

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 2, 2023, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Beryl Galer, Resurrection Life 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 September 18, 2023 Regular Meeting

7) Approval of Agenda

8) Public Hearings

If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

9) Public Comment on Agenda Items

This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.

10) Presentations and Proclamations

a) Presentations

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

23-15 Acceptance of Easements for 1803 Holliday Drive SW

(Eugene and Donna Nardin)

13) Budget Amendments

a) Budget Amendment No. 30 – To Reappropriate an Additional \$55,545 of Budgetary Authority from Fiscal Year 2023 for Purchase Order Number 2023-528

14) Consent Agenda

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

- a) To Appoint Councilmember Robert Arnoys as a Representative of the City of Wyoming on the Grand Valley Metro Council Policy Committee
- b) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- c) To Schedule a Public Hearing Regarding the Necessity of Constructing Public Improvements in 60th Street Between Addresses 831 and 1087 and Specially Assessing a Portion of the Costs of Those Improvements (October 16, 2023 at 7:01 p.m.)

15) Resolutions

- d) To Approve and Authorize the Signing, Payment for, and Recording of a 3rd Transmission Main Project Easement
- e) To Approve, Authorize and Direct the Signing of a Marketplace Agreement
- f) To Approve, Authorize and Direct the Mayor and City Clerk to Sign Indigent Defense Attorney Services Contracts and Such Other Contracts as May From Time to Time be Approved by Representatives of the Indigent Defense Collaboration Among Grandville, Walker, Kentwood and Wyoming
- g) To Authorize the Mayor and City Clerk to Certify Authorized Individuals to Sign Service Reports and Financial Reports Related to the Contract Amendment with the Area Agency on Aging of Western Michigan, Inc.

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

- h) To Authorize the Mayor and City Clerk to Sign the Scope of Work with CivicPlus
- i) To Concur with Geotechnical Engineering Services for the Cleveland Avenue Sinkhole Investigation (Budget Amendment No. 31)
- j) To Accept a Proposal for Construction Materials Engineering Testing
- k) To Authorize the Purchase of a Prisoner Transport Van
- l) To Authorize the Purchase of Allen Bradley/Rockwell Components
- m) To Concur with the Emergency Rental of Air Conditioning Equipment and Authorize Additional Rental Expenses
- n) To Accept a Proposal for Construction Oversight and Project Management
- o) To Accept the Auto Theft Prevention Authority (ATPA) Grant and to Authorize the Purchase of Flock Cameras (Budget Amendment No. 29)
- p) For Award of Bid
 - 1. Clean Water Plant Building Renovation Project

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

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

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

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

October 2, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-15

Subject: Acceptance of Easements
1803 Holliday Dr SW (Eugene and Donna Nardin)

Councilmembers:

Eugene and Donna Nardin, owners of 1803 Holliday Drive SW, have submitted the following described Easements. The Drainage Easement conveys permanent drainage rights to the City of Wyoming to stabilize and maintain an open channel drain that is eroding the yard and encroaching upon the house at 1803 Holliday Drive. Since public properties (roads) drain to this channel, the City takes responsibility for maintaining the channel. The Ingress/Egress Easement conveys permanent rights to the City of Wyoming to access the open channel drain from Holliday Dr. The Easement areas are shown on the attached exhibits. These Easements are required to stabilize the open channel drain.

| | |
|--------------------|-------------------------|
| Grantors: | Eugene and Donna Nardin |
| Parcel: | 41-17-22-456-021 |
| Size of Easements: | 14,785 sf |
| Consideration: | \$2 |

It is recommended that the City Council accept the attached Easements which have been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Drainage Easement
Ingress/Egress Easement

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

**CITY OF WYOMING
EASEMENT FOR DRAINAGE
Parcel No. 41-17-22-456-021**

The Grantor, **Eugene Nardin and Donna Marie Nardin**, husband and wife, whose address is 1803 Holliday Dr. SW, Wyoming, MI 49519

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein), an Easement for regional drainage, flowage and ingress and egress access, including the right to enter upon the real property at any time together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said flowage and ingress and egress access in, over, under, across, through, and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Legal Description of Easement
(A Portion of Parcel No. 41-17-22-456-021)

For the full consideration of One Dollar and No Cents (\$1.00).

The City shall have the right to use the Grantors' property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantors' property adjoining or within the Easement area to as good or better condition than it was prior to any work having been performed.

Grantors shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement area which would inhibit the intended use of the Easement.

This easement is exempt from state and county transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

DATED: _____

Approved as to form:

Attorney for the City of Wyoming

GRANTOR:

Eugene J. Nardin III
Eugene Nardin

Donna Marie Nardin
Donna Marie Nardin

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 21st day of September, 2023, by Eugene Nardin and Donna Marie Nardin, husband and wife.

Nicole Crandell
Nicole Crandell, Notary Public
State of Michigan, County of Kent
My Commission Expires: 5/7/29
Acting in the County of: Kent

NICOLE CRANDELL
Notary Public, State of Michigan
County of Kent
My Commission Expires 05-07-2029
Acting in the County of Kent

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description by:
Meyers, Bueche & Nies, Inc.
1750 3 Mile Rd., NW
Grand Rapids, MI 49544

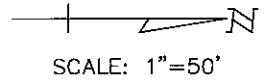
EXHIBIT A

FOR: CITY OF WYOMING

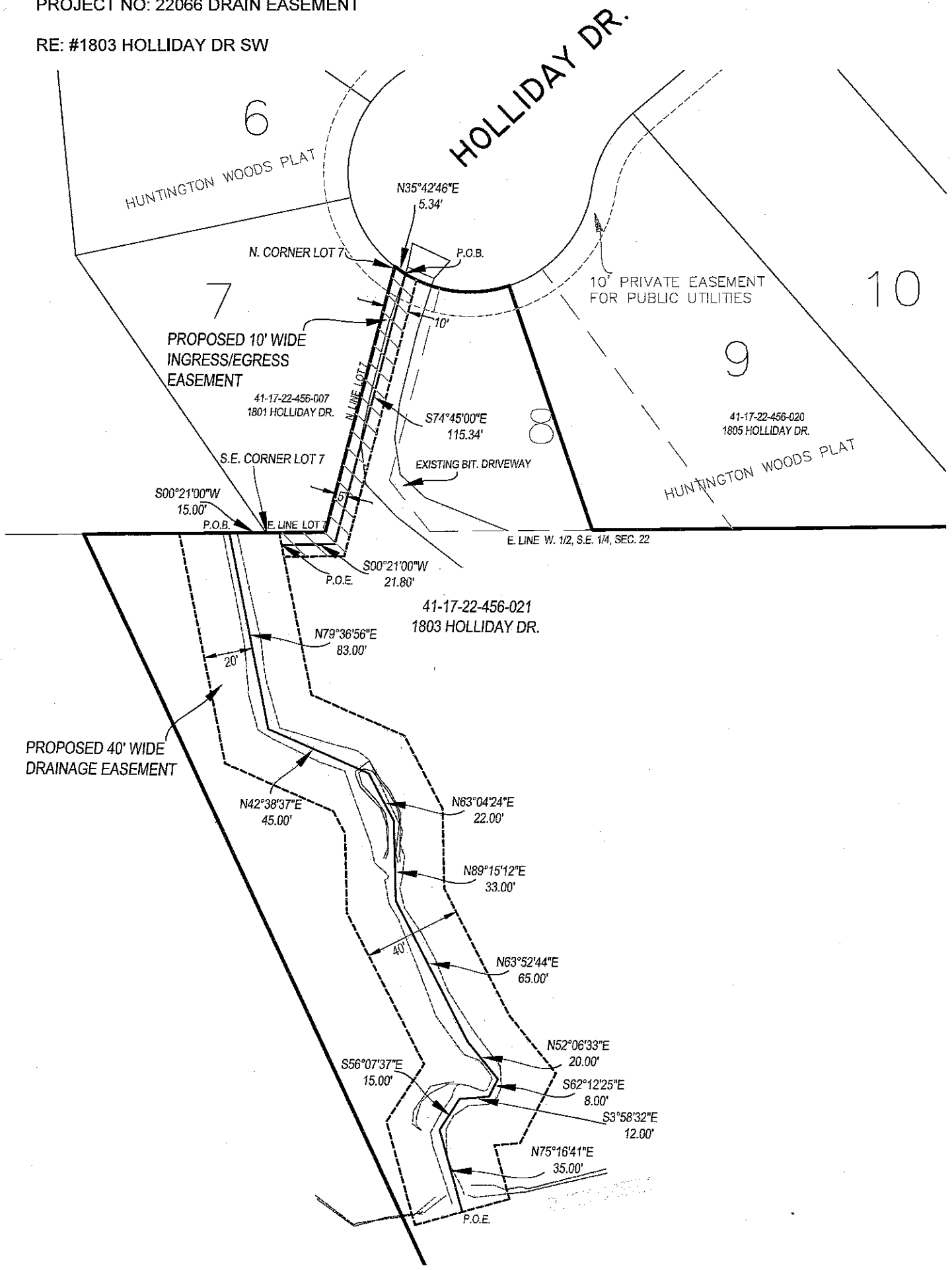
DATE: 11-25-22

PROJECT NO: 22066 DRAIN EASEMENT


RE: #1803 HOLLIDAY DR SW



SCALE: 1"=50'



THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON, THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

| | | |
|--|---------------|--------------------|
|  meyers, bueche & nies, inc. civil engineers/surveyors 1750 3 mile road n.w. grand rapids, mi 49544 616-457-5030 www.mbnse.com | LEGEND | |
| | □ | WOOD STAKE (SET) |
| | ○ | IRON STAKE (SET) |
| | ● | IRON STAKE (FOUND) |
| | —+—+— | FENCE |
| | M | MEASURED |
| P | PLATTED | |

CITY OF WYOMING
EASEMENT FOR INGRESS / EGRESS
Parcel No. 41-17-22-456-021

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(A Portion of Parcel No. 41-17-22-456-021)

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Grantors shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement area which would inhibit the intended use of the Easement.

This easement is exempt from state and county transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

DATED: _____

Approved as to form:

Attorney for the City of Wyoming

GRANTOR:

Eugene J. Nardin III
Eugene Nardin

Donna Marie Nardin
Donna Marie Nardin

STATE OF MICHIGAN)
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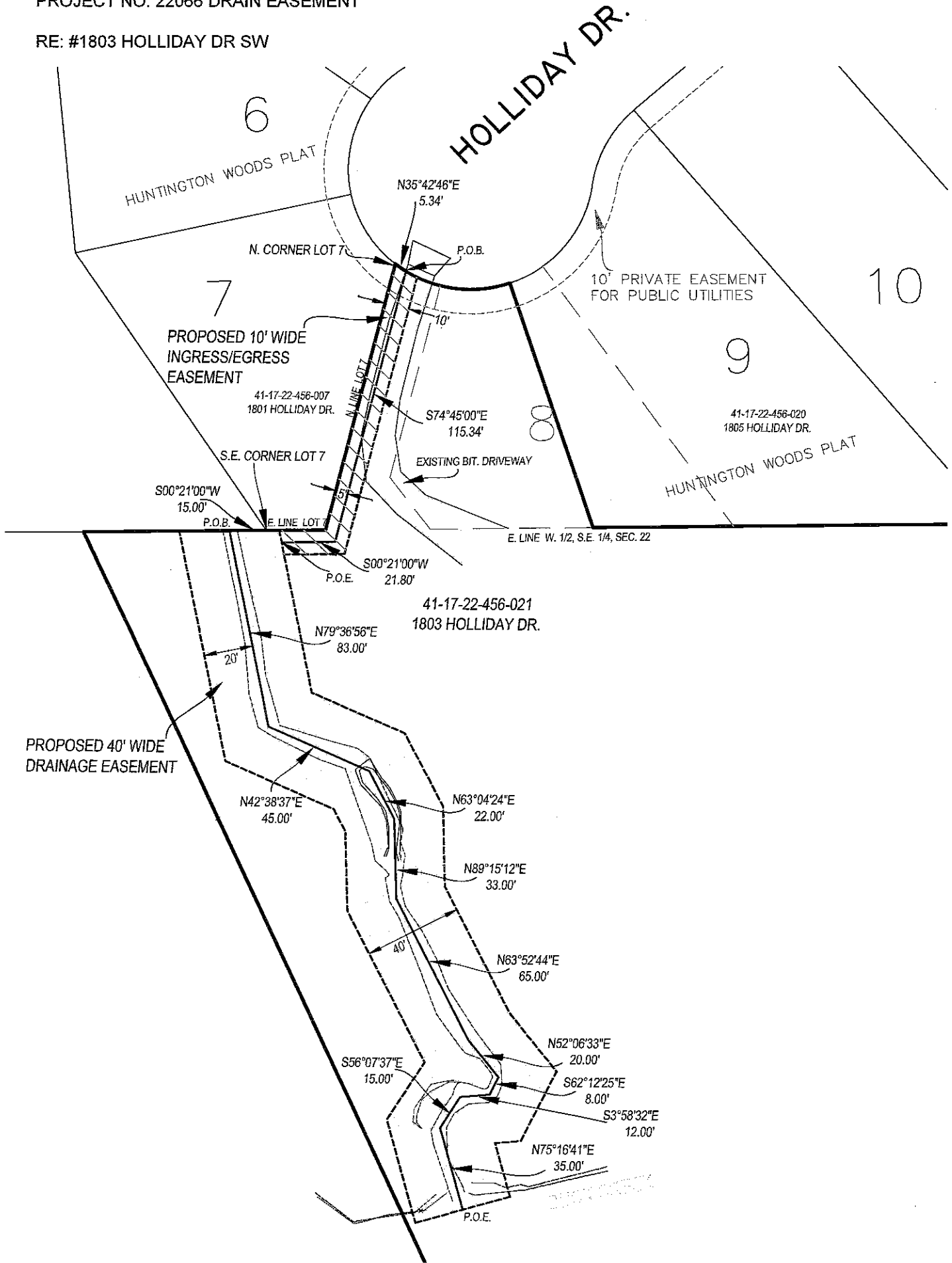
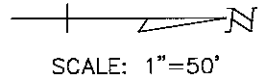
EXHIBIT A

FOR: CITY OF WYOMING

DATE: 11-25-22

PROJECT NO: 22066 DRAIN EASEMENT

RE: #1803 HOLLIDAY DR SW



| | |
|--|--|
| <p>meyers, bueche & nies, inc. civil engineers/surveyors 1750 3 mile road n.w. grand rapids, mi 49544 616-457-5030 www.mbnse.com</p> | <h3>LEGEND</h3> |
| | <ul style="list-style-type: none"> □ WOOD STAKE (SET) ○ IRON STAKE (SET) ● IRON STAKE (FOUND) — FENCE M = MEASURED P = PLATTED |

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON, THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

EXHIBIT A

FOR: CITY OF WYOMING

DATE: 11-25-22

PROJECT NO: 22066 DRAIN EASEMENT

RE: #1803 HOLLIDAY DR SW

PROPOSED 10' FOOT WIDE INGRESS/EGRESS EASEMENT DESCRIPTION: A 10 FOOT WIDE EASEMENT BEING 5 FOOT EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTH CORNER OF LOT 7 HUNTINGTON WOODS PLAT, THAT PART OF THE SOUTHEAST 1/4 SECTION 22, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE N35°42'46"E 5.34 FEET TO A POINT ON THE RIGHT OF WAY LINE OF HOLLIDAY DRIVE AND POINT OF BEGINNING OF THE CENTERLINE, THENCE S74°45'00"E 115.34 FEET PARALLEL WITH THE NORTH LINE LOT 7, THENCE S00°21'00"W 21.80 FEET PARALLEL WITH THE EASTERLY LINE OF LOT 7 TO THE NORTH LINE OF PROPOSED 40 FOOT WIDE DRAINAGE EASEMENT AND POINT OF ENDING FOR THE CENTERLINE.

