the first letters of "Nathan" and "Keenan" being significantly larger and more stylized than the rest of the letters.

Nathan Keenan  
Owner, Sales & Operations Director  
Volcanic Bikes  
sales@volcanicbikes.com  
509-427-8623

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

RESOLUTION TO CONCUR WITH THE EMERGENCY  
REPLACEMENT OF THE WILSON AVENUE SEWER FORCE MAIN

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency replacement of the Wilson Avenue Sewer Force Main and authorize payments of \$184,000.00 to Midwest Trenchless Services, \$32,740.00 to Superior Asphalt, Inc, and \$5,863.85 to Prein & Newhof, totaling \$222,603.85.
2. Funds are available in account number 590-441-54400-972.544.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency replacement of the Wilson Avenue Sewer Force Main and authorizes payments of \$184,000.00 to Midwest Trenchless Services, \$32,740.00 to Superior Asphalt, Inc, and \$5,863.85 to Prein & Newhof.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

ATTACHMENTS:  
Staff Report  
Invoices

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: July 26, 2023

Subject: Authorize Payment for Wilson Avenue Sewer Force Main Replacement

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

CC: Myron Erickson, Director of Public Works

Meeting Date: August 7, 2023

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### RECOMMENDATION:

It is recommended that the City Council authorize the payments of \$184,000.00 to Midwest Trenchless Services, \$32,740.00 to Superior Asphalt, Inc, and \$5,863.85 to Prein & Newhof, totaling \$222,603.85, for work related to the emergency Wilson Avenue sewer force main replacement.

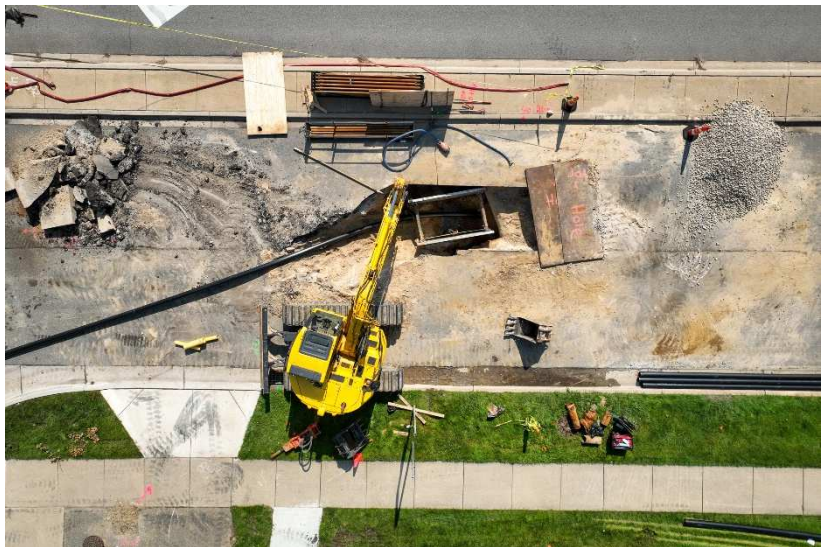
### COMMUNITY, SAFETY, STEWARDSHIP:

Emergency replacement of the sanitary sewer force main was necessary to restore normal operations as quickly as possible and minimize the amount of sewage that could enter the street and environment. The slip-lining technology that was used reduced costs and significantly shortened the time frame that is typically needed for a project of this magnitude.

### DISCUSSION:

The City of Wyoming owns and operates a sanitary sewer lift station at the southwest corner of the intersection of Wilson Avenue and the Grandville High School Access Road. The station is served by approximately 1,300 feet of 8-inch diameter ductile iron pipe force main. The force main is under Wilson Avenue and extends south from the lift station to a discharge manhole south of the southernmost Home Depot entrance drive. The pumping and piping system was constructed in 1997.

This force main has experienced 6 failures since 2018, with 3 of those occurring in a 6-day period from June 7, 2023, to June 13, 2023. When these occur, sanitary sewage is spilled onto the road and can enter a nearby ditch, which leads to Rush Creek. Notification of these failures to the State, media, and local Health Department are legally required every time a spill occurs. Repairs are costly, time consuming, and a nuisance to the public.



In 2022, staff budgeted for a study to evaluate the cause of the breaks and determine the appropriate remedial action. In early 2023, Prein & Newhof was retained to complete this work. As their study was wrapping up, the most recent breaks occurred. Prein & Newhof determined that the force main failures were the result of external corrosion and additional failures should be expected if the main was not replaced. Their recommendation, based on cost, timing and feasibility, was to slipline the existing main. Sliplining is the method of inserting a slightly smaller pipe inside of the existing pipe and pulling it from one end to the other.

Midwest Trenchless Services was contacted by Public Works staff for an estimate to slipline the force main with High Density Polyethylene Pipe (HDPE). Their estimate came in much lower than expected, and they were able to get started on the work almost immediately. Due to the frequency of the failures, emergency authorization to proceed with the project was obtained from the city manager.

Prein & Newhof provided drawings, calculations, and recommendations during the replacement process. Superior Asphalt, Inc. was able to work concurrently with Midwest Trenchless Services to restore the road where excavations were necessary. Contractor work on this project started June 20, 2023 and was completed July 14, 2023.

**BUDGET IMPACT:**

Sufficient funds are available in the sewer capital outlay account: 590-441-54400-972.544.

**ATTACHMENTS:**

Invoices from Midwest Trenchless Services, Superior Asphalt, Inc., and Prein & Newhof



### Contractor's Application for Payment No. 1

Application Period:	06/01/23 - 06/30/23	Application Date:	6/30/2023
To (Owner):	City of Wyoming, MI	From (Contractor):	Midwest Tranchless Services
Project:	Wilson Ave - Emergency Force Main Replacement	Contract:	
Owner's Contract No.:		Contractor's Project No.:	2317-01
		Engineer's Project No.:	

#### Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ 184,000.00
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 + 2)..... \$ 184,000.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 79,975.00
			5. RETAINAGE:
		a. <input checked="" type="checkbox"/> Work Completed..... \$	
		b. <input checked="" type="checkbox"/> Stored Material..... \$	
		c. Total Retainage (Line 5a + Line 5b)..... \$	
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 79,975.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. CLAIMS AGAINST THE CONTRACT FUNDS..... \$
			9. AMOUNT DUE THIS APPLICATION..... \$ 79,975.00
			10. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above)..... \$ 104,025.00

**Contractor's Certification**  
The undersigned Contractor certifies, to the best of his knowledge, the following:  
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.  
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of Payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and  
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature	Date	Approved by:	Funding or Financing Entity (if applicable)	Date
		is approved by:		
		Payment of \$		
		(Line 8 or other - attach explanation of the other amount)		
		is recommended by:		
		Payment of \$		
		(Line 8 or other - attach explanation of the other amount)		

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): \_\_\_\_\_ Application Number: **1**

Application Period: **06/01/23 - 06/30/23** Application Date: **6/30/2023**

Item		Contract Information			B	C	D	E	F		
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization and Demobilization	1	LS	\$ 15,000.00	\$15,000.00	0.5	\$7,500.00		\$7,500.00	50.0%	\$7,500.00
2	Maintenance and Protection of Traffic	1	LS	\$ 20,000.00	\$20,000.00	0.5	\$10,000.00		\$10,000.00	50.0%	\$10,000.00
3	6" HDPE Pressure Utility Piping	1,200	LS	\$ 105.00	\$126,000.00	595	\$62,475.00		\$62,475.00	49.6%	\$63,525.00
4	6" 45 Degree Bend HDPE Fittings	2	LF	\$ 2,500.00	\$5,000.00						\$5,000.00
5	8" Resilient Seat Gate Valve and Box	1	EA	\$ 4,000.00	\$4,000.00						\$4,000.00
6	8" TEE w/cleanout/4" Valve/8" x 6" Reducer	1	EA	\$ 9,000.00	\$9,000.00						\$9,000.00
7	Main Connection (Connect to Existing Man)	1	EA	\$ 5,000.00	\$5,000.00						\$5,000.00
<b>Totals</b>					<b>\$184,000.00</b>		<b>\$79,975.00</b>		<b>\$79,975.00</b>	<b>43.5%</b>	<b>\$104,025.00</b>

# Monthly Installed Quantities

For (contract):		Wilson Ave - Emergency Force Main Replacement				
Application Period:		06/01/23 - 06/30/23				
Item		A	C	D	E	Balance to Finish (B - F)
Bid Item No.	Description	Bid Quantity	Quantity Installed Current Application	Quantity Installed Previous Applications	Total Quantity Installed	
1	Mobilization and Demobilization	1	0.5	0	0.5	0.5
2	Maintenance and Protection of Traffic	1	0.5	0	0.5	0.5
3	6" HDPE Pressure Utility Piping	1200	595	0	595	605
4	6" 45 Degree Bend HDPE Fittings	2		0	0	2
5	8" Resilient Seat Gate Valve and Box	1		0	0	1
6	8" TEE w/cleanout/4" Vales/8"x6" Reducer	1		0	0	1
7	Main Connection (Connect to Existing Main)	1		0	0	1
<b>Totals</b>						



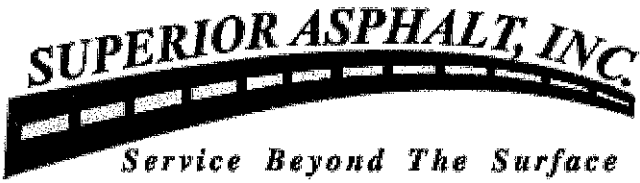
**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract):		Application Number: 2 - Final											
Application Period: 07/01/23 - 07/14/23		Application Date: 7/30/2023											
A				B		C		D		E		F	
Bid Item No.	Item Description	Contract Information		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)				
		Item Quantity	Unit Price							Total Value of Item (\$)			
1	Mobilization and Demobilization	1	LS \$ 15,000.00	1	\$15,000.00		\$15,000.00	100.0%					
2	Maintenance and Protection of Traffic	1	LS \$ 20,000.00	1	\$20,000.00		\$20,000.00	100.0%					
3	6" HDPE Pressure Utility Piping	1,200	LS \$ 105.00	1,200	\$126,000.00		\$126,000.00	100.0%					
4	6" 45 Degree Band HDPE Fittings	2	LF \$ 2,500.00	2	\$5,000.00		\$5,000.00	100.0%					
5	8" Resilient Seat Gate Valve and Box	1	EA \$ 4,000.00	1	\$4,000.00		\$4,000.00	100.0%					
6	8" TEE w/clemons/4" Valve/8"x6" Reducer	1	EA \$ 9,000.00	1	\$9,000.00		\$9,000.00	100.0%					
7	Main Connection (Connect to Existing Main)	1	EA \$ 5,000.00	1	\$5,000.00		\$5,000.00	100.0%					
<b>Totals</b>					<b>\$184,000.00</b>		<b>\$184,000.00</b>	<b>100.0%</b>					

# Monthly Installed Quantities

For (contract):		Wilson Ave - Emergency Force Main Replacement				
Application Period:		07/01/23 - 07/14/23				
A			C	D	E	
Bid Item No.	Item Description	Bid Quantity	Quantity Installed Current Application	Quantity Installed Previous Applications	Total Quantity Installed	Balance to Finish (B - F)
1	Mobilization and Demobilization	1	0.5	0.5	1	0
2	Maintenance and Protection of Traffic	1	0.5	0.5	1	0
3	6" HDPE Pressure Utility Piping	1200	605	595	1200	0
4	6" 45 Degree Bend HDPE Fittings	2	2	0	2	0
5	8" Resilient Seat Gate Valve and Box	1	1	0	1	0
6	8" TEE w/cleanout/4" Vayle/8"x6" Reducer	1	1	0	1	0
7	Main Connection (Connect to Existing Main)	1	1	0	1	0
Totals						



669 Century, S.W.  
Grand Rapids, MI 49503  
616.451.3200  
616.451.3969 (fax)

DATE INVOICE #  
Jul 21, 2023 73572

**BILL TO:**

City of Wyoming  
2660 Burlingame Ave. SW  
Wyoming, MI 49509

**P.O. NUMBER TERMS PROJECT**  
Net 15 Days Wilson Repair

**DESCRIPTION AMOUNT**

Remove existing winter mix and gravel  
To fine grade gravel and compact.  
Place 7" of base/leveling course  
2" roto-milling painted by City of Wyoming  
Place 2" top course  
COST:

*SWM*

32,740.00

**Thank-You For Your Business!**

**TOTAL 32,740.00**  
*OK TO PAY*  
*fw*

# Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE Grand Rapids, MI 49525  
t. 616-364-8491 f. 616-364-695 preinnewhof.com

## Invoice

CITY OF WYOMING  
JAY VAN DYKE  
PUBLIC WORKS ADMIN  
2660 BURLINGAME AVE SW  
WYOMING, MI 49509

Invoice number 76036  
Date 07/25/2023  
Project 2230306 WILSON AVENUE FORCE MAIN  
IMPROVEMENT PLAN-2023

BILLING PERIOD: 07/01/23 TO 07/21/23

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PROFESSIONAL SERVICES RELATED TO  
EMERGENCY FORCE MAIN REPAIR RESPONSE

Invoice Total 5,863.85

TERMS: NET 30: 1-1/2% PER MONTH SERVICE CHARGE ON PAST DUE ACCOUNTS

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

RESOLUTION TO AUTHORIZE ACCEPTANCE OF  
AN ADDENDUM TO THE PURCHASE AGREEMENT FOR TWO CENTRIFUGAL PUMPS

WHEREAS:

1. On June 19, 2023, City Council awarded a bid to Ruhrpumpen, Inc. for the purchase of two centrifugal pumps for the Clean Water Plant.
2. As detailed in the attached staff report, it is recommended City Council approve an addendum to the terms, which have been reviewed and approved by the City Attorney.
3. There is no budget impact associated with the addendum.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the addendum.
2. The City Council authorizes the City Manager to sign the addendum.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

ATTACHMENTS:  
 Staff Report  
 Addendum

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: July 17, 2023  
Subject: Addendum for the Purchase of Two Centrifugal Pumps  
From: Dan Kleinheksel, Utility Maintenance Manager  
Date of Meeting: August 7, 2023

---

### **RECOMMENDATION:**

It is recommended the City Council accept the addendum as provided by Ruhrpumpen for the purchase of two centrifugal pumps.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Stewardship of our assets, including the replacement of worn-out utility equipment, contributes to the efficiency of the plant process and prevents costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant.

### **DISCUSSION:**

On June 19, 2023, City Council awarded the bid for the purchase of two centrifugal pumps to Ruhrpumpen via resolution No. 27765. After issuing the purchase order for the pumps, which were the lowest bid, Ruhrpumpen requested an amendment to the terms due to oversight on their part. After a review of the addendum by the City Attorney's office, the language modifications were found to be reasonable and acceptable for the purchase. Therefore, it is recommended the City Council accept the addendum as provided by Ruhrpumpen for the purchase of the two centrifugal pumps.

### **BUDGET IMPACT:**

There is no budget impact.



**BY EMAIL**

City of Wyoming, Michigan  
Attention: Kent Vanderwood, Mayor  
1155 28<sup>th</sup> Street SW,  
Wyoming, MI 49509-0905

July 14, 2023

Regarding: Order 2023-00000681

Dear Mr. Vanderwood,

I am writing on behalf of Ruhrpumpen, Inc., of Tulsa, Oklahoma, in regards to Purchase Order Order 2023-00000681 (“Order”) issued by the City of Wyoming to Ruhrpumpen, dated 6-26-2023. Ruhrpumpen requests that the City accept an addendum to the Order. Ruhrpumpen’s bid was submitted by a salesperson new to municipal bids. He believed he was making a technical proposal and that terms and conditions regarding the project could be discussed after the bid submission. He did not understand that the document he signed with his bid was considered the entire contract between the City and Ruhrpumpen.

We are asking for the City to sign this Addendum to cover a few points which our company policies require be addressed in all of our contracts. For example, we need to specify how long the warranty will last, as we are unable to warrant the equipment indefinitely. Or, should maintenance be required, we will need to be given full access to the equipment to perform any maintenance. If the City would like any changes to the language in the Addendum, Ruhrpumpen would be happy to discuss modifying the wording.

Ruhrpumpen values the City of Wyoming as a customer and we look forward to supplying these pumps. Please do not hesitate to contact myself or your other Ruhrpumpen contacts if you have any questions or concerns to discuss. We appreciate your consideration on this request.

Best regards,

A handwritten signature in blue ink that reads "Claude Belward".

CC: Dan Kleinheksel, City of Wyoming  
Scott Hogenmiller, Ruhrpumpen



ADDENDUM TO CITY OF WYOMING, MICHIGAN'S PURCHASE ORDER TO  
RUHRPUMPEN, INC.

Buyer: City of Wyoming, Michigan  
Seller: Ruhrpumpen, Inc.  
Seller's Quotation No. 1910771 Rev4  
PO No: 2023-00000681  
PO Date: 6/26/23

The undersigned Seller accepts the terms of the proposed Purchase Order attached, subject, however, to the modifications set forth in this Addendum. Anything to the contrary notwithstanding, this Addendum shall take precedence over any inconsistent provisions of the Purchase Order and any other contract documents. Buyer's acceptance shall be evidenced by Buyer's signature or by reference in the Purchase Order. The following terms and conditions supplement the above referenced Purchase Order:

1. **Warranty.** Seller shall warrant the Goods for 12 months after installation, or 18 months after shipment, whichever occurs first. If the Goods have defects, it shall be Seller's responsibility to correct or replace the defective Goods. Buyer will provide seller free and clear access to defective Goods and will do any, removal, lifting, or reinstallation of Goods or Equipment as necessary for Seller to perform repairs. If Seller performs corrective work off site, the parties shall split the costs of transportation. Seller's warranty is contingent on Buyer operating the Goods according to Seller's instruction manual.

2. **Liquidated Damages.** In the event of Seller's delayed delivery, Seller will pay Purchaser liquidated damages at a rate of 0.5% of the delayed Goods, per week, up to a maximum of 5.0% of the Order value. These liquidated damages shall be Buyer's sole financial claims for delays. Buyer's claims unrelated to delay remain in effect. Buyer may cancel the Order if the maximum delay damages are reached.

3. **Limitations of Liability.** Neither party shall be liable to the other for consequential or incidental damages, loss of profit, use or production under the Order. Notwithstanding anything else in the Agreement to the contrary, Seller's liability under the Order for all claims, whether arising in tort, contract, or otherwise, shall not exceed 1X the Order value, except where loss or damage is caused by Seller's violation of law, violation of intellectual property rights, Seller's Gross Negligence or Willful Misconduct, or where Liability cannot be excluded by law.

4. **Right to Cure.** Buyer shall notify Seller of any defect, nonconformity, or breach and allow Seller a reasonable opportunity to correct before Buyer may reject goods, cancel the

order, or backcharge Seller for incurred costs. Any remedy undertaken by Buyer without having given Seller the opportunity to correct, shall be at Buyer's expense.


5. **Insurance.** Buyer accepts Seller's insurance as sufficient for this Order.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023.

Dated this 14th day of July 2023.

City of Wyoming, Michigan

Ruhrpumpen, Inc.



\_\_\_\_\_  
Name: \_\_\_\_\_

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

\_\_\_\_\_  
Name: Chuck Belveal

Title: VP Operations and Finance

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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
REPAIR OF ONE BOILER AT THE WATER TREATMENT PLANT

WHEREAS:

1. As detailed in the attached staff report, proposals were received to repair one boiler at the Water Treatment Plant.
2. It is recommended City Council accept a proposal from Dean Boiler, Inc. to perform the repair and boiler system tuning in the estimated amount of \$13,704.37.
3. Funds are available in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Dean Boiler, Inc. to perform the repair of one boiler and boiler system tuning at the Water Treatment Plant.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

ATTACHMENTS:

Staff Report  
Contract  
Proposal

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: July 27, 2023

Subject: Boiler Repair

From: Dan Kleinheksel, Utility Maintenance Manager

Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended the City Council accept the proposal as provided by Dean Boiler, Inc. for the repair of one boiler in the estimated amount of \$13,704.37.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of utility plant equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

### **DISCUSSION:**

The Water Treatment Plant utilizes two large industrial Cleaver-Brooks boilers for heating areas of the plant. During a recent inspection of one boiler by Allied Mechanical Services (AMS), significant corrosion was found due to condensation inside the boiler. Most of the corrosion was able to be cleaned up without detriment to the boiler operation. However, three panels that seal the interior chamber need to be replaced as the corrosion produced holes in the panels.

Therefore, AMS was asked to quote the repair of the first boiler which included replacement of the panels and tuning of the system operation to prevent future condensation and corrosion. AMS returned with a proposal for \$14,230.00 for panel replacement but did not include the effort to tune the system and resolve the root issue. AMS instead recommended the City engage with Dean Boiler for tuning of the boiler system. Considering AMS did not address the root issue and the need for competitive quotes, Dean Boiler was contacted to provide a proposal for the repair and system tuning. Dean Boiler returned with a proposal for \$13,704.37 which includes \$1,000.00 for boiler system tuning. Once the repairs are complete and the root issue has been resolved, the second boiler will be inspected and evaluated for repair.

Since Dean Boiler is the local representative for Cleaver-Brooks boilers, has the technical skills to resolve the condensing and corrosion issues, and was the lowest cost, it is recommended the City Council accept the proposal as provided by Dean Boiler, Inc. for the repair of one boiler in the estimated amount of \$13,704.37.

**BUDGET IMPACT:**

Adequate funds exist in account #591-591-55300-930.000.



CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

Contractor means: Dean Boiler, Inc.  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
1824 3 Mile Rd NW  
[Contractor's street address]  
Grand Rapids, MI 49544  
[Contractor's city, state & zip]

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

Effective Date means: August 8, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

Dean Boiler, Inc.

By:   
\_\_\_\_\_  
[Signature of officer, agent, or principal of Contractor]  
**BRIAN SCHIPPERS**  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 7-27, 2023

CITY OF  
**Wyoming**  
MICHIGAN

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

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

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

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

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

5. Qualifications. Contractor represents and promises that:

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

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

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

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

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

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color,

religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

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

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

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

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

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

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

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the

project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

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

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

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

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

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

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

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

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

<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations	
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.	
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (hired and non-owned automobile coverage):	
\$2,000,000 per person	\$2,000,000 per occurrence

<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

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

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



Company Address 1824 3 Mile Rd NW  
Grand Rapids, MI 49544  
US  
Phone (616) 784-2696

Created Date 7/20/2023  
Expiration Date 8/18/2023  
Quote Number 00000679

Prepared By Brian Schippers  
Email bschippers@deanboiler.com

Contact Name Dan Kleinheksel

Bill To Name CITY OF WYOMING WWTP  
Bill To CITY OF WYOMING WWTP  
1155 28TH ST SW  
GRAND RAPIDS, MI 49509  
United States

Ship To Name CITY OF WYOMING WWTP  
Ship To 16700 NEW HOLLAND ST  
HOLLAND, MI 49424  
United States

Description install three new inner casing panels and close boiler.

Notes to Customer we propose to replace the three inner panels with new. we will install new inner door gasket and close remaining panels. this quote includes 1,000.00 of labor to return to work with the maintenance staff to adjust building management parameters to help keep the boilers from condensing.

Subtotal \$13,704.37  
Total Price \$13,704.37  
Grand Total \$13,704.37

#### Quote Acceptance Information

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

#### Terms & Conditions

Please review and contact this office with any questions.

Note: "Down-Time" (unproductive time on the job site) which is a direct result of customer's indecision, change-of plan, un-preparedness or delay in providing or failure to provide appropriate personnel's authorization in an expedient manner for proposed work, alterations to proposed work or additional necessary work will result in additional "time and material" charges. Additional charges will be for changes affecting necessary materials as well as charges for lost man and/or equipment hours.