PROPOSED 40 FOOT WIDE DRAINAGE EASEMENT DESCRIPTION: A 40 FOOT WIDE EASEMENT BEING 20 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 HUNTINGTON WOODS PLAT, THAT PART OF THE SOUTHEAST 1/4 SECTION 22, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE S00°21'00"W 15.00 FEET ALONG EAST LINE LOT 7 AND EAST LINE OF THE WEST 1/2, SOUTHEAST 1/4 SAID SECTION 22 TO THE POINT OF BEGINNING OF THE CENTERLINE, THENCE N79°36'56"E 83.00 FEET, THENCE N42°38'37"E 45.00 FEET, THENCE N63°04'24"E 22.00 FEET, THENCE N89°15'12"E 33.00 FEET, THENCE N63°52'44"E 65.00 FEET, THENCE N52°06'33"E 20.00 FEET, THENCE S62°12'25"E 8.00 FEET, THENCE S3°58'32"E 12.00 FEET, THENCE S56°07'37"E 15.00 FEET, THENCE N75°16'41"E 35.00 FEET MORE OR LESS TO THE EDGE OF BUCK CREEK AND POINT OF ENDING OF THE CENTERLINE.

meyers, bueche & nies, inc.
civil engineers/surveyors
1750 3 mile road n.w.
grand rapids, mi 49544
616-457-5030
www.mbnse.com

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- +— FENCE
- M = MEASURED
- P = PLATTED

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RESOLUTION NO. _____

RESOLUTION TO APPOINT COUNCILMEMBER ROBERT ARNOYS
AS A REPRESENTATIVE OF THE CITY OF WYOMING ON THE
GRAND VALLEY METRO COUNCIL POLICY COMMITTEE

WHEREAS:

1. The City of Wyoming has full membership in the Grand Valley Metro Council and as such may appoint representatives to serve on its various boards and committees.
2. It is the desire of the Wyoming City Council to appoint Councilmember Robert Arnoys as a Wyoming representative to the Grand Valley Metro Council Policy Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby designate Councilmember Robert Arnoys as a representative of the City of Wyoming on the Grand Valley Metro Council Policy Committee.
2. That the City Clerk be directed to send a copy of this resolution to the Grand Valley Metropolitan Council.

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 October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company install six (6) 50-watt LED streetlights on Case Drive, SW, and Kingsfield Drive, SW.
3. Consumers Energy will place the six streetlights and necessary appurtenances at a cost of \$2,970, which will be paid by the developer.
4. Consumers Energy has submitted the attached modification to the streetlighting contract to address the addition of streetlights.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

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 October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution
Vicinity Map

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of _____ by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 2/1/2013 shall remain in full force and effect.

Notification Number(s): 106604142

Comments:

City of WYOMING

By: _____

By: _____

(Signature)

Kelli A. Vandenberg

Kent Vanderwood

(Printed)

Its: City Clerk

Its: Mayor

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 2/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF KENT

I, _____, clerk of the City of WYOMING do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

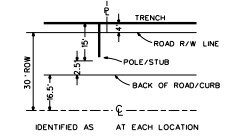
Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 50 watt LED Post Top Traditional to Install at location lot 1;
- (1) 50 watt LED Post Top Traditional to Install at location lot 2&3;
- (1) 50 watt LED Post Top Traditional to Install at location lot 8&9;
- (1) 50 watt LED Post Top Traditional to Install at location Lot 12&13;
- (1) 50 watt LED Post Top Traditional to Install at location lot 18&19;
- (1) 50 watt LED Post Top Traditional to Install at location lot 24&25;

STREETLIGHT DETAIL B

TYPICAL STREETLIGHT POLE/STUB INSTALLATION

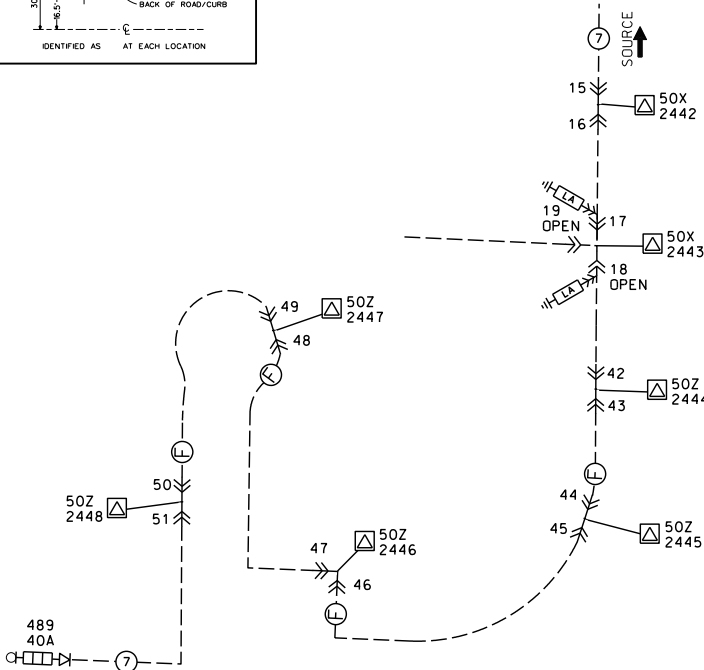


GENERAL NOTES ELECTRIC

1. Install 6 - 4453 lumen LED, Traditional fixtures on black fiberglass poles, 19' mounting height.
2. Poles to be installed 2'6" behind curb. Streetlight wire is stubbed in marker posts.

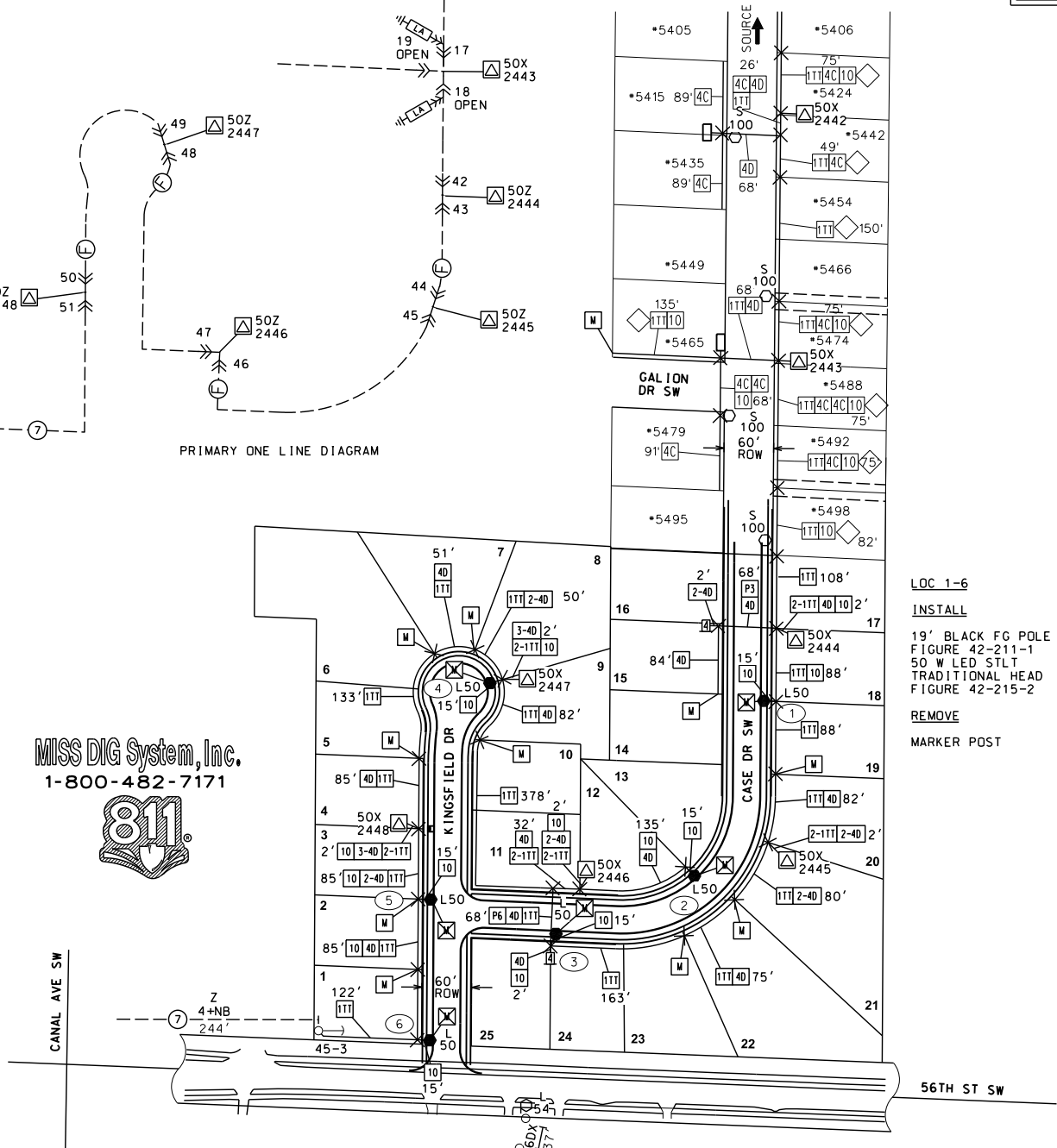
STREETLIGHT ONLY TRENCH: 90'

WYOMING
CONTRACT ACCOUNT
103016902985
49509 LED LIGHT RD



PRIMARY ONE LINE DIAGRAM

MISS DIG System, Inc.
1-800-482-7171



- LOC 1-6
- INSTALL
- 19' BLACK FG POLE
FIGURE 42-211-1
- 50 W LED STLT
TRADITIONAL HEAD
FIGURE 42-215-2
- REMOVE
- MARKER POST

UG LEGEND

- 1TT = 2/C-1/0 AL 260 MILS 25 KV JACKETED
- 4C = 3/C-3/0 AL SEC
- 4D = 3/C-#350 AL SEC
- 10 = 2/C-#10 CU STLT
- P3 = 3" GRAY SCH 80 PVC
- P6 = 6" GRAY SCH 80 PVC

| | | | | | | | | |
|--|------------|---------|-------------------------------------|---|--|---------------------------------|---|------------------------------|
| METER ORDER NUMBER | SUBSTATION | WD NO. | KINGSFIELD DR AND CASE DR, ECNC STL | | | | JOB PURPOSE: | |
| | RIVERTOWN | 0313 | CM NO. 100007281421 | | | | CITY REQUESTED STREET LIGHTING FOR PROPOSED DEVELOPMENT | |
| METER NUMBER | CIRCUIT | CKT NO. | TLM NUMBER | # OF RODS | OHMS | ORDER NUMBER | DESIGN NUMBER | ORDER NUMBER |
| | 56TH | 01 | 06123124 | | | ECNC STL | 1066904142 | 11543904 |
| READ | | | CE STAKING REQ'D | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | NO OUTAGE REQUIRED | | |
| METER LOCATION | | | FORESTRY REQ'D | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | UPSTREAM SECTIONALIZING DEVICE: | | |
| | | | | | | CONSUMERS ENERGY CONTACTS | | |
| | | | | | | DEPARTMENT | NAME | NUMBER |
| | | | | | | COORDINATOR | DESIGNER | NUMBER |
| | | | | | | Chance N Nesloney | Matthew Huizing | 616-268-6318 616-916-0227 |
| ELECTRIC CAD TITLE BLOCK (2020) 08-17-2023 09:52:52 SA_B00D...JS_PROD_Design2017517.dgn | | | | | | KENT CO WYOMING | | T 06N R 12W SEC. 31 |

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING REGARDING THE NECESSITY OF
CONSTRUCTING PUBLIC IMPROVEMENTS IN 60TH STREET BETWEEN ADDRESSES
831 AND 1087 AND SPECIALLY ASSESSING A PORTION OF THE COSTS
OF THOSE IMPROVEMENTS

WHEREAS:

1. The city manager directed the city's engineers to review and accept plans and specifications and an estimate of cost for public improvements described as: installation of new sanitary sewer and laterals and water service lines within the 60th Street right-of-way between 1087 - 60th Street and Clyde Park Avenue (the "Project").
2. The city manager caused a copy of those Project plans, specifications and cost estimate (\$76,022.16) to be filed with the city clerk, together with recommendations about the portion of the Project costs to be specially assessed, the parcels proposed to be included in the special assessment district which are listed on the attached Exhibit A (proposed "Special Assessment District 23-817"), a proposed number of installments for payments of the special assessment, and the proposed interest rate to be paid on the unpaid balance of the special assessments.
3. The special assessments are to be deferred on individual parcels until connection to either water or sewer.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council tentatively determines to construct and install the Project, to specially assess \$66,439.00 amount of the Project Costs against the parcels in proposed Special Assessment District 23-817 to permit payment of the special assessment in up to 15 installments of principal plus accrued interest at the rate of 3.75% per annum.
2. The plans and specifications, cost estimate, and city manager's recommendations for the Project shall remain filed in the office of the city clerk and shall be available for public inspection. A copy shall also be posted on the city's website at: <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.
3. The city council will hold a public hearing regarding the necessity of the Project, the portion of the Project costs to be specially assessed, and the parcels to be included in Special Assessment District 23-817, at 7:01 p.m. on Monday, October 16, 2023 at Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan.
4. The city clerk shall provide notice of the public hearing in the form attached as Exhibit B as follows:
 - a. Published once in the *Grand Rapids Press* not less than 5 days before the hearing date; and
 - b. By first class mail to each owner of or other party in interest in each parcel in proposes Special Assessment District 23-817 as shown on the city most recent property tax roll at least 10 days before the hearing date.
5. All resolution 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 for the City of Wyoming, Michigan at a regular meeting held on October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 25, 2023

Subject: 60th Street Special Assessment – SA Resolution #1 – Scheduling Necessity Hearing

From: Grant Simons, Civil Engineer

Date of Meeting: October 2, 2023

RECOMMENDATION:

It is recommended that the City Council adopt Special Assessment Resolution #1 to tentatively determine to proceed with the project, establish the special assessment district, the amount to be assessed, the number of installments, and the interest rate, and to set a time and place for a public hearing regarding the necessity of the 60th Street sanitary sewer installation and associated Special Assessments.

COMMUNITY, SAFETY, STEWARDSHIP:

Reliable infrastructure is critical to protecting public health and safety within the city. It is appropriate to apportion the costs between owners of property specially benefitting from such improvements and the public at large.

DISCUSSION:

Proposed improvements within and along 60th Street associated with the Penske development and subsequent agreement, include construction of new sanitary sewer, sanitary laterals, and water service lines. Pursuant to a long-standing City Council policy, \$66,439.00 of the total project cost of \$76,022.16 would be specially assessed against 9 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments with interest at 3.75% per annum. Further, since the project is a result of a private development (Penske), the proposed special assessments are to be deferred until individual properties connect to either water or sewer. Upon connection, the parcel's special assessment would follow normal special assessment collection. This resolution is the first of four resolutions that would be adopted if the City Council chooses to proceed with the project and the proposed special assessments. This resolution would set the first of two public hearings for the Monday, October 16, 2023, City Council meeting.

BUDGET IMPACT:

Project is financed with local funds out of the Water Fund 591-441-57300-972.573 and the Sewer Fund 590-441-54400-972.544.

EXHIBIT A
PROPOSED SPECIAL ASSESSMENT DISTRICT 23-817

| | |
|---------------|------------------|
| Address | 831 60TH ST |
| Parcel Number | 41-17-35-476-011 |
| Address | 855 60TH ST |
| Parcel # | 41-17-35-476-012 |
| Address | 945 60TH ST |
| Parcel Number | 41-17-35-476-005 |
| Address | 975 60TH ST |
| Parcel Number | 41-17-35-476-004 |
| Address | 987 60TH ST |
| Parcel Number | 41-17-35-476-003 |
| Address | 1007 60TH ST |
| Parcel Number | 41-17-35-451-010 |
| Address | 1033 60TH ST |
| Parcel Number | 41-17-35-451-009 |
| Address | 1055 60TH ST |
| Parcel Number | 41-17-35-451-006 |
| Address | 1087 60TH ST |
| Parcel Number | 41-17-35-451-015 |

EXHIBIT B
FORM OF NOTICE



NOTICE OF PUBLIC HEARING
ON PROPOSED SPECIAL ASSESSMENTS

The City Council of the City of Wyoming will hold a public hearing at on Monday, October 16, 2023 at 7:01 p.m. local time, in the at the Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan (enter from the south, the 28th Street, entrance) before considering (i) whether to proceed with the construction and installation of the following described public improvements project (the “Project”), (ii) whether to special assess \$66,439.00 of the costs of the Project, (iii) what property to include in the special assessment district, (iv) whether to allow payment of the special assessment in up to 15 installments, and (v) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 3.75% per annum. The proposed Project is described as: installation of new sanitary sewer and laterals and water service lines within the 60th Street right-of-way between 1087 60th Street and Clyde Park Avenue.

The property proposed to be included in proposed Special Assessment District 23-817 is:

| | |
|---------------|------------------|
| Address | 831 60TH ST |
| Parcel Number | 41-17-35-476-011 |
| Address | 855 60TH ST |
| Parcel # | 41-17-35-476-012 |
| Address | 945 60TH ST |
| Parcel Number | 41-17-35-476-005 |
| Address | 975 60TH ST |
| Parcel Number | 41-17-35-476-004 |
| Address | 987 60TH ST |
| Parcel Number | 41-17-35-476-003 |
| Address | 1007 60TH ST |
| Parcel Number | 41-17-35-451-010 |
| Address | 1033 60TH ST |
| Parcel Number | 41-17-35-451-009 |
| Address | 1055 60TH ST |
| Parcel Number | 41-17-35-451-006 |
| Address | 1087 60TH ST |
| Parcel Number | 41-17-35-451-015 |

Project plans and specifications, the Project cost estimate, and the City Manager’s Project recommendations are on file in the Wyoming City Clerk’s office in the Wyoming City Hall, 1155 28th St SW, Wyoming, MI, where they can be inspected. They are also available on the city’s website at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.

Appearance and protest at the public hearing on the special assessment proceedings is required in order to appeal any resulting special assessment to the Michigan Tax Tribunal. Any appeal must be filed within 30 days after confirmation of the special assessment roll. An owner or party in interest, or that person’s agent, may appear in person at the hearing to protest the special assessment, or may file an appearance or protest by letter and that person’s personal appearance shall not be required.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE SIGNING, PAYMENT FOR, AND
RECORDING OF A 3RD TRANSMISSION MAIN PROJECT EASEMENT

WHEREAS:

1. To fulfill a state mandate, the city is constructing a third water transmission main from its water treatment plant in Park Township, Ottawa County to facilities in the city.
2. To construct that transmission main, the city needs to acquire easements where the transmission main cannot be installed in public rights-of-way.
3. Land Matters, the city's contracted right-of-way agent, has negotiated a water transmission main easement on a parcel at the corner of Van Buren St and 144th Ave in Port Sheldon Township.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The proposed water transmission main easement for parcel number 70-11-36-200-015 at the corner of Van Buren St and 144th Ave in Port Sheldon Township is approved and accepted. The Mayor and City Clerk are authorized and directed to sign the easement in the spaces provided on them.
2. City staff and Land Matters are authorized and directed to take all actions to pursuant to those documents, including paying the owner of the parcel \$5,000 and recording the easement.
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 October 2, 2023.

Date signed: October __, 2023

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 27, 2023
Subject: Water Main Easement Acceptance
From: Scott Smith, City Attorney
Meeting Date: October 2, 2023 City Council Meeting

RECOMMENDATIONS:

Adopt Resolution Approving and Authorizing Signing, Payment for, and Recording of 3rd Transmission Main Project Easement.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Construction of a third water transmission main will ensure continued adequacy of the public water supply for city customers over the next decades.

Safety – Safe, assured public water supply is essential for public health, fire suppression and response, and other needs.

Stewardship – Acquisition of needed third transmission main easements requires payment of just compensation to owners of affected property.

BUDGET IMPACT:

The proposed payment is covered in the estimated project costs and will be paid from the water fund.

DISCUSSION:

As we have previously discussed, the state is requiring the city to construct a third water transmission main from the city's water treatment plant in Ottawa County. When possible, the 60-inch diameter main will be placed in public rights-of-way. When that is not possible, the city must acquire easements.

This easement is being obtained from the owner of property at the corner of Van Buren St and 144th Ave. in Port Sheldon Township. The owner will be paid the \$5,000 amount negotiated by Land Matters, the city's right-of-way agent, using market data it accumulated.



MEMORANDUM

TO: City of Wyoming - Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: September 20, 2023
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

On behalf of the City of Wyoming, a Water Transmission Main Easement and Temporary Construction Easement necessary for the above referenced project has been acquired as follows.

Parcel No: 70-11-36-200-015

| | |
|--------------------------|------------|
| Lucas & Michelle DeVries | \$5,000.00 |
| 15000 Barry Street | |
| West Olive, MI 49460 | |

Enclosed is the original signed Water Transmission Main Easement and completed W-9 form. Please make payment directly to the above property owner at the above address and send a copy of the payment check to us for our files.

Please have the City Attorney, Mayor and Clerk sign where noted and return the original document to us so that we may properly record the Easement with the Ottawa County Register of Deeds. We will forward a copy to the property owner and the original to you upon recording.

If you have any questions, please give me a call. Thank you!

Land Matters Inc.

488 Kinney Avenue NW, Grand Rapids, Michigan 49534
Phone: 616.791.9805 Fax: 616.791.9815 www.landmatters.com

WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-11-36-200-015

The Grantor, **Lucas A. DeVries and Michelle DeVries, husband and wife**, whose address is 15000 Barry Street, West Olive, MI 49460

in exchange for the consideration of **Five Thousand Dollars and No Cents (\$5,000.00)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. If water transmission main structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to any water transmission main improvements located above ground as described/depicted on Exhibit A.
 - B. The Easement Area may be improved by landscaping, paving for driveways, walkways, or parking areas, and by installing fences. Other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. Alternatively, at City's option, City may pay Grantor for the reasonable cost to seed lawns and to replace shrubs and trees with nursery

stock. Fences will be removed without expense to Grantor and restored, in City's sole discretion, by City's contractor without expense to Grantor or City will reimburse Grantor for the cost to restore the fence. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.

4. Farm crops may be planted and livestock may graze in the Easement Area. However, fruit trees, grape vines, or other orchard or vineyard plants that depend on perennial growth shall not be planted in the Easement Area after the date of this easement. If crops are damaged due to City work in the Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.

5. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.

6. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

7. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.

8. This easement may be modified only in writing with the approval of the Wyoming City Council.

DATED: _____

Approved as a form:



Scott G. Smith, City Attorney

[Signed on next page.]

CITY OF WYOMING:

By: Kent Vanderwood, Mayor

By: Kelli A. Vandenberg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this _____ day of _____, 20____, by Kent Vanderwood, Mayor of the City of Wyoming, and Kelli A. Vandenberg, City Clerk of the City of Wyoming.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Kent

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

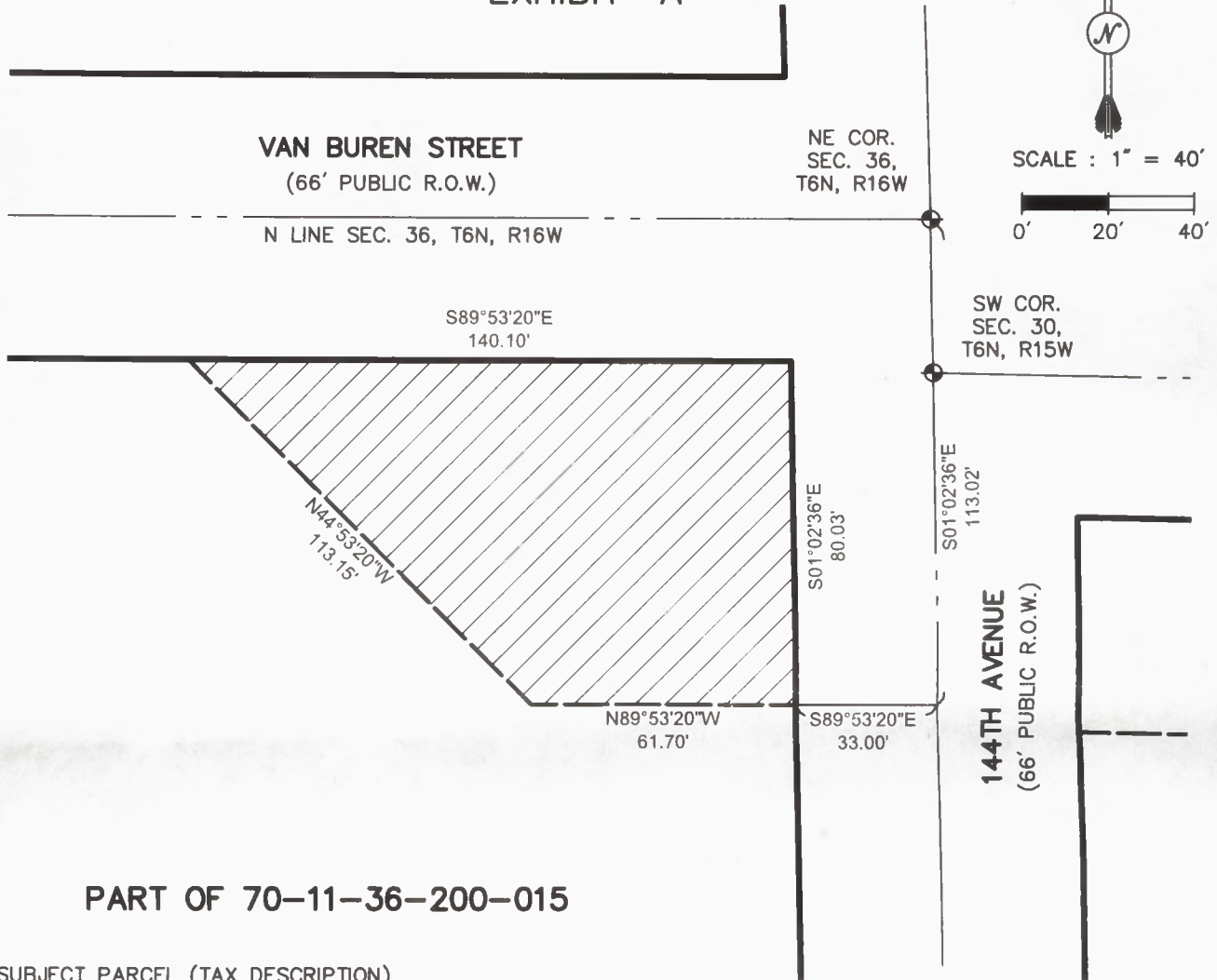
Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St., SW, PO Box 905
Wyoming, MI 49509