**Upon acceptance of this proposal, please provide your tax exemption certificate that references this quote number and scope of work along with a purchase order. If exemption certificate is not provided, we will be required to add all applicable taxes to your invoice(s). Please send all documents to [steam@deanboiler.com](mailto:steam@deanboiler.com).**

We have NOT included the following: sales, use or excise taxes, payment/performance bond, asbestos abatement if applicable, insulation, lead paint removal if applicable, mercury removal if applicable, electrical, EPA/DNR/Air quality permit, holiday or overtime rates, pipe or valve identification labels or tags, roof seals, building work, concrete pad or opening work, roof truss analysis, plan review, engineered drawings per governing jurisdiction, back flow preventer, sanitary drain lines, chemicals for treatment of boiler water, boil out chemicals, labor, materials or gaskets, combustion air louvers or mechanical draft system or mercury disposal if applicable.

Should you require Dean Boiler to provide any of the above exclusions, please specify, and we will provide a proposal. Any unknown repairs or modifications will be brought to your attention and quoted prior to work being performed. Equipment, accessories or other parts and components are warranted to the extent of and by the original manufacturer's warranty to Dean Boiler. Labor charges will apply to replace warranted parts. Price is firm for 30 days. Prices quoted are in USD, credit card payments will be subjected to a processing fee. **Terms: NET 10 upon completion if less than \$8,000 otherwise 40% with PO, 50% on equipment shipment, balance NET 10 upon completion.**

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

RESOLUTION TO CONCUR WITH THE EMERGENCY REPLACEMENT  
OF THE COMMUNICATION TOWER AT THE WATER TREATMENT PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency replacement of the communication tower at the Water Treatment Plant and authorize payment to Maxwell & Sons, LLC in the amount of \$9,540.00.
2. Funds are available in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency replacement of the communication tower at the Water Treatment Plant and authorizes payment to Maxwell & Sons, LLC in the amount of \$9,540.00.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

ATTACHMENTS:  
 Staff Report  
 Invoice

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

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

## STAFF REPORT

Date: July 11, 2023

Subject: Communication Tower Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended that City Council concur with the emergency replacement of the communication tower at the Water Treatment Plant by Maxwell & Sons in the amount of \$9,540.00.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Emergency repair or replacement of critical utility plant equipment limits interruption of the day-to-day operations and minimizes risks to the water supply for the City of Wyoming and wholesale customers.

### **DISCUSSION:**

The Water Treatment Plant has a 120' communication tower that holds multiple antennas for various purposes including communication to Low Service and the Olive-Blendon wholesale customer sites. On June 26, the top 40 feet of the tower snapped off, causing disruption to the radio signals and loss of communication. Due to the critical function of plant communication, Maxwell & Sons were engaged to assess the repair of the tower.

After investigating the tower condition with a lift, it was not recommended for repair due to considerable damage to the cross members and tower legs as a result of the broken top swinging down and impacting the lower tower components. Fortunately, Maxwell & Sons had a similar antenna in their yard which was used but in good condition. They offered the used antenna at no charge and only bill for the removal of the old antenna and installation of the new used antenna. Following approval, Maxwell & Sons erected the new tower, installed coax cabling, and remounted the antennas.

Given the urgency of replacement, the availability of a suitable tower, and the minor cost for replacement, it is recommended that City Council concur with the emergency replacement of the communication tower at the Water Treatment Plant by Maxwell & Sons in the amount of \$9,540.00.

**BUDGET IMPACT:**

Adequate funds exist in account #591-591-55300-930.000.

Before



After



# INVOICE

Maxwell & Sons LLC  
6727 Baldwin Street  
Hudsonville, MI 49426

contact@maxwellsons.com  
+1 (616) 238-3408  
www.maxwellsons.com



## Tony Maslanka

### Bill to

Tony Maslanka  
Wyoming City Water Plant  
16700 New Holland St  
Holland, MI 49424

### Invoice details

Invoice no.: 1106  
Terms: Net 30  
Invoice date: 07/10/2023  
Due date: 08/09/2023

Product or service	Amount
<b>1. Labor</b> Service date: 07/10/2023 Two full days of work, day rate of \$3000. 2 days x \$3000 = \$6000 Day 1: Took down old tower that had snapped in half, removed antennas and equipment for testing, all turned out to be okay and in operating condition. Delivered new tower to site and began to prep it. Day 2: Erected new tower and mounted antennas and coax Day 3: Finished last few final touches, connected coax to corresponding radios.	2 units x \$3,000.00 \$6,000.00
<b>2. Crane</b> 2 days of crane rental. One day to take old tower down, another day to put new tower up	1 unit x \$1,500.00 \$1,500.00
<b>3. Welding</b> Cost to bring a welder on site to properly brace tower.	1 unit x \$1,000.00 \$1,000.00
<b>4. MATERIALS</b> New antenna brackets (old brackets were rusting and not in good condition), tower bolts, and misc hardware - \$200 4 connectors (2 n male 5/8 connectors, and 2 1/2 connectors for the jumpers) - \$90	1 unit x \$290.00 \$290.00
<b>5. 5/8 Coax</b> 500ft of 5/8 coax	500 units x \$1.50 \$750.00
<b>6. Tower</b> Self Supporting tower to replace old broken tower. We are giving you the tower for free. This tower does not have a warranty, paper work, foundation design to match, or a tower tag.	1 unit x \$0.00 \$0.00

We highly suggest pouring concrete around the base of the tower to cover up the anchor bolts. Who ever originally installed the tower did not put galvaniz ed anchor bolts in, and they WILL rot away just like the bolts holding the old tower together did. Would pour the concrete to cover bolts and the base of the tower where the old and new one joins.

**Total** **\$9,540.00**

We Appreciate Your Business!

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

RESOLUTION TO ACCEPT A PROPOSAL TO REPLACE A  
SECOND TRANSFORMER BUS AT THE WATER TREATMENT PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Buist Electric, Inc. to replace a second transformer bus at the Water Treatment Plant in the total estimated amount of \$140,512.00.
2. It is further recommended City Council authorize 5% for contingency.
3. Funds are available in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Buist Electric, Inc. to replace a second transformer bus at the Water Treatment Plant.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The City Council authorizes a 5% contingency and authorizes the City Manager to approve and sign change orders that are within the contingency.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Proposal

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

## STAFF REPORT

Date: July 20, 2023

Subject: Transformer Bus Replacement

From: Dan Kleinheksel, Utility Maintenance Manager

Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended that City Council accept the proposal from Buist Electric, Inc. for the replacement of a second transformer bus at the Water Treatment Plant in the amount of \$140,512.00 with a 5% contingency for a total estimated repair amount of \$147,537.60.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of utility plant equipment contributes to the efficiency of the equipment, and the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

### **DISCUSSION:**

The Water Treatment Plant South Treatment Facility is powered by two 4,160-volt transformers. On November 11, 2022, the 4,000-amp bus of transformer A catastrophically failed due to a three-phase short circuit fault. This resulted in an arc flash which completely melted the copper bus and left much of the facility without power. On February 6, 2023, City Council accepted the proposal from Buist Electrical via resolution No. 27611 to replace the faulted bus. Rather than a direct replacement which would be susceptible to the same conditions and shortcomings, the new bus was installed underground for a more robust and longer lasting installation.

In addition to the bus A replacement, the scope of work included the testing and assessment of the second bus that supplies power to the South Treatment Facility, bus B. Buist Electric found bus B to be in similar condition to bus A, aside from the arc flash and short circuit. Failed seals led to water and debris infiltrating the bus causing corrosion and degradation. Testing of the bus revealed poor insulation resistance. Due to the visual inspections and testing, it is not recommended to put bus B back in service.

Therefore, plant staff contacted four local electrical contracting firms with the capabilities and experience in replacing a transformer bus of this size. Each electrical contractor was provided the same information to ensure a fair, competitive opportunity. Three electrical contractors made a site visit to review the work and provided the proposals as follows:

Buist Electric	\$140,512.00
Newkirk Electric Associates	\$142,500.00
Parkway Electric	\$153,170.00

After reviewing the proposals received, Buist Electric's proposal was found to meet the scope of work and was the lowest cost. Buist Electric performed excellent work with the replacement of bus A so we are confident they will perform well with the replacement of bus B. Therefore, it is recommended that City Council accept the proposal from Buist Electric, Inc. for the replacement of a second transformer bus at the Water Treatment Plant in the amount of \$140,512.00 with a 5% contingency for a total estimated repair amount of \$147,537.60.

**BUDGET IMPACT:**

Adequate funds exist in account #591-591-55300-930.000.

CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

Contractor means: Buist Electric, Inc. d/b/a Buist Testing  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2 84<sup>th</sup> St SW  
[Contractor's street address]  
Byron Center, MI 49315  
[Contractor's city, state & zip]

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

Effective Date means: August 8, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

**City of Wyoming**

**Buist Electric, Inc. d/b/a Buist Testing**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: Joel Blount [Signature of contractor]  
[Signature officer, director or principal of Contractor]  
Joel Blount Project Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: July 20, 2023

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:



\_\_\_\_\_  
Scott G. Smith, City Attorney

CITY OF  
**Wyoming**  
MICHIGAN

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
  - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
  - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
  - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (i.e., they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
  - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.
8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the

project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

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

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

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

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

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

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

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

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

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person      \$2,000,000 per occurrence

<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

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

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

**EXHIBIT B**



POWER SYSTEM STUDIES | CONSULTING | PREDICTIVE INSPECTIONS | ACCEPTANCE TESTING | MAINTENANCE TESTING | PREVENTATIVE MAINTENANCE | SERVICE AND REPAIRS

June 30, 2023

Quotation #: **FT230247 R1**

**Dan Kleinheksel**  
**City of Wyoming**  
16700 New Holland  
Holland, MI 49424

RE: WWTP - Replacement of B Side Transformer to Switchgear Bus Duct

Dan:

Buist has reviewed the work requirements and will provide labor, material, and equipment to complete the following:

**Demo & recycle 70' of existing 4000A feeder busway between STF-XFMR B and Main B, then refeed Main B with wire.**

- Item A - 4200A Underground Feeder
  - Remove XFMR B. Demo/core and chip pad to allow for installation of a (10) 4" duct underground duct bank stubbed into the space through link seals and supported on a trapeze below switchgear.
  - Complete (10) conduits into bottom of Section 8 (Main B).
  - Repour pad for Transformer B.
  - Re-set transformer.
  - Pull new conductors (10) sets of 600KCMil CU between XRMR and Main Breaker A. Terminate on both ends.
  - Test cables and re-energize.

Total **Bid** Price: **\$139,440.00**

Total **Performance Bond** Price for Item A: **\$1,072.00**

Due to supply chain challenges, material costs are subject to review until a PO is received, at which time we will secure all available materials. For longer lead time items, we are seeing shorter expiration dates on supplier / manufacturer quotes, as well as price escalation in the interim between PO issuance and date of shipment. We will make every effort to keep you informed and be transparent with any costs we need to pass along on these items. We regret the necessity of this addition to our quote letters and will continue to work diligently to keep these costs in check - looking forward to the day this statement can be removed. We appreciate your understanding and thank you for the opportunity to submit the quote.

If you have any questions, please contact me at 616-583-5216 or email [jblount@buistelectric.com](mailto:jblount@buistelectric.com).

Respectfully,

**BUIST ELECTRIC**

*Joel Blount*

Joel Blount  
Project Manager

JB/kv

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

RESOLUTION TO ACCEPT A PROPOSAL FOR THE  
PAINTING OF VAULT PIPING AT THE WATER TREATMENT PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fedewa, Inc. for the painting of vault piping at the Water Treatment Plant in the amount of \$17,000.00.
2. Funds are available in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Fedewa, Inc. for the painting of vault piping at the Water Treatment Plant in the amount of \$17,000.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
 Staff Report  
 Contract  
 Quotation

## STAFF REPORT

Date: July 25, 2023

Subject: Vault Pipe Painting

From: Dan Kleinheksel, Utility Maintenance Manager

Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended the City Council accept the proposal provided by Fedewa Inc. for the painting of vault piping at the Water Treatment Plant in the amount of \$17,000.00.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Regular and proper upkeep of plant facilities and infrastructure contributes to their longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

### **DISCUSSION:**

Underground vaults at the Water Treatment Plant house piping for various processes. Two such vaults that are a part of the reclaim process have endured environmental conditions which have resulted in pipe coating deterioration and corrosion. Repainting the vault piping to prolong the life of this plant infrastructure is prudent.