EASEMENT SKETCH

70-11-36-200-015

EXHIBIT "A"



PART OF 70-11-36-200-015

SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE NORTHEAST ¼ OF SECTION 36, T6N, R16W, PORT SHELDON TOWNSHIP, OTTAWA COUNTY, MICHIGAN: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE S01°02'36"E 1333.77 FEET; THENCE N89°49'47"W 1320.74 FEET; THENCE N01°00'26"W 1099.38 FEET; THENCE S89°53'20"E 934.72 FEET; THENCE N01°02'36"W 233.01 FEET TO THE NORTH LINE OF SAID SECTION; THENCE S89°53'20"E 385.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION

PART OF THE NORTHEAST ¼ OF SECTION 36, T6N, R16W, PORT SHELDON TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE S01°02'36"E 113.02 FEET ALONG THE EAST LINE OF SAID SECTION 36; THENCE N89°53'20"W 33.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 144TH AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING N89°53'20"W 61.70 FEET; THENCE N44°53'20"W 113.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VAN BUREN STREET; THENCE S89°53'20"E ALONG SAID LINE 140.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 144TH AVENUE; THENCE S01°02'36" ALONG SAID LINE 80.03 FEET TO THE POINT OF BEGINNING. (8072 SQUARE FEET)

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com

t. (616) 364-8491
 f. (616) 364-6955
 info@preinnewhof.com

CLIENT:
 CITY OF WYOMING
 PUBLIC WORKS ADMIN
 2660 BURLINGAME AVE.
 WYOMING, MI 49509

LOCATED IN : SECTION 36
 TOWN 6 NORTH, RANGE 16 WEST
 PORT SHELDON TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN

Date : 08/15/2023
 Project No. 2180630

PAGE
 1 OF 1

RESOLUTION NO. _____

RESOLUTION TO APPROVE, AUTHORIZE AND DIRECT THE SIGNING
OF A MARKETPLACE AGREEMENT

WHEREAS:

1. **Site 36** is comprised of two parcels, the approximately 75-acre **South Parcel** lying south of 36th St SW, 300 36th St SW, parcel # 41-17-24-201-007, owned by Franklin Site 36, LLC (**FS36**) and the approximately 5-acre **North Parcel**, across 36th St SW from the South Parcel, 301 36th St SW, parcel # 41-17-13-455-052, owned by the Wyoming Brownfield Redevelopment Authority (**WBRA**).
2. Under subsection 4.1.G of the December 7, 2021, Site 36 Development Contract, pursuant to which it purchased the South Parcel, FS36 is to arrange for and contribute \$1,500,000 toward construction of a public/private social and market space across the entirety of the North Parcel using a design approved by the City Planner that is in accordance with the sketch, entitled '36th Street Marketplace Conceptual Draft Layout,' dated 11.16.2021, ... that includes the items listed as 1 through 6 below, and ... pay up to \$1,500,000 of the cost with any amounts over that funded by City or WBRA. ...
 1. Electrical, water and sewer connections.
 2. Parking areas.
 3. Green space and landscaped areas.
 4. Enclosed or semi-enclosed vendor/market structure that includes restrooms and equipment storage.
 5. Drive connecting from the 36th St entrance to the Godwin Heights athletic field gate.
 6. Irrigated landscaping and a minimum 2 trees per 50 lineal feet along the 36th St frontage" (the **Marketplace**).
3. The marketplace is to be owned and operated by the City.
4. Before WBRA conveys the North Parcel to City, certain environmental due diligence must be completed.
5. Using state funds, the Michigan Department of Environment, Great Lakes, and Energy (**DEGLE**) is engaging in environmental site assessments that are needed (i) prior to WBRA's conveyance of the North Parcel to City and (ii) to determine what environmental due diligence is required in conjunction with that conveyance and with the construction, use, and occupancy of the Marketplace.
6. Additional funding for development of the Marketplace will come from the approximately \$2,700,000 WBRA retained from the sale of the South Parcel to FS36 and from tax increment revenues captured from the South Parcel.
7. On December 5, 2022, this City Council, pursuant to 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**), approved a brownfield plan for Site 36 that permits the capture of tax increment revenues generated on the South Parcel to fund, among other items, the costs of eligible activities related to construction of the Marketplace on the North Parcel (**Brownfield Plan**).
8. To fully capture all available tax revenues from the South Parcel and to use those captured tax revenues for development of the Marketplace, an Act 381 work plan needs to be prepared, approved by WBRA, and approved by DEGLE and the Michigan Strategic Fund board.
9. The proposed Marketplace Agreement will empower WBRA officers and City staff to take actions to convey the North Parcel to City when the additional environmental due diligence is completed, to enter into contracts for and complete the preparation of the Act 381 work plan, and to enter into contracts for the construction of the Marketplace.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Marketplace Agreement is approved in substantially the form attached as Exhibit A, subject to such changes as are approved by the Mayor, City Manager, and city attorney. The Mayor and City Clerk are authorized and directed to sign it on behalf of City. City officers and staff are authorized and directed to implement that Agreement.
2. All resolutions and parts of resolutions that conflict with this resolution are 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 October 2, 2023.

Date signed: October __, 2023

Kelli A. VandenBerg, Wyoming City Clerk

Exhibit A
MARKETPLACE AGREEMENT

This Marketplace Agreement is made as of October 3, 2023, between the City of Wyoming, a Michigan municipal corporation (**City**), and the Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate (**WBRA**), both of 1155 28th St SW, Wyoming, MI 49509.

RECITALS

- A. "**Site 36**" is comprised of two parcels, the approximately 75-acre **South Parcel** lying south of 36th St SW, 300 36th St SW, parcel # 41-17-24-201-007, owned by Franklin Site 36, LLC (**FS36**), and the approximately 5-acre **North Parcel**, across 36th St SW from the South Parcel, 301 36th St SW, parcel # 41-17-13-455-052, owned by WBRA.
- B. Under subsection 4.1.G of the Site 36 Development Contract dated as of December 7, 2021, pursuant to which it purchased the South Parcel, FS36 must "complete construction of a public/private social and market space across the entirety of the North Parcel using a design approved by the City Planner that is in accordance with the sketch, entitled '36th Street Marketplace Conceptual Draft Layout,' dated 11.16.2021, ... that includes the items listed as 1 through 6 below, and ... pay up to \$1,500,000 of the cost with any amounts over that funded by City or WBRA. ...
1. Electrical, water and sewer connections.
 2. Parking areas.
 3. Green space and landscaped areas.
 4. Enclosed or semi-enclosed vendor/market structure that includes restrooms and equipment storage.
 5. Drive connecting from the 36th St entrance to the Godwin Heights athletic field gate.
 6. Irrigated landscaping and a minimum 2 trees per 50 lineal feet along the 36th St frontage" (the **Marketplace**).
- C. After sharing the proceeds from the sale of the South Parcel to FS36 (as it was obligated to do under the agreement pursuant to which WBRA acquired Site 36), WBRA has approximately \$2,700,000 in funds and wishes to use those funds to pay part of the costs of the construction of the Marketplace.
- D. City and WBRA intend the North Parcel and Marketplace to be owned and operated by City.
- E. Using state funds, the Michigan Department of Environment, Great Lakes, and Energy (DEGLE) is engaging in environmental site assessments that are needed (i) prior to WBRA's conveyance of the North Parcel to City and (ii) to determine what environmental due diligence is required in conjunction with that conveyance and with the construction, use, and occupancy of the Marketplace.
- F. FS36 intends to contract with the Wolverine Building Group (**Wolverine**) to construct the Marketplace and Wolverine currently estimates the construction contract sum will exceed \$4,600,000.
- G. On December 5, 2022, City's City Council, pursuant to 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**), approved a brownfield plan for Site 36 that permits the capture of tax increment revenues generated on the South Parcel to fund, among other items, the costs of eligible activities related to construction of the Marketplace on the North Parcel (**Brownfield Plan**).
- H. In order to capture tax increment revenues generated from state and local educational taxes under the Brownfield Plan, it is necessary to prepare and obtain the approval of DEGLE and/or the Michigan Strategic Fund board of one or more Act 381 workplans more specifically delineating the work to be performed and the cost estimates for that work.
- I. It will be helpful to engage a consultant to prepare the Act 381 work plan and city staff recommends engaging Barr Engineering, the consultant that assisted in the preparation of the Brownfield Plan.
- J. Because of the requirements of FS36 under the Site 36 Development Contract and the intention to convey ownership of the North Parcel to City for its use and operation, the construction contract with Wolverine will list FS36, City, and WBRA as owners of the project.

K. City and WBRA wish to engage a project manager to oversee construction of the Marketplace in accordance with the plans and specifications approved by City staff and that project manager will also be working in conjunction with FS36.

L. Because WBRA's board meets only intermittently, WBRA has no employees, and timing of various events may be fluid as DEGLE completes its work on the North Parcel, the Act 381 work plans are prepared, and approvals are given, WBRA wishes to authorize its officers and city staff to undertake certain actions on its behalf.

TERMS AND CONDITIONS

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

1. Funds. The WBRA funds remaining from the sale of the South Parcel shall be used to prepare and obtain any needed approvals for the Act 381 work plan for the North Parcel and to construct the Marketplace on the North Parcel. Such expenses shall be incurred pursuant to contracts in form and substance as provided under this Agreement. Any WBRA officer may authorize the use of those funds to pay costs related to those endeavors as provided in this provision.

2. Contracts. Provided the total costs under them do not exceed \$5,000,000, the Secretary of WBRA (who is also City's Director of Community and Economic Development) or any other WBRA officer are authorized and directed to sign the following on behalf of WBRA:

A. A contract with Barr Engineering to provide services related to preparing and obtaining necessary state approvals of one or more Act 381 work plans related to the North Parcel and construction of the Marketplace. That contract shall be in a form and substance acceptable to the City Manager, City's Director of Community and Economic Development, and City Attorney.

B. A construction contract with Wolverine in accordance with the plans and specifications approved by City's Director of Community and Economic Development. That contract shall be (i) in a form and substance acceptable to the City Manager, City's Director of Community and Economic Development, and City Attorney, and (ii) approved by City's City Council.

C. A contract with Gary Tamminga to act as owner's representative for the Marketplace construction project under the Wolverine Contract. That contract shall be (i) in a form and substance acceptable to the City Manager, City's Director of Community and Economic Development, and City Attorney, and (ii) approved by City's City Council.

3. Conveyance of North Parcel. WBRA shall convey the North Parcel to City for the consideration of \$1.00 at a time the City Manager, City's Director of Community and Economic Development, and City Attorney determine is most appropriate, likely after any needed or prudent environmental site assessments are completed.

A. The North Parcel is subject to the Declaration of Restrictive Covenant recorded with the County Register of Deeds on August 30, 2017, at 20170831-0073657, a copy of which City has. The conveyance provided for under this provision will require prior notification of DEGLE and the United Environmental Protection Agency in the manner provided in that Declaration of Restrictive Covenant.

B. Conveyance shall be by a quitclaim deed.

C. City shall, without expense to WBRA, obtain any surveys, assurance of title, site assessments or evaluations, soil borings, or other pre-conveyance assurance it desires. WBRA shall not provide any survey or assurance of title.

D. WBRA makes no representation or warranty as to the condition of the North Parcel or as to its fitness or suitability for any use or purpose. WBRA will not have any obligation to address the condition of the North Parcel. The North Parcel will be conveyed in an "as is," "where is," and "with all faults" condition. After acquiring the North Parcel, City will have no recourse against WBRA personnel due to any condition of the North Parcel whether open and obvious, hidden, latent, or otherwise.

4. General Provisions.

A. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all other agreements between the parties regarding its subject matter except Site 36 Development Contract. Any waiver, alteration or modification of this Agreement will not be valid unless in writing signed by both parties.

B. The captions are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

C. If further documentation is reasonably needed to effectuate the provisions and intent of this Agreement, each party shall sign and deliver such further documents as reasonably needed without undue delay or conditions.

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

CITY OF WYOMING

**WYOMING BROWNFIELD REDEVELOPMENT
AUTHORITY**

By: _____
Kent Vanderwood, Mayor

By: _____
Tom Brann, Board Chair

By: _____
Kelli A. Vandenberg, City Clerk

By: _____
Nicole Hofert, Secretary

Dated signed: _____, 2023

Date signed: October __, 2023

Approved as to form:

Scott G. Smith, City Attorney

Approved by WBRA Board: September 25, 2023
Approved by City Council: October 2, 2023

STAFF REPORT

Date: September 27, 2023
Subject: Approving Marketplace Agreement
From: Nicole Hofert, Community & Economic Development Director
Scott Smith, City Attorney
Meeting Date: October 2, 2023

RECOMMENDATION:

Approve Resolution Approving and Authorizing and Directing Signing Marketplace Agreement.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The Site 36 Marketplace will be a community gathering place providing for a venue for farmer and small vendor markets, special events, entertainment, and other uses, as well as for access to and overflow parking for Godwin Heights High School athletic events.