Therefore, three local painting contractors who have successfully performed work at the Water Treatment Plant were contacted for a proposal. Each contractor was provided with the same scope of work to ensure a fair, competitive process, and each contractor made a site visit to review the work. All three contractors provided a proposal, and they are as follows:

Fedewa Inc.	\$17,000.00
Dave Cole Decorators Inc.	\$28,700.00
VanDerKolk Painting	\$26,540.00

Upon review of the proposals, Fedewa Inc. was the lowest proposal for the requested scope of work. Fedewa Inc. has performed quality work at the utility plants in past projects including the painting of the Low Service building last winter. Therefore, it is recommended the City Council accept the proposal provided by Fedewa Inc. for the painting of vault piping at the Water Treatment Plant in the amount of \$17,000.00.

**BUDGET IMPACT:**

Adequate funds exist in the Water Treatment Plant Account #591-591-55300-930.000.



CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

Contractor means: Fedewa Inc.  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4315 E. M79 hwy  
[Contractor's street address]  
Hastings, MI 49058  
[Contractor's city, state & zip]

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

Effective Date means: August 8, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

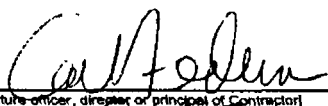
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

**City of Wyoming**

**Fedewa Inc.**


By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By:   
(Signature of officer, director or principal of Contractor)  
Carl Fedewa  
(Typed/Printed Name & Title of Person Signing for Contractor)

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: 7-19, 2023

Date signed: \_\_\_\_\_, 20\_\_

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

# Wyoming

## EXHIBIT A

### CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

5. **Qualifications.** Contractor represents and promises that:

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

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

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

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

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

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race,

color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSUREDS</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

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

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

**EXHIBIT B**



**FEDEWA**

4315 E. M79 hwy  
Hastings, MI 49058  
Proposal for services  
Wyoming, MI

-Blast and paint two vaults with piping

Please find the following proposal for Blasting and painting the pipes in the two vaults at the WTP.

Protect reclaim wetwell from dust /debris

Sand blast all steel to a SP10 near white standard

Two coats of Amerlock 400 @ 4-8 mils DFT per coat

Clean up all sand and debris

**Abrasive blast clean the piping in two vaults, two coat epoxy with a stripe coat, \$17,000**

Thankyou for allowing us the opportunity to submit a bid on this project.

Carl Fedewa-Pres

Fedewa Inc

269-838-7313

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

RESOLUTION TO AWARD A BID FOR THE  
GEZON BOOSTER STATION GENERATOR UPGRADES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council award the bid for the Gezon Booster Station Generator Upgrades to Buist Electric, Inc in the amount of \$2,602,502.00, which includes a \$50,000.00 allowance for unforeseen conditions.
2. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bid for the Gezon Booster Station Generator Upgrades to Buist Electric, Inc.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council authorizes the City Manager to sign change orders within the \$50,000.00 allowance.
4. The City Council approves the attached budget amendment.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

ATTACHMENTS:  
 Budget Amendment  
 Staff Report  
 Tetra Tech Letter  
 Contract

\_\_\_\_\_  
 Kelli A. VandenBerg, Wyoming City Clerk

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



## STAFF REPORT

Date: July 19, 2023

Subject: Gezon Booster Station Generator Upgrades

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: August 7, 2023

---

### **RECOMMENDATION:**

It is recommended the City Council award the bid from Buist Electric for the Gezon Booster Station Generator Upgrades in the amount of \$2,602,500.00.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Proper stewardship of our assets requires the prudent replacement of utility plant equipment and appurtenances that have reached the end of their life cycles, contributing to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations. The replacement of the existing Gezon generator will ensure adequate and reliable power is available for pumping water to the City of Wyoming and wholesale customers.

### **DISCUSSION:**

The Gezon Booster Station retains a backup generator to power the station in the event of a utility power outage which is necessary to maintain a pressurized water system. The existing generator and underground diesel storage tank have been in service for over 30 years and are nearing the end of their useful life. Additionally, due to distribution system growth over the past decades, the existing generator does not have the capacity to run the pumps required to meet customer use during the summer demand season. Waiting to replace such critical equipment until failure would have severe consequences on the ability to maintain the water supply to the distribution system. Upgrading and modernizing this system and its equipment will ensure satisfactory and dependable power is available for pumping water to the City of Wyoming and wholesale customers for decades to come.

Therefore, Tetra Tech was engaged to perform design, administration, integration, and project oversight for Gezon Booster Station generator upgrades via Resolution No. 27411 on June 20, 2022. Specifications were developed by Tetra Tech and advertised via the City's website. On May 10, 2023, a prebid meeting was held with seven contractors in attendance. Bids were opened on June 6, 2023, and Buist Electric's bid for \$2,602,500.00 was the only bid received. While multiple competitive bids are preferred, the bid from Buist Electric is very close to the \$2,537,500.00 opinion of probable construction cost provided during the project design by Tetra Tech on March 5, 2023. The lead time for the generator is estimated at 74 weeks so the project will not be underway until late 2024.

Based on the information presented and the critical function of providing dependable power to the Gezon Booster station for pumping water to the City of Wyoming and wholesale customers, it is recommended the City Council award the bid from Buist Electric for the Gezon Booster Station Generator Upgrades in the amount of \$2,602,500.00.

**BUDGET IMPACT:**

Replacing the Gezon generator has been in the capital budget since 2019. Due to cost increases and additional work required for underground fuel storage tank removal and generator housing requirements, the anticipated cost escalated requiring the budget amendment attached. After amending the budget, sufficient funds will be available in capital outlay account number 591-591-57300-986.444.



June 7, 2023

*Transmitted Electronically*

Mr. Dan Kleinheksel  
City of Wyoming Utility Maintenance Manager  
2350 Ivanrest  
Wyoming, Michigan 49418

*Re: Recommendation of Award: Wyoming Gezon Booster Station Generator Upgrades*

Dear Mr. Kleinheksel:

Tetra Tech has completed review of the bid received in response to the Request for Bid for contractor services related to City of Wyoming Gezon Booster Pump Station Generator Upgrades project.

There was one project bidder, Buist Electric Inc.

The bid arrived before the 11:00am June 6<sup>th</sup>, 2023 deadline and included required bid-bond.

Bid Summary:

<b>Item</b>	<b>Buist</b>
Total Bid Price (including item below)	\$2,602,500
Lump Sum Allowance for Unforeseen Conditions	\$50,000
<b>TOTAL BID</b>	<b>\$2,602,500</b>

After careful review the single bid submission, Tetra Tech recommends awarding the *Wyoming Gezon Booster Pump Station Generator Upgrades* project to **Buist Electric Inc.**

We look forward to working with you on this effort. Please contact me at 734-417-4430 if you have questions or require additional information.

Sincerely,

Mick S. Jones, P.E.  
Senior Project Manager

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Wyoming (“Owner”) and **Buist Electric Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and other Contract Documents.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. The Work consists of improvements to the City of Gezon Booster Station generally describe as follows:

**GEZON BOOSTER STATION GENERATOR UPGRADES.**

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:  
**GEZON BOOSTER STATION GENERATOR UPGRADES.**

## ARTICLE 3—ENGINEER

3.01 The Owner has retained Tetra Tech, Inc., whose address is 1136 Oak Valley, Ann Arbor, MI 48108 (“Engineer”) to act as Owner’s Engineer, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract Documents.

3.02 The Project has been designed by Engineer.

3.03 Engineer shall work closely and cooperatively with the Owner’s representative, who the Owner has designated to be the Wyoming WTP Superintendent, Bob Veneklasen. The Owner’s representative is authorized to act on behalf of the Owner with respect to the Project, subject to applicable laws and parameters of authority expressly established by the Owner’s Board of Trustees. Engineer shall routinely and accurately inform the Owner’s representative on matters related to the Project.

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
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and American Society of Civil Engineers. All rights reserved.

Page 1 of 9

City of Wyoming  
Gezon Booster Station  
Generator Upgrades

Contract No. 200-12757-22002

00500-1

June 13, 2023

4.02 Not Used

4.03 *Contract Times: Dates*

- B. The Work will be substantially complete 700-days (calendar) from notice to proceed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 730-days (calendar) of notice to proceed.

4.04 *Not Used*

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. *Substantial Completion:* Contractor shall pay Owner Five Hundred and 00/100 Dollars (\$500.00) for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner Five Hundred and 00/100 Dollars (\$500.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, that are solely attributable to such delay, except for special damages specified in this Agreement. The Contractor acknowledges and agrees that the foregoing sentence does not preclude its responsibility for damages that are not solely attributable to delay.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.05 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Work to be

completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts shown on the bid/proposal form, subject to adjustment under the Contract.

## **ARTICLE 6—PAYMENT PROCEDURES**

### *6.01 Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### *6.02 Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety percent (90%) of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage. If the character and progress of the Work have not been satisfactory to the Owner and Engineer, the Owner may continue to withhold retainage of up to ten percent (10%).

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to

Paragraph 15.01E of the General Conditions, and less 100 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of zero percent (0%) per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney)
  - b. Payment bond (together with power of attorney)
3. General and Supplementary Conditions.
4. Specifications as listed in the table of contents of the project manual.
5. Bidding Documents/Specifications.
6. Documents referenced as “Contract Documents” within any of the Contract Documents.
7. Drawings consisting of a cover sheet and sheets enumerated as follows:

<b>Volume I</b>	<b>Drawing No</b>
Electrical	E-1 through E-23, inclusive
Instrumentation	I-1 through I-2, inclusive

8. Addenda (numbers [number] to [number], inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor’s Bid.

- b. Insurance Specifications.
  - c. City of Wyoming documents, including “City of Wyoming Request for Bids/Proposals”, “Bid/Proposal Requirements”, “Consideration of Bids/Proposals”, “City Contract Standard Terms and Conditions”, “Risk Allocation and Insurance”, “Bonds and Liens”, and “Bid/Proposal Form” (Pages, all).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Other Bonds, if any.
- B. The Contract Documents listed in Paragraph 7.01.A may be attached to this Agreement, but are acknowledged by the Contractor as having been received, reviewed, and accepted.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.
- E. In the event of any inconsistency or ambiguity within, between, or among any Contract Document(s), the provision that is most beneficial to the Owner, as determined in the Owner’s sole discretion, shall govern.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor’s Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and all other related information, data, and requirements in the Bidding Documents.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with and agrees to comply with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, including with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents, including with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Contract Documents or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
8. Based on the information and observations referred to in this Article 8, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
9. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
10. All claims and disputes arising from related Work at Site by other contractors shall be settled in accordance with the Contract Documents.
11. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
12. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

13. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
14. Contractor acknowledges that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability that can be reasonable accommodated. Contractor must include this covenant in any agreement with any subcontractor employed in the performance of this Contract. A breach of this covenant shall be regarded as a material breach of the Contract.
15. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions and Contract Requirements*

- A. Owner and Contractor acknowledge that a modified version of the General Conditions applies to this Project and is hereby incorporated by reference as if fully restated. Contractor acknowledges having received and reviewed the modified General Conditions and agrees to be bound by the terms therein.
- B. Contractor acknowledges and agrees that all the following apply to this Contract and are incorporated herein by reference as if fully restated:

**ARTICLE 9 – MISCELLANEOUS**

9.01 Terms.

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:  
 City of Wyoming  
 \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
 1155 28<sup>th</sup> Street SW  
 Wyoming, MI 49509

Designated Representative:  
 Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
 City of Wyoming  
 1155 28<sup>th</sup> Street SW  
 Wyoming, MI 49509

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:  
 Buist Electric  
 \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: June 13, 2023  
 \_\_\_\_\_  
*(date signed)*

Name: Steve Longstreet  
 \_\_\_\_\_  
*(typed or printed)*

Title: President  
 \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
 2-84th Street, SW  
 Byron Center, MI 49315

Designated Representative:  
 Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
 Buist Electric  
 2-84th Street, SW  
 Byron Center, MI 49315

Phone: 616-878-3315  
 \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

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

RESOLUTION TO ACCEPT A PROPOSAL  
FOR PROFESSIONAL SERVICES FOR THE EVALUATION  
OF THE HIGH STRENGTH WASTEWATER SURCHARGE PROGRAM

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fishbeck for professional services for the evaluation of the Clean Water Plant's high strength wastewater surcharge program in the total amount not to exceed \$10,500.
2. Funds are available in account number 590-590-54700-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Fishbeck for professional services for the evaluation of the high strength wastewater surcharge program in the total amount not to exceed \$10,500.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contract  
Proposal  
Agreement

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

## STAFF REPORT

Date: July 17, 2023

Subject: Extra-Strength Surcharge Program Evaluation

From: Lisa Bartrum, Environmental Services Supervisor

CC: Myron Erickson, Director of Public Works

Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended that City Council accept the proposal for professional services for the evaluation of the Clean Water Plant's high strength wastewater surcharge program, as outlined in the attached agreement from Fishbeck for an amount not to exceed \$10,500, and to authorize the Mayor and City Clerk to sign the associated contract.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Effective management of surcharge thresholds and rates for high strength wastewaters is vital to the protection of our treatment facility, and it is fiscally prudent to ensure we are recovering our costs of treatment.