Safety – Site 36's redevelopment will continue to provide for environmentally responsible reuse of the site.

Stewardship – Enabling conveyance of the site to the City, ensuring completion of environmental due diligence, preparing an Act 381 work plan, seeking the use of tax increment revenues, and cooperating with Franklin Site 36 LLC (**FS36**) on the construction of the Site 36 Marketplace will provide for funding its construction and for its operation, maintenance, programming, and oversight by the City in a manner that is projected to be more financially feasible.

BUDGET IMPACT:

FS36 will pay \$1.5M toward Marketplace construction. Over \$2.7M will be paid by the Wyoming Brownfield Redevelopment Authority (**WBRA**) from proceeds remaining from the sale of the south parcel of Site 36 to FS36. Remaining costs will be paid from tax increment revenues generated from the south parcel and/or from state grant funds. No general fund tax revenues will be used.

DISCUSSION:

Site 36 is comprised of two parcels, the 75±-acre at 300 36th St SW lying south of 36th St SW, owned by FS36 (the **South Parcel**), and the 5±-acre **North Parcel** at 301 36th St SW, owned by the WBRA. Under the December 7, 2021, Site 36 Development Contract, pursuant to which it purchased the South Parcel, FS36 is to arrange for and contribute \$1,500,000 toward construction of a public/private social and market space on the North Parcel using a design approved by the City Planner that is in accordance with the sketch, entitled "36th Street Marketplace Conceptual Draft Layout," dated 11.16.2021.

The City is to own and operate the Marketplace. Before conveyance to the City, environmental due diligence must be completed. Using state funds, the Michigan Department of Environment, Great Lakes, and Energy (**DEGLE**) is providing environmental site assessments and a due care plan.

Additional funding for Marketplace construction will come from the approximately \$2.7M the WBRA retained from the sale of the South Parcel to FS36 and from brownfield tax increment revenues captured from the South Parcel. In cooperation with The Right Place, the City has also sought Michigan Strategic Fund (**MSF**) monies to support it.

In December 2022, the City Council, pursuant to 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**), approved a brownfield plan for Site 36 that permits the capture of tax increment revenues generated on the South Parcel to fund, among other items, eligible activities related to construction of the Marketplace. To capture and use all tax revenues from the South Parcel for development of the Marketplace, an Act 381 work plan needs to be prepared, approved by the WBRA, and approved by DEGLE and the MSF.

The Marketplace Agreement empowers WBRA officers and City staff to convey the North Parcel to the City after the environmental due diligence is completed, to contract for and complete the Act 381 work plan, and to contract for Marketplace construction.

RESOLUTION NO. _____

RESOLUTION TO APPROVE, AUTHORIZE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN INDIGENT DEFENSE ATTORNEY SERVICES CONTRACTS AND SUCH OTHER CONTRACTS AS MAY FROM TIME TO TIME BE APPROVED BY REPRESENTATIVES OF THE INDIGENT DEFENSE COLLABORATION AMONG GRANDVILLE, WALKER, KENTWOOD AND WYOMING

WHEREAS:

1. The Michigan Indigent Defense Commission (“MIDC”) provides grants to court funding units to implement standards for the defense of indigent criminal defendants proposed by the MIDC and approved by Michigan Department of Licensing and Regulatory Affairs.
2. Grandville and Walker as the court funding units for the 59th District Court, Wyoming as the court funding unit for the 62-A District Court, and Kentwood as the court funding unit for the 62-B District Court are collaborating for a single MIDC grant to provide funding (to the extent it exceeds their respective local shares based on amounts they were paying for indigent defense before the MIDC Standards took effect) for indigent criminal defense attorney services in those courts and for contracting with organizations, law firms, and criminal defense attorneys to provide those services in those courts.
3. The collaboration agreement among the cities specifies that Wyoming will serve as the funding unit for those courts and that Wyoming will employ an administrator to contract with organizations, law firms, and criminal defense attorneys to provide indigent defense services in those courts, among other responsibilities.
4. The Wyoming Indigent Defense Administrator issued a request for proposals to provided indigent criminal defense attorneys services, interviewed those who submitted proposals, and proposed contracts with the Kent County Office of the Defender (“KCOD”) to provide those services and contracts with other law firms and attorneys to provide those services in cases in which KCOD has a conflict.
5. Those contracts are conditioned upon obtaining an MIDC grants for the 2024 and subsequent state fiscal years in amounts sufficient to pay the costs of those contracts and other costs related to indigent criminal defense.
6. Those contracts will from time-to-time need to be modified or replaced to address changes in the availability of attorneys providing indigent criminal defense services as conflict counsel, changes in MIDC requirements, changes in MIDC grant funds, or for other reasons.
7. The form and substance of the MIDC grant for state fiscal year 2024 has been determined and approved by the MIDC and the state fiscal year 2024 grant agreement has been signed by the Wyoming City Manager.
8. Each of the cities believes it is not necessary for their governing bodies to review and approve each subsequent year’s MIDC grant agreement, modifications to or replacements of contracts with indigent criminal defense attorney services providers, or other indigent criminal defense related contracts and expenditures if the designated representatives of the cities unanimously agree to them, MIDC grant funds together with the local shares of each of the cities are sufficient to pay any contractual obligations, and they do not impose any substantial additional obligations on any of the cities or the three courts.

NOW, THEREFORE, BE IT RESOLVED:

1. The MIDC grant contract for state fiscal year 2024 is approved in substantially the form and substance reviewed and approved by the designated representatives of the cities.

2. Amendments to the MIDC grant agreement, MIDC grant agreement for subsequent state fiscal years, contracts with KCOD to provide indigent criminal defense attorney services, contracts with other indigent criminal defense attorney services providers to provide services as conflict counsel, and other contracts and expenditures as may from time-to-time be reasonably needed to implement MIDC Standards are approved when (i) the representatives of each of the cities designated by the cities respective city managers unanimously approve them, (ii) they require no expenditures from the cities beyond those budgeted for indigent criminal defense, (iii) they do not impose any substantial additional obligations on any of the cities or the three courts.
3. The Mayor and City Clerk are authorized and directed to sign the documents described in paragraphs 1 and 2 of this resolution.
4. All resolutions and parts of resolutions are, to the extent of any 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 session held on October 2, 2023.

Date: October __, 2023

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

To: Wyoming City Council

From: Paul Van Gessel, Indigent Defense Administrator

Date: September 25, 2023

Subject: Approval of Indigent Defense Attorney Services Contracts

The Michigan Indigent Defense Act, 2013 PA 93 (**MIDC Act**), was enacted to provide indigent persons charged with crimes representation by competent criminal defense attorneys. The MIDC Act provides that local court funding units, including the Cities of Wyoming, Grandville, Walker, and Kentwood (**the Cities**), contribute only the amounts they spent for indigent defense on an annual basis before the enactment of the MIDC Act (local shares) and additional funding for indigent defense services is provided by Michigan Indigent Defense Commission (**MIDC**) annual grants.

The MIDC proposed 8 indigent defense standards, 6 of which have been approved by its supervising agency, the Department of Licensing and Regulatory Affairs (**LARA**), with the two remaining standards expected to be approved for the state's 2025 fiscal year (**FY 2025**), starting October 1, 2025. The standards require that selection and oversight of the indigent defense attorneys be performed by an attorney who is independent from the courts and any prosecutor's office. Terms of the grant also generally prohibit reimbursements to local governments for time expended in grant administration by existing court and city staffs. To minimize costs and unreimbursed staff time expended for annual grant applications, quarterly reporting, contracting with criminal defense attorneys, addressing indigent defense concerns, etc., the Cities entered a collaboration agreement to submit a single grant for indigent criminal defense services in their courts and to combine contracts with attorneys to provide those services. Wyoming serves as the funding unit in accordance with the agreement.

This arrangement relieves the Cities' staffs of most indigent defense related responsibilities, improves the grant and indigent defense administration, and addresses added responsibilities due to implementation of the MIDC standards. A full-time indigent defense administrator was hired for the Cities and courts. Wyoming employs the administrator and the MIDC grant funds pay all costs associated with the position and provides some additional funding for related overhead that offsets costs associated with accounting responsibilities.

Pursuant to the collaboration agreement, the Cities entered a contract with the Kent County Office of the Defender (**KCOD**) to serve as the primary provider of indigent defense attorneys and contracted with a roster of attorneys willing to handle cases in which KCOD had a conflict of interest. Those contracts will expire at the end of FY 2023 (September 30, 2023). Requests for Proposals were sent to KCOD and other attorneys providing indigent defense services in Kent County in January 2023 and while the response was not ideal, KCOD and an increased number of attorneys submitted proposals to renew or enter contracts to provide indigent defense services. The administrator submitted the FY 2024 compliance plan and cost analysis on that basis and the MIDC approved both at its June meeting. The FY 2024 grant contract has since been signed and returned by the City Manager.

Proposed contracts were reviewed by the City Attorney and approved by the Cities' Indigent Defense Advisory Board and have been distributed to KCOD and the conflict attorneys for signature. The administrator is recommending approval of those contracts by City Council.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO CERTIFY AUTHORIZED INDIVIDUALS TO SIGN SERVICE REPORTS AND FINANCIAL REPORTS RELATED TO THE CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAWM have an established contract, contract number 51.98, via resolution number 27493, to provide transportation assistance services for the period of October 1, 2022, ending September 30, 2025, subject to annual funding availability.
3. Various designated staff positions are required to complete and submit service and financial reports for contract reporting. From time to time, these positions may experience staff changes during the period of the contract necessitating updating of their names as signature authority to ensure timely reporting.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to certify authorized signatures for the reporting requirements to ensure compliance with all contract requirements for the Area Agency on Aging of Western Michigan Inc Contract Amendment, 51.98-FY2024.
2. The City Council further authorizes the Mayor and City Clerk to execute such certification at any time during the approved contract period.

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 October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Authorization of Signature for Service Reports and Financial Reports for AAWM Funded Programs

Resolution No. _____

STAFF REPORT

Date: September 25, 2023

Subject: Contract Amendment for the Older Adult Transportation Assistance Program

From: Chad Boprie, Recreation Programmer II

CC: Krashawn Martin, Director of Parks and Recreation
Jodi Yenchar, Finance Director

Meeting Date: October 2, 2023

RECOMMENDATION:

It is recommended City Council approve a contract amendment with the Area Agency on Aging of Western Michigan (AAAWM) to provide older adult transportation assistance. The contract amendment affirms an \$11,000 grant award to provide the annual funding of the Wyoming Senior Center's (WSC) Old Adult Transportation Program.

COMMUNITY, SAFETY, STEWARDSHIP:

The Wyoming Senior Center (WSC) transportation grant program provides over 8,000 Go! Bus rides for area adults who are 60 years of age and older, who have limited economic means, are disabled, and socially isolated. Program participants use tickets to attend the WSC and to perform activities of daily living and contribute to the local economy. Go! Bus tickets are used primarily to access medical appointments, food and grocery trips, access to the WSC, and other services.

DISCUSSION:

The City of Wyoming and the Area Agency on Aging of Western Michigan (AAAWM) has an established contract, contract #51.98, to provide transportation assistance services for the period of October 1, 2022, through September 30, 2025, subject to annual funding availability.

The AAAWM Board of Directors approved annual grant funding of \$11,000 specifically for the period of October 1, 2023, through September 30, 2024.

Our program continues to be recognized and highlighted by AAAWM for its innovation as it provides essential service to older adults in the community.

BUDGET IMPACT:

No budget amendment is needed. The expense for transportation tickets is already budgeted in 208-752-75800-956.200. This grant contribution provides funding for 90% of the cost with the City providing a 10% match.

Attachment(s):
Contract Amendment
Resolution

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan non-profit Corporation, and City of Wyoming (Service Partner), a Michigan municipality, entered into Contract numbered 51.98 in which the Service Partner undertook to provide certain services with state and federal funding for the three-year period ending 9/30/2025. The parties now agree to amend the provisions of that contract.


AGREEMENT OF PARTIES

As of 7/24/2023, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2023 through September 30, 2024, as provided in the Contract of October 1, 2022 through September 30, 2025 shall not exceed **\$11,000.00 (Eleven thousand and 00/100 dollars)**.
2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2023 through September 30, 2024, as specified in the Contract of October 1, 2022 through September 30, 2025, shall not be less than **\$1,222.00 (One thousand two hundred twenty-two and 00/100 dollars)**.
4. That Service Budget Attachment I-A is deleted, and Service Budget Attachment I-A, dated 08/23/2023, is added.
5. The Older Americans Act Funding Distribution Schedule (Attachment II) is deleted and Older Americans Act Funding Distribution Schedule (Attachment II), dated 07/24/2023, is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.

A MICHIGAN NON-PROFIT CORPORATION

By: 
 Kendrick Heinlein, Chief Executive Officer

8/31/2023
 Date

By: _____
 Person Authorized to Sign for Service Partner

 Date

Name: Kent Vanderwood

Title: Mayor

Kelli A. VandenBerg, City Clerk

UNIT RATE BUDGET

Older Americans Act FY2024

Partner: City of Wyoming

Service: Transportation - Public

Date: 08/23/2023 Budget Period: 10/1/23-9/30/24

Prepared by: Chad Boprie

(Use whole dollar amounts unless otherwise specified)

| I. FUNDING SUMMARY | | | |
|--|---|------|----------|
| 1. | Federal Funds Awarded | | \$11,000 |
| 1a. | One-time Federal Funds Awarded | | \$0 |
| 2. | State Funds Awarded | | \$0 |
| 2a. | One-time State Funds Awarded | | \$0 |
| 3. | TOTAL AAAWM FUNDING: | | \$11,000 |
| II. UNIT COST ANALYSIS | | | |
| (Per Unit: Dollars and Cents - 2 decimal places) | | | |
| 4. | Administration & Fundraising Expenses | | \$1.39 |
| 5. | Direct Service Cost | | \$0.00 |
| 6. | Equipment & Supplies | | \$3.50 |
| 7. | Other (Occupancy, Communication, etc.) | | \$0.00 |
| 8. | Total Cost BEFORE Match: | | \$4.89 |
| 9. | Less 10% Unit Match | | \$0.49 |
| 10. * | Unit Rate to be Paid by AAAWM to Service Partner: | | \$4.40 |
| III. OTHER RESOURCES | | | |
| 11. | Projected Program Income | | \$5,288 |
| 12. | Other Resources | | \$0 |
| IV. LOCAL MATCH | | | |
| Required Match Amount: \$1,222 | | | |
| | Source of Local Match | Cash | In-Kind |
| | | | Total |
| 13. | City of Wyoming | \$0 | \$4,400 |
| 14. | | | \$0 |
| 15. | | | \$0 |
| 16. | | | \$0 |
| 17. | Total Match: | \$0 | \$4,400 |
| (total match on line 17 must be equal to/greater than Required Match Amount above) | | | |
| V. UNITS & CLIENTS | | | |
| 18. | Total Number of Units to be Provided | | 2,500.00 |
| 19. | Estimated Number of Clients to Receive Service | | 80 |

VI. PROGRAM COST NARRATIVE

(Complete this section by describing the basis for unit rate expenses in each category)

- A. **Administration & Fundraising:**
1.39 represents the time administrative staff spends managing ticket sales, reporting, and making phone calls to participants.
- B. **Direct Service Cost:**
N/A
- C. **Equipment & Supplies:**
\$3.50 represents the amount we pay for tickets.
- D. **Other:**
N/A

Contract No. 51.98 – FY24.1

Attachment II

Area Agency on Aging of Western Michigan
Older Americans Act (OAA) Funding Distribution
Contract Period: October 1, 2023 – September 30, 2024

Funding as of: October 1, 2023

Partner: Wyoming, City of

| Service: | Funding Source | CFDA | Award Amount |
|----------------------------|---------------------------|-------------|---------------------|
| 1. Transportation - Public | IIIB | 93.044 | \$6,000 |
| | IIIB (ARPA) | 93.044 | \$5,000 |
| | Total for Service: | | \$11,000 |

Total Funding: \$11,000

EFFECTIVE DATE: _____

AUTHORIZATION OF SIGNATURE FOR AAAWM FUNDED PROGRAMS

1. Name and Address of Service Partner:

City of Wyoming - City Hall
1155 28TH ST SW
Wyoming, MI 49509

Individuals authorized to sign documents on behalf of Partner:
(handwritten signatures only; circle all permissions that apply for each signer)

2. Signature, Typed Name and Title:

| | |
|---|---|
| 1. Signature: <u>Wadi Yenchar</u> | 2. Signature: <u>Joseph A. Sterling</u> |
| Name <u>Wadi Yenchar</u> | Name <u>Joe Sterling</u> |
| Title <u>Finance Director</u> | Title <u>Accountant</u> |
| Contracts <u>Financial Reports</u> Contract Amendments <u>Service Reports</u> | Contracts <u>Financial Reports</u> Contract Amendments <u>Service Reports</u> |
| 3. Signature: <u>Krashawn Martin</u> | 4. Signature: <u>Lynn M. Clarke</u> |
| Name <u>Krashawn Martin</u> | Name <u>Lynn M. Clarke</u> |
| Title <u>Director of Parks & Rec</u> | Title <u>Recreation Supervisor</u> |
| Contracts <u>Contract Amendments</u> Financial Reports <u>Service Reports</u> | Contracts <u>Contract Amendments</u> Financial Reports <u>Service Reports</u> |

3. I certify that the signature (s) above is (are) of the individual (s) authorized to sign documents *as specified* on behalf of Service Partner.

Signature of Board Chairperson /Owner

Date

Name _____ Title _____

Note: The submitted form is valid for one year.
It is the Service Partner's responsibility to notify AAAWM of any changes.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO SIGN THE SCOPE OF WORK WITH CIVICPLUS

WHEREAS:

1. The City of Wyoming's zoning codes are not included in the Municode online code repository.
2. The maintenance of these codes as standalone documents is time-consuming and provides lower quality service to residents and business owners.
3. CivicPlus has submitted a scope of work to import the City's two zoning codes into Municode in the attached document dated September 1, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby accepts the quotation from CivicPlus, 302 South 4th St, Suite 500, Manhattan, Kansas, and authorizes the Mayor and City Clerk to sign the Scope of Work with CivicPlus.

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 October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 27, 2023
To: John Shay, City Manager
From: Paul G. Smith, Assistant Director of Community and Economic Development
CC: Nicole Hofert, Director of Community and Economic Development
Patrick Waterman, Deputy City Manager
Subject: CivicPlus – Import of Zoning Codes to Municode
Meeting Date: October 2, 2023

RECOMMENDATION:

It is recommended that City Council authorize the Mayor and City Clerk sign the Scope of Work for CivicPlus to import our two zoning codes to Municode.

DISCUSSION:

CivicPlus provides the Municode online code repository service for the City of Wyoming. Municode hosts the City's code of ordinances with the exception of our two zoning codes. This service integrates with our City website.

The two zoning codes are currently hosted on our website as pdfs that are time-consuming to manage, difficult to search, and limit the ability for staff members to provide links to specific code sections when emailing residents. This creates additional expense for the Community and Economic Development Department and provides lower quality service to residents and business owners.

In the current budget, City Council provided \$12,500 to pay for these zoning codes to be imported into Municode. This will significantly reduce the staff time necessary to manage these codes and will not increase our annual expense for Municode, after these initial import fees. The last time that we requested this service was in 1996 and the fee was \$20,000.

BUDGET IMPACT:

The necessary funds for this service are available in account 101.400.40000.801.000 (Planning – Professional Services).



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-48043-1
9/1/2023 4:03 PM
11/30/2023

Client:
WYOMING, MICHIGAN

Bill To:
WYOMING, MICHIGAN

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|--------------|-------|----------------------|-----------------|----------------|
| Janell Flynn | | jflynn@civicplus.com | | Net 30 |

| QTY | PRODUCT NAME | DESCRIPTION | PRODUCT TYPE |
|------|--|---|--------------|
| 1.00 | Full-Service Supplementation Per Page Rate | Full-Service Supplementation - Add zoning ordinance to code as supplement | One-time |
| 1.00 | Full-Service Supplementation Per Page Rate | Full-Service Supplementation - Zoning form based code | One-time |

| | |
|---|---------------|
| Total Investment - Prorated Year 1 | USD 12,500.00 |
| Annual Recurring Services (Subject to Uplift) | USD 0.00 |

Total Days of Quote:182

| | |
|-------------------------------|-----------------------------------|
| Initial Term Invoice Schedule | 100% Invoiced upon Signature Date |
| Annual Uplift | As agreed to in the Agreement |

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current Code and Supp billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH GEOTECHNICAL ENGINEERING SERVICES
FOR THE CLEVELAND AVENUE SINKHOLE INVESTIGATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with geotechnical engineering services for the Cleveland Avenue sinkhole investigation and authorize payment to Materials Testing Consultants, Inc. in the amount of \$31,495.50.
2. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency geotechnical engineering services and authorizes payment to Materials Testing Consultants, Inc. in the amount of \$31,495.50.
2. The City Council approves the budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Invoice

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: October 2, 2023

Budget Amendment No. 031

To the Wyoming City Council:

A budget amendment is requested to reappropriate an additional \$32,000 of budgetary authority for an emergency investigation into a sinkhole on Cleveland Avenue.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|---|----------------|-----------------|-----------------|----------------|
| <u>Capital Improvement Fund</u> | | | | |
| Public Works - Administration - Professional Services | | | | |
| 400-441-17500-801.000 | \$ 30,000.00 | \$ 32,000.00 | | \$ 62,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Fund Balance/Working Capital (Fund 400) | | \$ - | \$ 32,000.00 | |

Recommended: 
Senior Accountant


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: September 21, 2023

Subject: Geotechnical Engineering Services for Cleveland Avenue Sinkhole Investigation

From: Aaron Vis, Deputy Director of Public Works

Date of Meeting: October 2, 2023

RECOMMENDATION:

It is recommended the City Council authorize payment for geotechnical engineering services to Materials Testing Consultants, Inc. in the amount of \$31,495.50, and approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

An emergency investigation into sinkholes that developed on Cleveland Avenue was conducted to understand the cause of the issues, determine viable remedial strategies and their associated risks to public and private investments, and present the results to staff and Council.

DISCUSSION:

Sinkholes near the intersection of Cleveland Avenue and Burton Street have regularly occurred since 2016. The most recent ones, located within City right-of-way and private property, prompted an extensive emergency geotechnical investigation to determine the cause and identify remedial strategies. Materials Testing Consultants, Inc., an engineering and geotechnical company with which the City already has a contract to perform common geotechnical work, was retained to perform this specialized emergency work.

An extensive subsurface investigation occurred in July of 2023, with results of this work presented to the City Council on September 18, 2023. As detailed on the attached invoice, costs for this work total \$31,495.50.

BUDGET IMPACT:

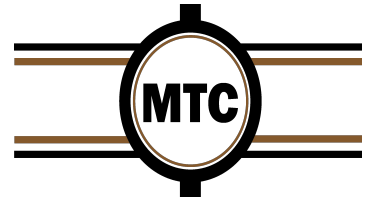
Adequate funds exist in the Capital Improvement Fund, Professional Services account 400-441-17500-801.000, pending approval of the attached budget amendment.

ATTACHMENT:

Invoice
Budget Amendment

Invoice

MATERIALS TESTING CONSULTANTS, INC.
693 PLYMOUTH NE
GRAND RAPIDS MI 49505
(616) 456-5469



September 21, 2023

Project No: 231505.0
Invoice No: 0069112

Revised

CITY OF WYOMING/ENGINEERING DEPARTMENT
2660 BURLINGAME SW
WYOMING MI 49509
ATTN: MR. JEFF OONK

Project 231505.0 2029 CLEVELAND - SINKHOLE
GEOTECHNICAL ENGINEERING SERVICES, PN#17472
Professional Services from July 01, 2023 to September 19, 2023

| | |
|--|--------------------|
| Mobilization- 1.0 LS @ 500.00 | 500.00 |
| Normal Drilling- 101.70 LF @ 15.00 | 1,525.50 |
| NQ/HQ Rock Coring- 101.70 LF @ 80.00 | 8,136.00 |
| Rock Core Setup Fee- 3.0 EACH @ 350.00 | 1,050.00 |
| Concrete, Asphalt, Brick less than 10" thick- 27.0 IN @ 13.00 | 351.00 |
| Bagged Materials- 36.0 BAG @ 18.00 | 648.00 |
| Project Engineer- 133.0 HR @ 145.00 | 19,285.00 |
| Total this Invoice | \$31,495.50 |

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
CONSTRUCTION MATERIALS ENGINEERING TESTING

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Soils & Structures, Inc. to perform construction materials engineering and testing for the improvements at Fire Station #2 and #4 in the total estimated amount of \$11,954.00.
2. Funds are available in account number 285-873-17500-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Soils & Structures Inc. to perform construction materials engineering testing in the total estimated amount of \$11,954.00.
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 October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Proposal

Resolution No. _____

STAFF REPORT

Date: September 12, 2023

Subject: Fire Station #2 and #4 Construction Materials Engineering and Testing Services

From: Troy Rinks, Facilities Foreman
Aaron Vis, Deputy Director of Public Works

Meeting Date: October 2, 2023

RECOMMENDATION:

It is recommended that the City Council accept a proposal from Soils & Structures, Inc. to perform construction materials engineering and testing for the improvements at Fire Station #2 and #4 in the amount of \$11,954.00 and authorize the Mayor and City Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Third party testing and inspections per the requirements of the 2015 Michigan Building Code and the City’s Community and Economic Development Department are necessary to ensure that the improvements are properly performed.

DISCUSSION:

On September 5, 2023, the City Council approved a contract with JWK Construction, Inc. to complete the Fire Station #2 and #4 Building Addition and Renovation project. To be compliant with the 2015 Michigan Building Code, and the City of Wyoming’s Community and Economic Development Department, construction materials engineering and testing services must be completed on this project. These services will include inspections and testing for soil compaction, concrete construction, and steel construction and erection construction.

A work specification was created and distributed to 3 local contractors as recommended by the architect. All 3 contractors submitted a proposal and are as follows:

| | |
|------------------------------------|-------------|
| Soils and Structures, Inc. | \$11,954.00 |
| Materials Testing Consultants Inc. | \$20,000.00 |
| SME | \$22,900.00 |

After review and consultation with the architect, it is recommended that the City Council accept the Fire Station #2 and #4 Construction Materials Engineering and Testing Services proposal from Soils & Structures, Inc., for a total amount of \$11,954.00.

Once work is started on this project, Soils & Structures, Inc. will work with JWK Construction, Inc., and Facilities staff throughout the duration of the project.

BUDGET IMPACT:

Sufficient funds exist in the Federal Grant Funds account 285-873-17500-956.000.

ATTACHMENTS:

Soils & Structures, Inc. Contract

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Professional means Soils & Structures, Inc., a Michigan corporation, of 6480 Grand Haven Rd, Muskegon, MI 49441.

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 October 3, 2023.

Proposal means Professional's proposals for testing at City's Fire Station #2 and Fire Station #4 attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants Professional is complying with and will comply with the Standard Terms.
4. The "Limitation of Liability" and "Insurance" provisions in the Proposal do not apply to this contract.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

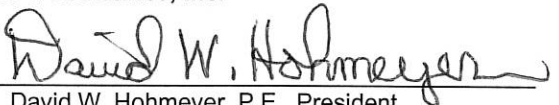
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: October __, 2023

Approved as to form:

Scott G. Smith, City Attorney

Soils & Structures, Inc.