### **DISCUSSION:**

The Clean Water plant has a defined treatment capacity, a portion of which is allocated to non-domestic users that are permitted to discharge wastewater containing pollutants above typical residential concentrations. Wastewaters containing pollutant concentrations higher than normal domestic sewage require more energy to treat, the cost of which is recovered by a surcharge assessed to the discharger. The pollutant concentrations contained in residential sewage are known as *surcharge thresholds*, and it is prudent to periodically reevaluate these threshold concentrations and the surcharge rates themselves. Failure to do so could lead to undercharging the high strength waste dischargers, in effect using residential sewer rates to subsidize commercial sewer use.

The plant's current surcharge thresholds and surcharge rates were last reviewed in 2018 by the engineering consultant Fishbeck using a proprietary model that is significantly more detailed and representative than historical rule of thumb approaches. Fishbeck has nationally recognized expertise in this area and conducted the last four plant capacity studies as well as the most recent surcharge threshold and rate study for us. We believe this makes Fishbeck uniquely qualified to reevaluate these surcharge thresholds and rates without having to first perform a new plant capacity study, which would incur additional cost and is not needed at this time.

**BUDGET IMPACT:**

Sufficient funds have been budgeted and can be found in the Sewer Fund account #590-590-54700-801.000.

Attachments:

City of Wyoming Professional Services Contract, Signed

Fishbeck Proposal for Professional Services

Fishbeck Professional Services Agreement, Signed

CITY OF  
**Wyoming**  
MICHIGAN

**PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(OVER \$8,500)

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

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

Professional means: Fishbeck  
(Name of contracting entity)  
A Michigan Corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
1515 Arboretum Drive, SE  
(Professional's street address)  
Grand Rapids, MI 49546  
(Professional's city, state & zip)

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

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

Effective Date means: July 5, 2023.

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

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

**TERMS AND CONDITIONS**

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

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

None.

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

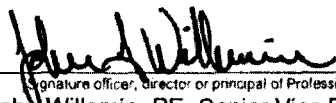
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

Fishbeck

By: \_\_\_\_\_  
Kent Vanderwood, Mayor


By:   
(Signature officer, director or principal of Professional)  
John Willemin, PE, Senior Vice President  
(Typed/Printed Name & Title of Person Signing for Professional)

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: July 6, 2023

Date signed: \_\_\_\_\_, 20

Approved as to form:

  
Scott G. Smith, City Attorney

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.
4. **Qualifications.** Professional represents and promises that:
  - A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
  - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - E. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that professionals or others engage in for or on behalf of City. Accordingly:
  - A. Professional in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Professional will engage with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - D. Professional must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
  - F. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
6. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
7. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. **W-9.** Before beginning work Professional will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

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

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

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

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

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

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

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person      \$2,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>PROFESSIONAL LIABILITY INSURANCE</b>

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

**ADDITIONAL INSUREDS**

If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

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

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

**EXHIBIT B**

June 19, 2023

Lisa Bartrum  
Environmental Services Supervisor  
City of Wyoming – Clean Water Plant  
2350 Ivanrest Avenue, Southwest  
Wyoming, MI 49418

**Proposal for Professional Services**  
**Wastewater Treatment Plant Extra-Strength Surcharge Program Evaluation**

Fishbeck is pleased to provide this proposal to the City of Wyoming (City) for assistance in conducting an evaluation of the extra-strength surcharge program applicable to the Wyoming Clean Water Plant (CWP).

## Statement of Understanding

The extra-strength surcharge program recovers incremental operating and maintenance (O&M) costs incurred by the City while treating nondomestic wastes with higher pollutant concentrations than normal domestic sewage. The program applies to 5-day biochemical oxygen demand (BOD<sub>5</sub>), total suspended solids (TSS), ammonia as nitrogen (Ammonia-N), total phosphorus (Total P), and fats, oils, and grease (FOG); where significant organic nitrogen is present, total Kjeldahl nitrogen (TKN) is substituted for Ammonia-N. We understand the City would like to reevaluate the existing program, which was last evaluated in 2018 by Fishbeck.

## Scope of Services

Fishbeck has developed a method for determining surcharge rates that has been successfully applied over the past several years and is significantly more detailed and representative than historical rule-of-thumb approaches.

Activities will include the following:

- A. Review the CWP's operating and financial data to identify current influent loads and applicable O&M costs.
- B. Calibrate our surcharge rate calculations specifically to the CWP, then run a base analysis of the process-by-process O&M cost breakdown. These documents include a mass balance model that is linked with CapdetWorks® (Hydromantis, Inc.), a commercially available program that helps to estimate O&M costs using algorithms developed by the U.S. Environmental Protection Agency.
- C. Apply the calibrated calculations to simulate how O&M costs respond to increases in influent loads of BOD<sub>5</sub>, TSS, Ammonia-N, and Total P and review the results to calculate the corresponding \$/pound rates.
- D. Develop a model of FOG through the CWP that is calibrated with current average conditions, focusing on the FOG removed in primary treatment and accumulating in the sludge. The model will be applied with current biosolids disposal costs to calculate the per-pound treatment cost for FOG.
- E. Summarize results in a technical memo. After incorporating comments from City staff, we will finalize the memo and furnish an electronic copy for your records.

## Schedule of Services

We anticipate it will take approximately four months to complete the above-described scope of services upon the receipt of all necessary data from the City.

## Professional Services Fees

Fishbeck proposes a lump sum fee of Ten Thousand Five Hundred Dollars (\$10,500).

## Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Jody Libka ([jlibka@fishbeck.com](mailto:jlibka@fishbeck.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt. If you have any questions or require additional information, please contact me at 616.464.3934 or [cmhaybarker@fishbeck.com](mailto:cmhaybarker@fishbeck.com).

Sincerely,



**Corrine M. Haybarker**  
Environmental Engineer

Attachments  
By email

## Professional Services Agreement

**PROJECT NAME** Wastewater Treatment Plant Extra-Strength Surcharge Program Evaluation  
**FISHBECK CONTACT** John A. Willemin, PE  
**CLIENT** City of Wyoming – Clean Water Plant  
**CLIENT CONTACT** Lisa Bartrum  
**ADDRESS** 2350 Ivanrest Avenue, Southwest, Wyoming, MI 49418

Client hereby requests and authorizes Fishbeck to perform the following:

**SCOPE OF SERVICES:** Professional Services in accordance with the Fishbeck Letter Proposal dated June 19, 2023.

**AGREEMENT.** The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services, attached.
- Proposal dated June 19, 2023.
- Other:

**METHOD OF COMPENSATION:**

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates plus Reimbursable Expenses
- Other:

**Budget for Above Scope of Services:** Ten Thousand Five Hundred Dollars (\$10,500)

**ADDITIONAL PROVISIONS (IF ANY):** None.

**APPROVED FOR:**

City of Wyoming – Clean Water Plant

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ACCEPTED FOR:**

Fishbeck

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

  
Senior Vice President

July 13, 2023

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

RESOLUTION TO ACCEPT A BID EXTENSION FOR SODIUM HYPOCHLORITE  
FROM ALEXANDER CHEMICAL CORPORATION THROUGH  
THE WEST MICHIGAN COOPERATIVE PURCHASING GROUP

WHEREAS:

1. As detailed in the attached staff report, the City cooperatively purchases sodium hypochlorite from Alexander Chemical Corporation through the West Michigan Cooperative Purchasing Group, which includes the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon.
2. It is recommended the City accept the West Michigan Cooperative Purchasing Group bid extension.
3. It is estimated the City will spend approximately \$538,748.00 at the Drinking Water Plant and \$255,000.00 at the Clean Water Plant.
4. Funds are budgeted in account numbers 591-591-55300-740.000, 590-590-54300-740.000, and 590-590-54800-740.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid extension for sodium hypochlorite from Alexander Chemical Corporation through the West Michigan Cooperative Purchasing Group.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 7, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Change Order

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

## STAFF REPORT

Date: July 24, 2023

Subject: Sodium Hypochlorite Cooperative Bid

From: Robert Veneklasen, Water Plant Superintendent

CC: Myron Erickson, Director of Public Works & Utilities

Meeting Date: August 7, 2023

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### **RECOMMENDATION:**

It is recommended the City Council accept the West Michigan Cooperative purchasing group bid extension for Sodium Hypochlorite (aka bleach) provided by the City of Grand Rapids from Alexander Chemical to supply the Water Treatment Plant and the Clean Water Plant.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Participation in the West Michigan Cooperative purchase of chemicals provides the City with the most favorable pricing for the necessary treatment chemicals through the greater quantity to be supplied. In additions, cooperative purchasing maintains communications and common benefits between the participating municipal utilities.

### **DISCUSSION:**

The City of Grand Rapids has accepted and awarded a contract for the purchase of sodium hypochlorite. This is an acceptance of the third year of a three-year bid period with annual renewals. The bids were received by the City of Grand Rapids as part of the West Michigan Cooperative purchasing strategy with participation by the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City of Wyoming has participated in the cooperative purchasing program for over fifteen years.

The initial and subsequent years bids were submitted by Alexander Chemical. Alexander Chemical has been the lowest responsible bidder to supply sodium hypochlorite for a number of years. The extended price of \$2.615 per gallon remains the same as last year's final pricing. This pricing appears to indicate some stabilization of the raw material costs that has resulted in periodic price increases in the past few years. This bid price is for sodium hypochlorite supplied to the Water Treatment Plant and the Clean Water Plant.

### **BUDGET IMPACT:**

Based on the average water treatment flows for the past seven years the anticipated cost for sodium hypochlorite at the Water Treatment Plant is \$538,748.00 and \$255,000.00 for the Clean Water Plant.

Adequate funds were budgeted in account number 591-591-55300-740.000 (WTP) and accounts 590-590-54300-740.000 (\$30,000.00) and 590-590-54800-740.000 (\$225,000.00) (CWP).



## Change Order to Contract

**Date:** April 18, 2023

**Vendor:** Alexander Chemical Corporation  
7593 S First Road  
LaPorte, IN 46356

**Department:** ESD, LMFP

**Contract Number:** MA 233 21000166

**Contract Title:** Bulk Chemicals, Liquid Sodium Hypochlorite

**Term Contract Change:** XX

**To Extend Contract Period To:** April 12, 2024

**Bid File No.** 885-40-49

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### Vendor Note Change as Follows:

**Contract Renewal:**

Year three Contract renewal. Temporary pricing effective 10/1/22 to continue - \$522.00 per ton or \$2.615 per gallon. All other terms, conditions, requirements, specifications remain in full force and effect.

Annual expenditures for City of Grand Rapids shall not exceed \$1,077,000.00.

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Purchasing Buyer: Kelly Criner

cc: Department  
Bid Pack

**From:** [Dunlap, John](#)  
**To:** [Criner, Kelly](#)  
**Subject:** RE: City of Grand Rapids Contract  
**Date:** Friday, April 14, 2023 9:56:29 AM

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**[Stop. Think. Read. This is an external email. Please use caution when clicking on the links and opening attachments in unsolicited email.]**

Kelly, per your request, Alexander can extend current pricing for the next 90 days and will review again at that time, this is for all members for the entire consortium, including Grand Rapids, Holland, Wyoming, Muskegon HTs, Muskegon, and Grand Haven. Call me with any questions.