By: 
David W. Hohmeyer, P.E., President

By: 
Jon Veeneman, Field Manager

Date signed: September 20, 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. 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. 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 Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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 the last 3-years had one or more public transactions terminated for cause or de

the City's 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.

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

4. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

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

C. If Professional will engage with others on City's behalf, Professional 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical

disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional must use language assistance services in communications.

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

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

5. Ethical Standards. Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay 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 except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.

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

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

8. Document Ownership and Use. All documents Professional generates as part of its services under this 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 amounts due Professional under this Contract.

9. 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.

10. 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.

11. Professional Responsibility.

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

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel to

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

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

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

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

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

| |
|---|
| COMMERCIAL GENERAL LIABILITY |
| Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included. |
| AUTOMOBILE LIABILITY INSURANCE |
| Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence |
| WORKERS' DISABILITY COMPENSATION |
| Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law. |
| EXCESS/UMBRELLA INSURANCE |
| Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies). |
| PROFESSIONAL LIABILITY INSURANCE |
| Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract. |

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

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

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

17. Independent Contractor. Professional is wholly independent of City. None of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for acts, omissions, and statements of

Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

18. Governing Law. This contract is governed in by and is to be interrupted according to Michigan law. The parties agree that the state courts in Kent County, Michigan shall have exclusive jurisdiction for any disputes or claims arising from this contract.

EXHIBIT B



Aug 24, 2023

City of Wyoming
1155 28th Street SW
Wyoming, Michigan 49509

Attention: Mr. Troy Rinks

Regarding: Wyoming Fire Station #2
Wyoming, Michigan

Dear Mr. Rinks:

Soils & Structures, Inc. is pleased to present our testing proposal for the above mentioned project. The scope will include special inspections for the Wyoming Fire Station #2 located at 4507 S. Division Avenue in Wyoming, Michigan.

The following areas will be inspected per the requirements of the 2015 Michigan Building Code.

Soil Compaction

Inspections for soil in accordance with section 1705.6:

- Inspection of site preparation
- Fill placement and the evaluation of in place density.
- Inspections will follow the requirements which comply with the approved soil report as specified in section 1803.5.

Concrete Construction

Inspections for concrete in accordance with section 1705.3:

- Verification of mix design
- Verification of proper reinforcing steel placement and spacing
- Sampling of fresh concrete for slump per ASTM C143
- Sampling of fresh concrete for air content per ASTM C231
- Sampling of fresh concrete for density per ASTM C138
- Sampling of fresh concrete for temperature per ASTM C1064
- Sampling of fresh concrete for strength per ASTM C31

Steel Construction

Steel Erection in accordance with Section 1705.2:

- Verify welder certifications and qualifications.
- Verify compliance with the details shown on the approved constructions documents
- Inspection of high-strength bolt installation, calibrations, and tightening or pretension where required.
- Correct inspections of all field welds (i.e. UT for CJP welds and VT for single pass fillet welds).

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Including these requirements and the specifics of the project the following table breaks down our proposal:

| Item | Unit Price | QTY | Subtotal |
|------------------------------------|------------|-----|----------|
| Soil Compaction – Site Development | \$78.00 | 8 | \$624.00 |
| Soil Compaction – Foundations | \$78.00 | 8 | \$624.00 |
| Soil Compaction – Backfill/Floors | \$78.00 | 6 | \$468.00 |
| Concrete - Site Development | \$78.00 | 6 | \$468.00 |
| Concrete - Foundations | \$78.00 | 10 | \$780.00 |
| Concrete - Floor | \$78.00 | 6 | \$468.00 |
| Concrete - Test Cylinders | \$18.00 | 40 | \$720.00 |
| Structural Inspections | \$100.00 | 8 | \$800.00 |
| Granular Proctor | \$250.00 | 1 | \$250.00 |
| Field / Laboratory Supervisor | \$95.00 | 5 | \$475.00 |
| Administrative Services | \$60.00 | 5 | \$300.00 |

Estimated Total \$5,977.00

The total estimate for testing is \$5,977.00. As always we will work with the construction team to combine trips when possible to minimize inspection costs. All travel and equipment costs are included.

We look forward to being of service to you. Please contact our office with any questions you may have.

Sincerely,
Soils & Structures, Inc.

Jon Veeneman
Field Manager
JMV/jv

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CONFIRMATION OF AND AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES (Notice of Furnishing)

Design Professional Firm: Soils & Structures, Inc. 6480 Grand Haven Road Muskegon, Michigan 49441
Client: City of Wyoming 1155 28th Street SW Wyoming, Michigan 49509
Agreement Date: Aug 24, 2023
Project Name: Wyoming Fire Station #2 Project Location: Wyoming, Michigan

Scope and Limit of Services:

Table with 1 row and 1 column containing 'Testing & Special Inspections'.

Fee Arrangement: Work to be invoiced according to the proposal dated Aug 24, 2023 ESTIMATED COST OF TESTING = \$5,977.00

Special Conditions: None

Prepared By: David W. Hohmeyer, P.E. / President (printed name/title)
The Terms and Conditions form is part of the Agreement.

Offered By: Soils & Structures Inc. (Professional Firm) Jon Veeneman/Field Manager (printed name/title)
Accepted By**: City of Wyoming (Client/Company) (printed name/title)

Signature of Jon Veeneman and date 08 / 24 / 2023. Labels: (signature), (date), (signature), (date)

**Due to time constraints imposed on Soils & Structures, Inc. to begin or complete portions of the work this agreement is assumed to be accepted without a signature based on verbal instructions to proceed with the work. The agreement is also assumed to have been accepted based acceptance of the work product and its use for design, financing, permits and /or construction. Terms and Conditions may be negotiated prior to submission or use of the work product.

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TERMS and CONDITIONS

Project: Wyoming Fire Station #2

Agreement Date: Aug 24, 2023

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Site Access:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to binding arbitration in accordance with the Construction Industry rules of the American Arbitration Association and any arbitration award so granted shall be specifically enforced by any Circuit Court in Michigan. Client and Firm agree to include a similar arbitration agreement with all contracts, subcontractors, sub-consultants, suppliers or fabricators, thereby providing for binding arbitration as the primary method for dispute resolution between all parties.

Billings & Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 15 days after client's receipt. If the invoice has not been paid within 15 days of when payment is due, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Firm shall, to the fullest extent permitted by law, indemnify and hold harmless the Client, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of the negligent performance by any of the parties previously named of the services under this agreement.

Certification, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the lesser of 10 x Soils & Structure's fee or \$10,000. Such causes include, but are not limited to; the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall be the property of the Client.

Insurance:

During the performance of its services, the Firm shall maintain Commercial General Liability insurance, Automobile Liability Insurance, and Workers Compensation insurance with the limits set out of the certificate of Insurance attached hereto.

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Aug 24, 2023

City of Wyoming
1155 28th Street SW
Wyoming, Michigan 49509

Attention: Mr. Troy Rinks

Regarding: Wyoming Fire Station #4
Wyoming, Michigan

Dear Mr. Rinks:

Soils & Structures, Inc. is pleased to present our testing proposal for the above mentioned project. The scope will include special inspections for the Wyoming Fire Station #4 located at 1500 Burton Street SW in Wyoming, Michigan.

The following areas will be inspected per the requirements of the 2015 Michigan Building Code.

Soil Compaction

Inspections for soil in accordance with section 1705.6:

- Inspection of site preparation
- Fill placement and the evaluation of in place density.
- Inspections will follow the requirements which comply with the approved soil report as specified in section 1803.5.

Concrete Construction

Inspections for concrete in accordance with section 1705.3:

- Verification of mix design
- Verification of proper reinforcing steel placement and spacing
- Sampling of fresh concrete for slump per ASTM C143
- Sampling of fresh concrete for air content per ASTM C231
- Sampling of fresh concrete for density per ASTM C138
- Sampling of fresh concrete for temperature per ASTM C1064
- Sampling of fresh concrete for strength per ASTM C31

Steel Construction

Steel Erection in accordance with Section 1705.2:

- **Verify** welder certifications and qualifications.
- **Verify** compliance with the details shown on the approved constructions documents
- **Inspection** of high-strength bolt installation, calibrations, and tightening or pretension where required.
- **Correct** inspections of all field welds (i.e. UT for CJP welds and VT for single pass fillet welds).

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Including these requirements and the specifics of the project the following table breaks down our proposal:

| Item | Unit Price | QTY | Subtotal |
|------------------------------------|------------|-----|----------|
| Soil Compaction – Site Development | \$78.00 | 8 | \$624.00 |
| Soil Compaction – Foundations | \$78.00 | 8 | \$624.00 |
| Soil Compaction – Backfill/Floors | \$78.00 | 6 | \$468.00 |
| Concrete - Site Development | \$78.00 | 6 | \$468.00 |
| Concrete - Foundations | \$78.00 | 10 | \$780.00 |
| Concrete - Floor | \$78.00 | 6 | \$468.00 |
| Concrete - Test Cylinders | \$18.00 | 40 | \$720.00 |
| Structural Inspections | \$100.00 | 8 | \$800.00 |
| Granular Proctor | \$250.00 | 1 | \$250.00 |
| Field / Laboratory Supervisor | \$95.00 | 5 | \$475.00 |
| Administrative Services | \$60.00 | 5 | \$300.00 |

Estimated Total \$5,977.00

The total estimate for testing is \$5,977.00. As always we will work with the construction team to combine trips when possible to minimize inspection costs. All travel and equipment costs are included.

We look forward to being of service to you. Please contact our office with any questions you may have.

Sincerely,
Soils & Structures, Inc.

Jon Veeneman
Field Manager
JMV/jv

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(800) 933-3959



**CONFIRMATION OF AND AGREEMENT FOR THE PROVISION OF
LIMITED PROFESSIONAL SERVICES
(Notice of Furnishing)**

| | | | |
|----------------------------------|---|--------------------------|--|
| Design Professional Firm: | Soils & Structures, Inc. 6480 Grand Haven Road Muskegon, Michigan 49441 | Client: | City of Wyoming 1155 28th Street SW Wyoming, Michigan 49509 |
| Agreement Date: | Aug 24, 2023 | | |
| Project Name: | Wyoming Fire Station #4 | Project Location: | Wyoming, Michigan |

Scope and Limit of Services:

| |
|-------------------------------|
| Testing & Special Inspections |
| |
| |

Fee Arrangement: Work to be invoiced according to the proposal dated Aug 24, 2023
ESTIMATED COST OF TESTING = \$5,977.00

Special Conditions: None

Prepared By:

David W. Hohmeyer, P.E. / President
(printed name/title)

The Terms and Conditions form
is part of the Agreement.

Offered By:

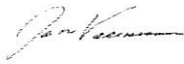
Soils & Structures Inc.
(Professional Firm)

Jon Veeneman/Field Manager
(printed name/title)

Accepted By:**

City of Wyoming
(Client/Company)

(printed name/title)


(signature)

08 / 24 / 2023
(date)

(signature)

(date)

**Due to time constraints imposed on Soils & Structures, Inc. to begin or complete portions of the work this agreement is assumed to be accepted without a signature based on verbal instructions to proceed with the work. The agreement is also assumed to have been accepted based acceptance of the work product and its use for design, financing, permits and for construction. Terms and Conditions may be negotiated prior to submission or use of the work product.

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TERMS and CONDITIONS

Project: Wyoming Fire Station #4

Agreement Date: Aug 24, 2023

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Site Access:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to binding arbitration in accordance with the Construction Industry rules of the American Arbitration Association and any arbitration award so granted shall be specifically enforced by any Circuit Court in Michigan. Client and Firm agree to include a similar arbitration agreement with all contracts, subcontractors, sub-consultants, suppliers or fabricators, thereby providing for binding arbitration as the primary method for dispute resolution between all parties.

Billings & Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 15 days after client's receipt. If the invoice has not been paid within 15 days of when payment is due, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Firm shall, to the fullest extent permitted by law, indemnify and hold harmless the Client, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of the negligent performance by any of the parties previously named of the services under this agreement.

Certification, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the lesser of 10 x Soils & Structure's fee or \$10,000. Such causes include, but are not limited to; the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall be the property of the Client.

Insurance:

During the performance of its services, the Firm shall maintain Commercial General Liability insurance, Automobile Liability Insurance, and Workers Compensation insurance with the limits set out of the certificate of Insurance attached hereto.

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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF A PRISONER TRANSPORT VAN

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a prisoner transport van in the total estimated amount of \$58,616.00 from Lunghamer Ford using the State of Michigan cooperative purchasing contract.
2. Funds are available in account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of a prisoner transport van in the total estimated amount of \$58,616.00.
2. The Wyoming 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 hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

STAFF REPORT

Date: September 11, 2023
Subject: Purchase of Prisoner Transport Van
From: Don Roest, Fleet Services Supervisor
Meeting Date: October 2, 2023

RECOMMENDATIONS:

It is recommended that the City Council authorize the purchase of a prisoner transport van from Lunghamer Ford for \$58,616.00, using State of Michigan Contract #071B7700180.

COMMUNITY, SAFETY, STEWARDSHIP:

The replacement of equipment and vehicles allows the city to continue to provide high quality service to all residents of the community. The replacement equipment and vehicles meet the latest environmental requirements and emission standards reducing the impact of emissions on the environment and decreasing fuel consumption. Additionally, utilizing cooperative purchasing agreements saves staff time and expense.

DISCUSSION:

Fleet Services utilizes cooperative purchasing agreements whenever possible to purchase vehicles and equipment. It is recommended that the City purchase one 2024 Ford Transit F350 van from Lunghamer Ford for \$58,616.00, using State of Michigan Contract #071B7700180, for use as a prisoner transport van.

This vehicle was budgeted for replacement in prior fiscal years; however, due to supply constraints, availability was restricted until now. This purchase replaces a vehicle that is over 14 years old (it was placed into service in early 2009) and has over 85,000 miles on it.