Best Regards

**John Dunlap**



Account Manager

Office: 219-402-0403

Mobile: 773-875-5140

Website: [www.alexanderchemical.com](http://www.alexanderchemical.com)

Ordering: [orders@alexanderchemical.com](mailto:orders@alexanderchemical.com)

---

**From:** Criner, Kelly <[kcriner@grand-rapids.mi.us](mailto:kcriner@grand-rapids.mi.us)>  
**Sent:** Tuesday, April 11, 2023 6:14 AM  
**To:** Dunlap, John <[John.Dunlap@alexchem.com](mailto:John.Dunlap@alexchem.com)>  
**Subject:** City of Grand Rapids Contract

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

Hi John,

The 3<sup>rd</sup> year renewal is approaching for the City of Grand Rapids and the Co-Ops contract with Alexander Chemical. I would like to request that the current pricing remain.

Please let me know your thoughts on this.

Sincerely,

Kelly Criner  
Buyer, Purchasing

City of Grand Rapids  
300 Monroe Avenue NW, Suite 720  
Grand Rapids, MI 49503  
[kcriner@grcity.us](mailto:kcriner@grcity.us) | 616.456.3172

ORDINANCE NO. 10-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES BY  
ADDING SUBSECTION (139) TO REZONE 804 AND 810 KENNETH STREET SW  
FROM B-2 LOCAL BUSINESS TO R-2 RESIDENTIAL

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (139) to read as follows:

- (139) (a) To rezone the following described property at 804 and 810 Kenneth Street SW (parcel 41-17-14-483-016) from B-2 Local Business District to R-2 Residential:

**804 KENNETH STREET SW (PARCEL C), AS SURVEYED:**

PART OF LOTS 15 AND 16 OF A. RODENHOUSE PLAT NO. 1, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE S87°50'22"E 93.58 FEET ALONG THE NORTH LINE OF SAID LOTS 15 AND 16; THENCE S00°00'31"W 123.99 FEET; THENCE N89°46'57"W 93.64 FEET TO THE WEST LINE OF SAID LOT 16; THENCE N00°03'48"E 127.16 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING.

**810 KENNETH STREET SW (PARCEL D), AS SURVEYED:**

PART OF LOT 15 OF A. RODENHOUSE PLAT NO. 1, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15; THENCE N87°50'22"W 86.21 FEET ALONG THE NORTH LINE OF SAID LOT 15; THENCE S00°00'31"W 108.54 FEET; THENCE S89°52'17"E 86.18 FEET TO THE EAST LINE OF SAID LOT 15; THENCE N00°00'21"W 105.48 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2023.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kelli A. VandenBerg  
Wyoming City Clerk

August 1, 2023

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to Rezone 804 and 810 Kenneth Street SW from B-2 Local Business to R-2 Residential (Section 14) (Rick DeKam & 36<sup>th</sup> Street Group LLC)

Planning Commission Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 18, 2023. At the meeting, a motion was made by Gilreath-Watts, supported by Lamer, to recommend that City Council approve the proposed rezoning. The motion to approve passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

These properties, located at 804 and 810 Kenneth Street SW, are vacant and recently created by a four-way parcel split of a commercial parcel fronting 36<sup>th</sup> Street. The owner proposes to redevelopment these properties as residential homes. Currently, they are zoned as B-1 Local Business, which does not allow for residential uses. The property owner requests that they be rezoned as R-2 Residential, which would allow for them to be redeveloped with as residences.

The R-2 zone district provides single-family residential uses which are appropriate for this location. With other R-2 parcels adjacent to these parcels, R-2 uses would fit with and contribute to the character of the neighborhood.

The city's 2019 Analysis of Impediments (AI) and Housing Needs Assessment (HNA) also calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a greater contribution to meeting Wyoming's housing need as Corridor Sub-Urban.

No members of the public offered comment on this agenda item.

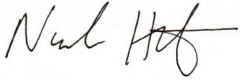
community • safety • stewardship

CITY COUNCIL

Robert Arnoys   Tommy Brann   Sheldon DeKryger   Renee Hill   Marissa Postler   Robert Postema  
**Kent Vanderwood, Mayor**

If approved for the proposed rezoning, the property owner would be able to redevelop these properties as residences by right. A copy of the proposed rezoning survey is attached to this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

Nicole Hofert, Director of Community and Economic Development  
Community and Economic Development Department

Cc: John Shay, City Manager

radii minimum.

5. Provide fire hydrants as needed based on city hydrant spacing and standpipe requirements if required.
6. Must meet fire truck turn radius based on city fire requirements.
7. Must meet all fire codes through full plan review.

Micele opened the public hearing at 7:10 PM. There was no public comment and the public hearing was closed.

Craig Patterson, Senior Vice President of Woda Cooper Companies, 518 Lakeside Dr, Mackinac City, MI, introduced himself. Patterson told the commissioners that Woda Cooper manages all of their properties themselves to ensure they are well managed. He spoke briefly about the multiple phases of the project. He said he is available for comments.

A motion was made by Randall, supported by Hall, to grant the proposed rezoning request from B-2 General Business to FBC-CS at 2929 Burlingame Avenue SW and recommends the same to City Council.

Weller asked for clarification on the heights of the buildings being shown on the site plan.

Hofert confirmed that some details have not been finalized since this is a rezoning request. More details will be provided during the special use approval request should the rezoning be approved.

Zapata said that Cherry Health has been vital for providing healthcare services for families at Wyoming Public Schools so she would like the clinic to remain operational during construction.

Randall said she appreciates staff and the developer working together to determine the form based code request over an alternative zoning designation because it restricts the types of commercial uses that could occur if this project does not move forward.

A vote on the motion carried unanimously.

#### AGENDA ITEM NO. 2

Request to approve a rezoning from B-1 Local Business District to R-2 Residential District at 804 and 810 Kenneth Street SW (Section 14) (Rick DeKam & 36<sup>th</sup> Street Group LLC).

Smith said that the parcels are located at 804 and 810 Kenneth Street SW and are 0.20 and 0.27 acres respectively. Both parcels are the result of a recent parcel split and are vacant. Smith

explained that the sites are currently zoned B-1 Local Business District and outlined the various uses of the surrounding land.

Smith explained to the commissioners that in early 2023, the owner of these parcels received approval to split the parent parcel, which fronted 36<sup>th</sup> Street and extended back to Kenneth Street. This parcel split resulted in four child parcels. The owner intends for the two southern parcels with 36<sup>th</sup> Street frontage to remain commercial, but requests that the two northern parcels be rezoned to R-2 to be compatible with the residential neighborhood along Kenneth Street.

Smith stated that unlike other zoning procedures such as special use approval, site plan review, or planned unit development, ordinance amendments and rezonings are legislative decisions and not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

(A) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as Corridor Commercial, but these are the only parcels in this area that are identified as Corridor Commercial that have no frontage on a thoroughfare. The parcel split was not contemplated in the Master Plan and these two parcels should be considered alongside the adjacent Suburban Residential parcels, which makes this rezoning compatible with the envisioned future use.

(B) *Compatibility of the allowed uses with existing and future land uses;*

The parcels are currently vacant and their dimensions are suitable for single family residential. The adjacent parcels to the north and west are all envisioned as Suburban Residential and zoned as R-2.

(C) *Capability of the property to be served by public services;*

The property can be served by public utilities.

(D) *Ability of the property to be used as currently zoned; and*

The property's current B-1 zoning does not allow for single-family homes. After the parcel split, these properties have no visibility from 36<sup>th</sup> Street and their dimensions are too small to be viable as commercial parcels in this context. Their frontage on a residential street and their dimensions make single-family homes the most suitable use. Subject parcels are located adjacent to other parcels zoned R-2 and there are several other R-2 parcels nearby.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.*

The R-2 zone district provides single-family residential uses which are appropriate for this location. With other R-2 parcels adjacent to these parcels, R-2 uses would fit with and contribute to the character of the neighborhood.

Smith shared the following staff comments:

(A) *Process*

At this point, Planning Commission is only considering the rezoning of this parcel, which is required before this development is eligible for the proposed use. The process for this development is as follows:

- July 18 – Planning Commission considers rezoning request.
- August 7 – City Council hears the first reading of the rezone request and the second reading of the transitional housing text amendment.
- September 5 – City Council hears the second reading of the rezone request.

*(B) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)*

The city's 2019 AI and HNA identified a significant need for additional housing units. The addition of these two R-2 parcels assists with that need.

*(C) Master Plan*

The City's Master Plan, Wyoming [re]Imagined, calls for these parcels to be used as Corridor Commercial, but the Master Plan did not contemplate the possibility that the parent parcel would be split. These two northern parcels are more appropriately considered with the adjacent Suburban Residential parcels that front Kenneth Street. Using that lens, the rezoning to R-2 fits the Master Plan.

*(D) Location*

This property is located near a small retail plaza, a local elementary school, a public park, a pharmacy, and a grocery store. All of these resources are within walking distance, but the Clyde Park bus route runs down Clyde Park Avenue and the Wyoming-Rivertown bus route runs along 36<sup>th</sup> Street starting at Michael Avenue. The proximity of the amenities, services, and employment opportunities will make these parcels viable for families seeking a more walkable neighborhood or attempting to limit their reliance on personal motor vehicles.

*(E) Dimensional Standards*

Both lots meet the minimum dimensional standards for R-2 zoning:

- The minimum lot area for R-2 is 8,400 square feet. 804 Kenneth St is 9,096 square feet and 910 Kenneth St is 11,842 square feet.
- The minimum lot width for R-2 is 65 feet. 804 Kenneth St is 85 feet wide and 810 Kenneth St is 93 feet wide.
- The minimum front and rear yard setbacks are 35 feet. 804 Kenneth St is 107 feet deep and 810 Kenneth St is 124 feet deep. Both of these depths would allow for the construction of a single-family home within the buildable area

Smith shared that the proposed R-2 parcels will provide much-needed single-family homes in the City of Wyoming. Providing additional housing near a commercial node that includes a pharmacy and a grocery store contributes to both the economic strength and social equity of the

City. Providing housing near two bus routes would allow for families to limit their personal vehicle use, which would contribute to the environmental quality of the City. Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

Smith said that the Development Review Team recommends the Planning Commission grant the R-2 rezoning request and recommend the same to the City Council subject to conditions 1 and 2 below:

- 1.) Fire access from Kenneth Street is acceptable for parcel C and D. Must be able to access around the new building within 300 feet.
- 2.) Must meet all fire codes through full plan review.

Micele opened the public hearing at 7:20 PM. There was no public comment and the hearing was closed.

Rick Postema, Richard Postema Associates, said he is available for questions and comments.

A motion was made by Gilreath-Watts, supported by Lamer, to grant the rezoning from B-1 Local Business District to R-2 Residential District located at 804 and 810 Kenneth Street SW and recommends the same to the City Council.

Randall said she is excited about opportunities to convert small parcels of land into residential housing because it benefits the housing need and the image of the neighborhood.

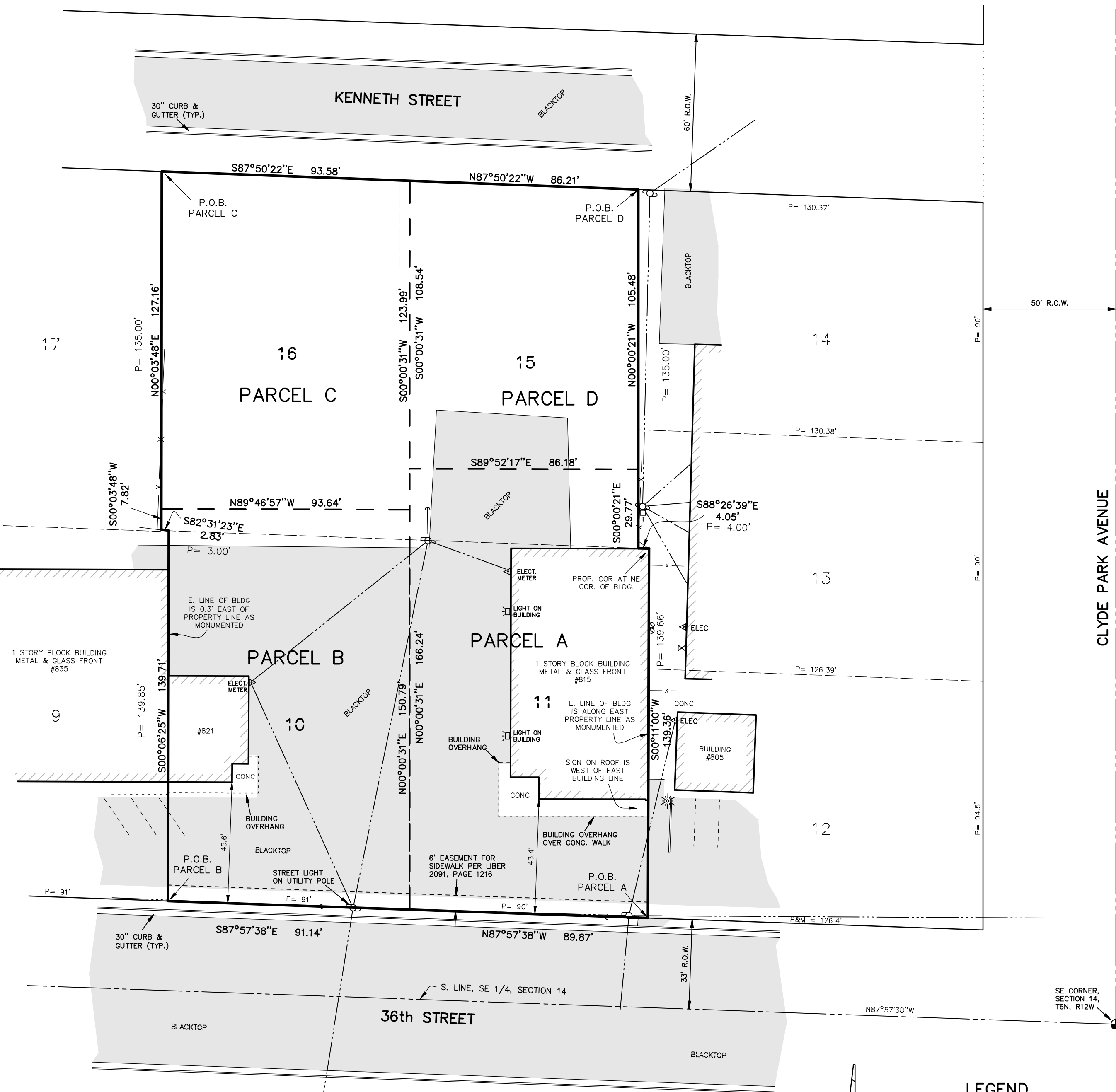
A vote on the motion carried unanimously.

### AGENDA ITEM NO. 3

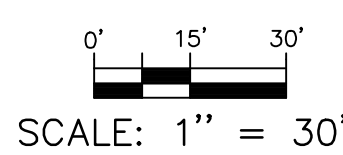
Request to approve a special use automobile car wash/detailing establishment at 2290 28<sup>th</sup> Street SW (Section 15) (Anthony Torres & Matthew Quartell) (Includes site plan approval).

Meagher explained that the site is currently zoned B-2 General Business District and outlined the various uses of the surrounding land. The site currently has three buildings and building C—the southernmost, detached building—is currently vacant and the location of the proposed use.

Meagher shared that the applicant, Anthony Torres, is proposing to use the existing southernmost, detached building for a full-service auto detailing company. Molina Auto Detailing will offer full automobile interior detailing (e.g., carpet shampooing and vacuuming, panel shine and restoration) and exterior detailing (e.g., scratch removal, buff and wax, ceramic coatings, wheel and tire cleaning, and headlight restoration). Meagher noted that the site will be in operation Monday-Friday from 9:00am to 4:00pm, with occasional Saturday work done no



- Notes:
- Description of record and recorded easement information shown hereon is based on Chicago Title Insurance Company, Commitment No. 411136210NBU, with a commitment date of December 4, 2020.
  - The bearings shown hereon are based on South line of the SE 1/4 of Section 14 as N87°57'38"W. Distances shown hereon are ground distances.
  - Parcel A contains 0.34 acres (14,985 square feet)  
Parcel B contains 0.31 acres (13,605 square feet)  
Parcel C contains 0.27 acres (11,750 square feet)  
Parcel D contains 0.21 acres (9,220 square feet)
  - This property is subject to a City of Wyoming Highway Easement recorded in Liber 2091, Page 1216. (shown hereon)



- LEGEND**
- = IRON STAKE FOUND
  - = IRON STAKE SET
  - ⊕ = MONUMENT
  - ⊕-⊕ = UTILITY POLE & GUY WIRE
  - ☼ = LIGHT POLE
  - = BOLLARD
  - ⊗ = GAS VALVE
  - ☐ = TELEPHONE BOX
  - x-x- = FENCE LINE
  - - - - = OVERHEAD WIRES
  - P = PLATTED DIMENSION
  - M = MEASURED DIMENSION

**Parent Property Description:**  
(from Commitment No.: 411136210NBU)

Land Situated in the State of Michigan, County of Kent, City of Wyoming. Lots 10, 11, 15 and 16 of A. Rodenhouse Plat #1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof.

Tax Parcel No: 41-17-14-483-016

**Resultant Property Descriptions:**

**Parcel A**  
Part of Lots 11 and 15 of A. Rodenhouse Plat No. 1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof, described as: BEGINNING at the Southeast corner of said Lot 11; thence N89°57'38"W 89.87 feet along the South line of said Lot 11; thence N00°00'31"E 166.24 feet; thence S89°52'17"E 86.18 feet to the East line of said Lot 15; thence S00°00'21"E 29.77 feet along said East line to the North line said Lot 11; thence S88°26'39"E 4.05 feet along said North line to the Northeast corner of said Lot 11; thence S00°11'00"W 139.36 feet along the East line of said Lot 11 to the Place of Beginning.

**Parcel B**  
Part of Lots 10, 15 and 16 of A. Rodenhouse Plat No. 1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof, described as: BEGINNING at the Southwest corner of said Lot 10; thence S87°57'38"E 91.14 feet along the South line of said Lot 10; thence N00°00'31"E 150.79 feet; thence N89°46'57"W 93.64 feet to the West line of said Lot 16; thence S00°03'48"W 7.82 feet along said West line to the South line said Lot 10; thence S82°31'23"E 2.83 feet along said South line to the Northwest corner of said Lot 10; thence S00°06'25"W 139.71 feet along the West line of said Lot 10 to the Place of Beginning.

**Parcel C**  
Part of Lots 15 and 16 of A. Rodenhouse Plat No. 1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof, described as: BEGINNING at the Northwest corner of said Lot 16; thence S87°50'22"E 93.58 feet along the North line of said Lots 15 and 16; thence S00°00'31"W 123.99 feet; thence N89°46'57"W 93.64 feet to the West line of said Lot 16; thence N00°03'48"E 127.16 feet along said West line to the Place of Beginning.

**Parcel D**  
Part of Lot 15 of A. Rodenhouse Plat No. 1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof, described as: BEGINNING at the Northeast corner of said Lot 15; thence N87°50'22"W 86.21 feet along the North line of said Lot 15; thence S00°00'31"W 108.54 feet; thence S89°52'17"E 86.18 feet to the East line of said Lot 15; thence N00°00'21"W 105.48 feet along said East line to the Place of Beginning.



**LAND DIVISION MAP**  
**RE: 815 36th STREET SW, WYOMING, MI**  
 FOR: RICHARD POSTEMA ASSOCIATES, P.C.  
 ATTN: RICK POSTEMA  
 1580 44TH STREET SW  
 WYOMING, MI 49509  
 PART OF THE SE 1/4, SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

**exxel engineering, inc.**  
 planners · engineers · surveyors  
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509  
 Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: KJV/BAB	PROJ. ENG.: .	SHEET 1 of 1
APPROVED BY: .	PROJ. SURV.: KJV	
DATE: .	FILE NO.: S231164	DATE: 03/07/2023

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ORDINANCE NO. 11-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES BY  
ADDING SUBSECTION (140) TO REZONE 2929 BURLINGAME AVENUE SW FROM  
B-2 LOCAL BUSINESS TO FBC-CS FORM BASED CODE CORRIDOR SUB-URBAN

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (140) to read as follows:

- (140) (a) To rezone the following described property at 2929 Burlingame Avenue SW (parcel number 41-17-15-226-090) from B-2 Local Business District to FBC-CS Form Base Code Corridor Sub-Urban:

**PARCEL NUMBER 41-17-15-226-090, AS SURVEYED:**

PART OF NE 1/4 COM 433.32 FT S 0D 22M E ALONG E SEC LINE FROM NE COR OF SEC TH S 89D 38M 00S W 340.0 FT TH S 0D 22M 00S E 254.52 FT TH N 89D 44M 56S W 217.73 FT TH S 0D 01M 00S E 20.17 FT TH S 36D 53M 00SW 442.34 FT TO N LINE OF S 1571.60 FT OF NE 1/4 TH E ALONG SD N LINE TO NLY LINE OF PRAIRIE PKWY TH ELY ALONG SD N LINE TO E SEC LINE TH N ALONG E SEC LINE 565.83 FT TO BEG \* SEC 15 T6N R12W 6.80 A. SPLIT/COMBINED ON 01/19/2022 FROM 41-17-15-226-070.

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2023.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 11-23

August 1, 2023

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to Rezone 2929 Burlingame Avenue SW from B-2 Local Business to FBC-CS Form Based Code Corridor Sub-Urban (Section 15) (Woda Cooper Development, Inc. and Cherry Street Services, Inc.)

Planning Commission Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 18, 2023. At the meeting, a motion was made by Randall, supported by Hall, to recommend that City Council approve the proposed rezoning. The motion to approve passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

This property, located at 2929 Burlingame Avenue SW, is the Cherry Health Clinic and contains a former car dealership that was converted for medical use. The owner proposes to add multi-family housing, including permanent supportive housing, to this site to complement the work of Cherry Health. Currently, it is zoned as B-2 Local Business, which allows for medical offices by right and allows multi-family housing and permanent supportive housing with special use approval, but this zoning district does not allow buildings to exceed 35 feet in height. The property owner requests that it be rezoned as Form Based Code - Corridor Sub-Urban, which would allow for it to be redeveloped with 3-story structures.

The FBC-CS zone district provides for a variety of residential and commercial use which are appropriate for this location. The site is adjacent to existing multifamily developments that are located along Prairie Parkway, and the properties to the east of the site across Burlingame are also zoned Form Based Code. The FBC-CS district does not include many intensive commercial uses, such as drive-through restaurants, gas stations, or automotive repair shops, which may not be appropriate in adjacency to existing residential properties around the site.

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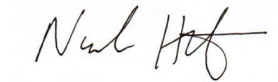
Robert Arnoys   Tommy Brann   Sheldon DeKryger   Renee Hill   Marissa Postler   Robert Postema  
**Kent Vanderwood, Mayor**

The city's 2019 Analysis of Impediments (AI) and Housing Needs Assessment (HNA) also calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a greater contribution to meeting Wyoming's housing need as Corridor Sub-Urban.

The site's developer spoke briefly about the proposed housing units and how their business practices allow for ongoing success of their multifamily properties. No members of the public offered comment on this agenda item.

If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occurring at the site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

Nicole Hofert, Director of Community and Economic Development  
Community and Economic Development Department

Cc: John Shay, City Manager

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING  
PLANNING COMMISSION AT ITS REGULAR MEETING OF AUGUST 15, 2023

PLANNING COMMISSION  
MEETING MINUTES OF JULY 18, 2023  
CITY COUNCIL CHAMBERS  
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Lamer, Micele, Randall, Smart, VanDuren,  
Weller, Zapata

MEMBERS ABSENT: None

STAFF PRESENT: Hofert, Director of Community & Economic Development  
Meagher, Planner II  
Smith, Assistant Director of Community & Economic  
Development  
Dent, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

APPROVAL OF MINUTES

The minutes of June 20, 2023 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM.

There was no public comment and the public hearing was closed.

AGENDA ITEM NO. 1

Request to approve a rezoning from B-2 General Business District to Form Based Code –  
Corridor Sub-Urban (FBC-CS) at 2929 Burlingame Ave SW (Section 15) (Woda Cooper  
Development, Inc. & Cherry Street Services, Inc.).

Meagher explained that the site is currently zoned B-2 General Business and outlined the various

uses of the surrounding land.

Meagher said that Cherry Health Medical Center is proposing to develop its own residential community called Shea Ravines at 2929 Burlingame Avenue SW. The development would include two new buildings with housing provided for households earning between 30% and 80% of the area median income. The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care's prioritization list and households of chronically homeless. He said the project is expected to be developed in two separate phases, with the first phase consisting of a 3-story building with 40 one-bedroom units and 16 two-bedroom units. These units will be divided into 36 general occupancy units and 20 permanent supportive housing units. Phase II would be developed at a later date with a similarly sized building, unit counts, and occupancy designations. Meagher stated that Cherry Health would continue to operate their existing medical clinic within their existing building on site, serving as a supportive resource for those residing in Shea Ravines.

Meagher explained that for Cherry Health to pursue a development with the proposed building height and site layout, the property would need to be rezoned. The site is currently zoned B-2 General Business. He said that multi-family and supportive housing uses are permitted in this zoning district following special use approval, but the zoning currently limits building height to 35 feet, and there are no specific building standards in place for residential usage.

Meagher stated that the applicant is proposing to rezone the property to Form Based Code-Corridor Suburban, which allows multi-family residential, supportive housing, and commercial uses. The FBC-CS district also allows buildings between the heights of 25 and 60 feet, which would allow Cherry Health's proposed building heights. He said Form Based Code-Corridor Suburban was chosen over other potential districts, as it allows for the uses and height proposed by the applicants, but also does not permit some of the more intensive commercial uses, such as drive-through restaurants, auto repair shops, and car washes.

Meagher said that if the proposed rezoning is approved, the applicants would need to return to Planning Commission to apply for special use approval for the proposed supportive housing project. This will include a site plan and a "Good Neighbor Plan" that are subject to review by the Commission.

Meagher said that Section 90-516(6) establishes general review standards for rezonings:

(A) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as "Corridor Commercial." The proposed use is consistent with the future envisioned use, which includes mixed-use sites that could include medical offices and housing.

(B) *Compatibility of the allowed uses with existing and future land uses;*

The existing medical office and proposed 3-story buildings would both be permitted under desired future zoning designation. The properties to the east and northeast of the site are currently zoned FBC, and uses located to the west are currently being utilized for multifamily housing. The surrounding commercial uses are expected to provide necessary resources and employment opportunities for the residents of the proposed development. There are also Rapid bus stops nearby for residents to utilize.

(C) *Capability of the property to be served by public services;*

The property can be served by public utilities.

(D) *Ability of the property to be used as currently zoned; and*

The property's current B-2 zoning allows for medical offices by right, and multifamily and supportive housing following special use approval. However, B-2 does not permit buildings to exceed 35 feet in height, which would be just short of the 3-story structures that the applicant is proposing.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.*

The FBC-CS zone district provides for a variety of residential and commercial use which are appropriate for this location. The site is adjacent to existing multifamily developments that are located along Prairie Parkway, and the properties to the east of the site across Burlingame are also zoned Form Based Code. The FBC-CS district does not include many intensive commercial uses, such as drive-through restaurants, gas stations, or automotive repair shops, which may not be appropriate in adjacency to existing residential properties around the site.

Meagher shared the following staff comments:

(A) *Transitional Housing Text Amendment*

In December, the Wyoming Planning Commission approved a text amendment to allow for transitional housing. That text amendment had its first reading in January and was approved at the City Council meeting in February. This text amendment was crafted with the input of both City Council and Planning Commission, and it allows supportive housing to be located in any Form Based Code zoning district following special use approval.

(B) *Process*

At this point, Planning Commission is only considering the rezoning of this parcel, which is required before this development is eligible for the proposed use. The Good Neighbor Plan will be presented when this development comes back to Planning Commission for special use and site plan approvals. The process for this development is as follows:

- July 18 – Planning Commission considers rezoning request.
- August 7 – City Council hears the first reading of the rezone request.
- September 5 – City Council hears the second reading of the rezone request.

- September 19 – The first Planning Commission meeting where this development would be eligible for special use and site plan approvals.

*(C) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)*

The city's 2019 AI and HNA did not identify any shelters or offices of homeless services within the City's borders. Since its adoption, the City has granted special use/site plan approval for a transitional and supportive housing center at 2244 Porter Street SW. The AI recognized that Wyoming is an active participant in the continuum of care providing homeless services, but identified this as an issue that "may warrant more focused attention."

*(D) Location*

This property is located near a Family Fare grocery store, a gas station, Wyoming public schools, numerous commercial businesses, and a public park. The newly proposed City Center trail system also runs adjacent to the site along Prairie Parkway, providing increased non-motorized mobility opportunities throughout the greater Wyoming area. All of these resources are within walking distance, but there are also Rapid bus stops along Burlingame located adjacent to the parcel. The Cherry Health medical center on site is also expected to remain in operation, providing additional health services to the future residents. If this site is developed to include affordable and permanent supportive housing, the proximity of the amenities, services, and employment opportunities will be important components.

Meagher said that the proposed rezoning would allow the developer to pursue multifamily and supportive housing development which will provide more housing opportunities at an affordable price for current and future Wyoming residents. Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

Meagher stated that the Development Review Team recommends the Planning Commission grant the proposed rezoning request from B-2 General Business to FBC-CS at 2929 Burlingame Avenue SW and recommend the same to the City Council, subject to conditions 1-7 below:

1. Calculations prepared by a licensed Civil Engineer for review and approval of the Engineering Department. Storm calculations shall use the current standards set forth by the Stormwater Standards Manual and meet requirements for water quality, channel protection and flood control.
2. Developer shall provide a Traffic Impact Analysis (TIA) for review and approval of the Engineering Department. The TIA shall include impacts to adjacent intersections and make recommendations for driveway locations.
3. Site Plan shall show all existing and proposed utilities.
4. Proposed drives shall be constructed per Wyoming specifications and shall have 30-foot

radii minimum.

5. Provide fire hydrants as needed based on city hydrant spacing and standpipe requirements if required.
6. Must meet fire truck turn radius based on city fire requirements.
7. Must meet all fire codes through full plan review.

Micele opened the public hearing at 7:10 PM. There was no public comment and the public hearing was closed.

Craig Patterson, Senior Vice President of Woda Cooper Companies, 518 Lakeside Dr, Mackinac City, MI, introduced himself. Patterson told the commissioners that Woda Cooper manages all of their properties themselves to ensure they are well managed. He spoke briefly about the multiple phases of the project. He said he is available for comments.

A motion was made by Randall, supported by Hall, to grant the proposed rezoning request from B-2 General Business to FBC-CS at 2929 Burlingame Avenue SW and recommends the same to City Council.

Weller asked for clarification on the heights of the buildings being shown on the site plan.

Hofert confirmed that some details have not been finalized since this is a rezoning request. More details will be provided during the special use approval request should the rezoning be approved.

Zapata said that Cherry Health has been vital for providing healthcare services for families at Wyoming Public Schools so she would like the clinic to remain operational during construction.

Randall said she appreciates staff and the developer working together to determine the form based code request over an alternative zoning designation because it restricts the types of commercial uses that could occur if this project does not move forward.

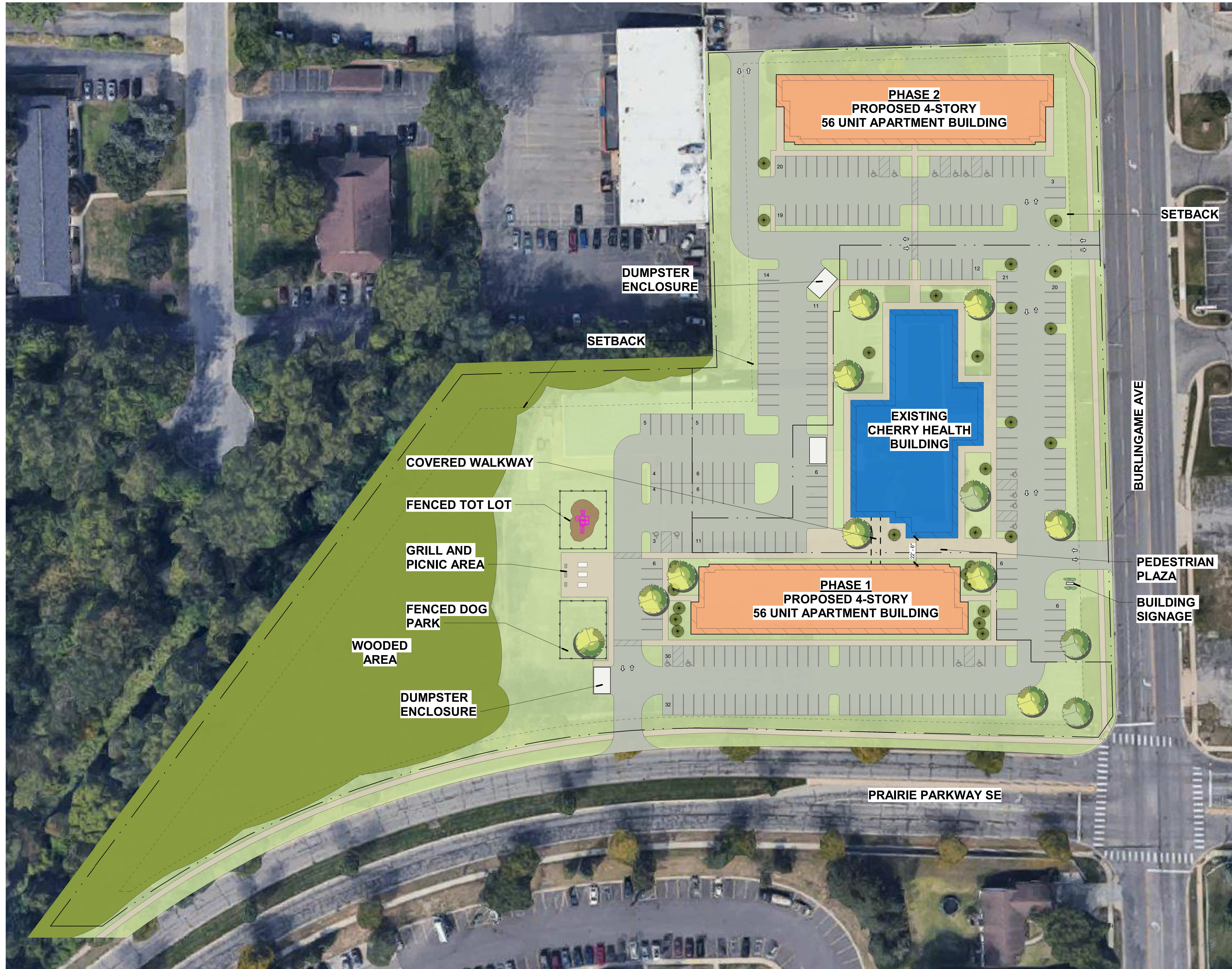
A vote on the motion carried unanimously.

## AGENDA ITEM NO. 2

Request to approve a rezoning from B-1 Local Business District to R-2 Residential District at 804 and 810 Kenneth Street SW (Section 14) (Rick DeKam & 36<sup>th</sup> Street Group LLC).

Smith said that the parcels are located at 804 and 810 Kenneth Street SW and are 0.20 and 0.27 acres respectively. Both parcels are the result of a recent parcel split and are vacant. Smith

5/12/2023 4:00:14 PM  
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1 CONCEPTUAL SITE PLAN  
 PR-1 1" = 40'-0"

Project Number	2022.0153	
ISSUANCE	No.	Date
	1	2023.05.12
		Description
		SITE PLAN

**NOT FOR CONSTRUCTION**

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SITE PLAN

**PR-1**