All City vehicles and equipment have a life expectancy based on age, service hours, or mileage, and those recommended for replacement have reached that point. Each year during budget development staff evaluate vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding replacement. Each individual department is responsible for making the final replacement or new vehicle/equipment purchase determination.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Account 662-441-58500-985.000.



September 12, 2023

City of Wyoming
Attn: Don Roest
1155- 28th Street SW
P.O. Box 905
Wyoming, MI 49509-0905

Dear Don Roest:

Price on 2024 Vehicle State of Michigan Contract# 071B7700180 Bid:

(1) 2024 Transit 350 Low Roof 12-Passenger Van in Black \$58,616.00

Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Draft Pricing

2024 Transit 350 8, 10, 12, 14 and 15 Passenger Van 9,000# GVWR

Major Standard Equipment

POWERTRAIN

- Engine 3.5L PFDi V6 Includes port injection and E-85 Flex-Fuel Capable capability.
- Transmission 10-Speed Automatic Overdrive with SelectShift. Auxiliary Transmission Oil Cooler is Standard.

FUNCTIONAL

- Alternator 250 amp
- Horn – Single-note
- Air Conditioning Front and Rear
- Antenna – Fender Mounted
- AM/FM stereo, 4.0" multifunction display, Bluetooth, and Dual USB ports
- Single AGM Battery – 70 amp-hr
- Brakes – 4-wheel Anti-lock Disc Brakes
- Parking Brake
- FordPass™ Connect / Telematics Essentials
- Instrumentation Tachometer, Fuel Level and Coolant Temperature
- PowerPoint – 12V One is located in the instrument panel and one in center console.
- USB Ports – 5 amps.
- Electric Power Assisted Steering (EPAS)
- Steering Wheel – Power Rack and Pinion
- Steering Wheel – Tilt and Telescoping
- Steering Column Lock
- Front – Independent MacPherson-strut, Stabilizer Bar
- Rear – Leaf Springs, Heavy-duty Gas Shock Absorbers

EXTERIOR

- Body Side Moldings – Carbon Black
- Front License Plate Bracket
- Rear Window Defroster
- Front Bumper – Carbon Black, Body Colored with Lower Valence
- Rear Bumper – Carbon Black, without Integral Step
- 50/50 Hinged Rear Door, 180-degree Opening (Regular Length)
- Sliding Passenger-side Door
- Halogen Headlamps with Autolamp
- Headlamp Courtesy Display
- Center High Mount Stop Lamp (CHMSL)
- Taillamps
- Auxiliary Fuel Port
- Fuel Tank – Capless Fuel Fill, 25 U.S. gallons (midship)
- Honeycomb Mesh Grille with Carbon Black Surround
- Mirrors, Short-Arm, Power Adjusting, Manual-Folding
- Tires 235/65R16C 121/119 R BSW all-season
- Rear Tow Hook
- Wheels – 16" Silver Steel Wheel with Black Hubcap (Standard Front Axle configurations only)
- 16" Silver Steel Wheel with Exposed Lug Nuts (Heavy-Duty Front Axle configurations only)
- Full-size Spare Tire and Wheel
- Rear Window

- Windows All-around

INTERIOR

- Step Well Pads – Black
- Medium Center Console with integrated shifter and a dual cup holder
- Glove Box – Locking
- Rear Cargo Door – Exterior Lock Cylinder
- Power Equipment Group (Power Locks and Windows) with Remote Keyless-Entry
- Floor Covering Vinyl, Front and Rear
- Rearview Mirror
- Front Dome Lamp with Map Lights and Theater Dimming
- Full Rear Compartment Lighting
- Accessory Delay – 30 minutes
- Front Overhead Shelf. Delete
- A-Pillar Assist Handles (Driver and Passenger-side)
- B-Pillar Assist Handle (Passenger-side)
- Headliner – Cloth, Full-length
- Seating Driver and Front-passenger Manual Reclining Bucket Seats with Adjustable Headrest (Includes driver-side and passenger-side inboard armrest)
- Rear Seat(s) Recline and Inboard Armrest. **Note:** Last Row of Seats do not recline.
- Manual Driver-side Lumbar
- 12-Passenger Seating
- Sun visors

SAFETY/SECURITY

- Autolocking Drive Away with Crash Unlocking
 - AdvanceTrac® w/Roll Stability Control™ (RSC®)
 - Safety Belts – 3-point, All Positions
 - Note:** Belt minder is included on the driver and front passenger seat(s).
 - SecuriLock® Passive Anti-Theft System (PATS) with engine immobilizer
 - SOS Post-Crash Alert System
 - Stationary Elevated Idle Control (SEIC)
 - Tire Pressure Monitoring System (TPMS)
 - Driver and Passenger Airbags
 - Safety Canopy® Side-curtain Airbags
- ### FORD CO-PILOT360 TECHNOLOGY
- Forward Collision Warning
 - Hill Start Assist
 - Post-Collision Braking
 - Pre-Collision Assist with Automatic Emergency Braking
 - Side Wind Stabilization
 - Lane-Keeping System
 - Auto High-Beam Headlamps
 - Rear View Camera with Trailer Hitch Assist.
 - Automatic Rain-Sensing Windshield Wipers

Option Included in Base Price: Cruise Control with Message Center (60C)

Base Prices Low Roof (83.6") 12 Passenger Seating (W.2)

| | |
|--|-------------|
| <input type="checkbox"/> Transit 350 (X2Y/301A/43E) 148" Long Wheelbase | \$50,007.00 |
| <input checked="" type="checkbox"/> Transit 350 (X9Y/301A/43E) 148" Long Wheelbase All-Wheel Drive | \$53,796.00 |

Base Prices Medium Roof (100.8") 12 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 (X2C/301A/43E) 148" Long Wheelbase | \$50,801.00 |
| <input type="checkbox"/> Transit 350 (X9C/301A/43E) 148" Long Wheelbase All-Wheel Drive | \$54,587.00 |

Base Prices High Roof (110.1") 12 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 (X2X/301A/43E) 148" Long Wheelbase | \$51,880.00 |
| <input type="checkbox"/> Transit 350 (X9X/301A/43E) 148" Long Wheelbase All-Wheel Drive | \$55,665.00 |

Base Prices Low Roof (83.6") 15 Passenger Seating(W.1)

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 (X2Y/301A/96P/43E) 148" Long Wheelbase | \$52,297.00 |
| <input type="checkbox"/> Transit 350 (X9Y/301A/96P/43E) 148" Long Wheelbase All-Wheel Drive | \$55,083.00 |

Base Prices Medium Roof (100.8") 15 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 (X2C/301A/96P/43E) 148" Long Wheelbase | \$52,091.00 |
| <input type="checkbox"/> Transit 350 (X9C/301A/96P/43E) 148" Long Wheelbase All-Wheel Drive | \$55,877.00 |

Base Prices High Roof (110.1") 15 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 (X2X/301A/96P/43E) 148" Long Wheelbase | \$53,178.00 |
| <input type="checkbox"/> Transit 350 (X9X/301A/96P/43E) 148" Long Wheelbase All-Wheel Drive | \$56,955.00 |

Base Prices Medium Roof (100.8") 8 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 (X2C/301A/43E) 148" Long Wheelbase | \$50,506.00 |
| <input type="checkbox"/> Transit 350 (X9C/301A/43E) 148" Long Wheelbase All-Wheel Drive | \$54,293.00 |

Base Prices High Roof (110.1") 8 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 (X2X/301A/43E) 148" Long Wheelbase | \$51,586.00 |
| <input type="checkbox"/> Transit 350 (X9X/301A/43E) 148" Long Wheelbase All-Wheel Drive | \$55,371.00 |

Base Prices High Roof (109.4"), Dual Rear Wheel 10 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 HD EL (U4X/301A/96W) 148" Long Wheelbase | \$52,547.00 |
| <input type="checkbox"/> Transit 350 HD EL (U5X/301A/96W) 148" Long Wheelbase All-Wheel Drive | \$58,108.00 |

Base Prices High Roof (109.4"), Dual Rear Wheel 14 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 HD EL (U4X/301A/96T) 148" Long Wheelbase | \$52,767.00 |
| <input type="checkbox"/> Transit 350 HD EL (U5X/301A/96T) 148" Long Wheelbase All-Wheel Drive | \$58,292.00 |

Base Prices High Roof (109.4"), Dual Rear Wheel 15 Passenger Seating

| | |
|---|-------------|
| <input type="checkbox"/> Transit 350 HD EL (U4X/301A/96P) 148" Long Wheelbase | \$52,841.00 |
| <input type="checkbox"/> Transit 350 HD EL (U5X/301A/96P) 148" Long Wheelbase All-Wheel Drive | \$58,508.00 |

| Available Options | Code | Price |
|---|----------------|----------------|
| <input checked="" type="checkbox"/> 3.5L EcoBoost V-6 Engine | 99G/44U | 1775.00 |
| <input type="checkbox"/> Vehicle Maintenance Monitor | 61C | 45.00 |
| <input type="checkbox"/> Heater, Engine Block | 41H | 75.00 |
| <input type="checkbox"/> Dual Batteries 70 amp-hr (ea) | 63E | 295.00 |
| <input type="checkbox"/> Dual Batteries 70 amp-hr (ea) and Dual Alternators 250 Amps (ea) | 63E/63C | 845.00 |
| (Available only with 3.5L Eco Boost Engine) | | |
| <input type="checkbox"/> Axle, Limited Slip | X_L | 325.00 |
| <input type="checkbox"/> HID Headlamps | 91A | 455.00 |
| <input type="checkbox"/> Auto lamp with Wiper Activated Headlamps | 91B | 35.00 |
| <input type="checkbox"/> Fog Lamps | 55D | 105.00 |
| <input type="checkbox"/> Seats Cloth, 2-way manual driver and Passenger Seats | 21L/21M | 115.00 |
| <input checked="" type="checkbox"/> Seats Cloth 10-way power heated driver and Passenger Seats | 21Q/21R | 875.00 |
| <input type="checkbox"/> Vinyl Sun Visors with Illuminated Vanity Mirror | 85C | 75.00 |
| <input checked="" type="checkbox"/> Front Overhead Shelf | 66D | 75.00 |
| <input type="checkbox"/> Adaptive Cruise Control | 60D | 755.00 |
| <input checked="" type="checkbox"/> Blind Spot Information System (BLIS) | 65A | 795.00 |
| <input type="checkbox"/> Enhanced Active Park Assist | 94B | 895.00 |
| <input type="checkbox"/> 360-Degree Camera with Split-View and Front Washer | 61D | 1000.00 |
| <input type="checkbox"/> Perimeter Anti-Theft Alarm | 59D | 155.00 |
| <input type="checkbox"/> Daytime Running Lights | 942 | 45.00 |
| <input type="checkbox"/> Short Arm Non Telescoping Mirrors-Power Heated with Turn Signals | 545 | 160.00 |
| <input type="checkbox"/> Long Arm Non Telescoping Mirrors-Power | 543 | 65.00 |
| <input type="checkbox"/> Long Arm Non Telescoping Mirrors-Power Heated with Turn Signals | 543/544 | 285.00 |
| <input type="checkbox"/> Trailer Tow Package-Heavy Duty | 53B | 485.00 |
| <input type="checkbox"/> Trailer Tow Package w/Integrated Trailer Brake Controller | 67D/53B | 1215.00 |
| <input checked="" type="checkbox"/> Back Up Alarm | 43B | 150.00 |
| <input checked="" type="checkbox"/> Reverse Sensing System | 43R | 295.00 |
| <input type="checkbox"/> Keyless-Entry Pad | 52C | 95.00 |
| <input type="checkbox"/> Remote Start. | 68B | 495.00 |
| <input checked="" type="checkbox"/> 60/40 Hinged Passenger Side Door (Low Roof Only) | 59A | N/C |
| <input type="checkbox"/> Privacy Glass | 92E | 500.00 |
| <input type="checkbox"/> Dual-Note Horn | 85D | 20.00 |
| <input type="checkbox"/> Upfitter Package (High Capacity Upfitter Switches, Large Center Console, Auxiliary Fuse Panel with High Spec Interface Connector, Dual AGM Batteries (63E), and Modified Vehicle Wiring System (53K)) | 67C | 610.00 |
| <input checked="" type="checkbox"/> Extended Length Running Boards | 68J | 655.00 |
| <input type="checkbox"/> (2) Additional Keys w/FOBS | 86F | 75.00 |
| <input type="checkbox"/> AM/FM Stereo, Bluetooth, Dual USB Ports, SYNC3, and a 4.0 inch Multi-Function display | 58V | 280.00 |
| <input type="checkbox"/> SYNC 4 with 12-inch Display | 58B/61E | 930.00 |
| <input type="checkbox"/> SYNC 4 with Sirius XM with 360L, HD Radio, & 12-inch Display | 58C/61E | 1165.00 |
| <input type="checkbox"/> SYNC 4 with Sirius XM with 360L, HD Radio, Navigation Cruise Control & 12-inch Display | 58E/61E/60C | 1780.00 |
| <input type="checkbox"/> SYNC 4 with Sirius XM with 360L, HD Radio, Navigation Intelligent Adaptive Cruise Control & 12-inch Display | 58F/61E | 2050.00 |

Total Price \$58,616.00 ea

Colors for Transit 350 Passenger Van

| <u>Solid</u> | <u>Interior Colors</u> | |
|--|------------------------|-----------------------------------|
| <u>Exterior Colors</u> | <u>Pewter (VK/CK)</u> | <u>Charcoal (CB) (Cloth Only)</u> |
| School Bus Yellow | [BY] [] | [] |
| Race Red | [PQ] [] | [] |
| Oxford White | [YZ] [] | [] |
| Extra Cost Paint (add \$200.00) | | |
| Agate Black Metallic | [UM] [] | [x] |
| Ingot Silver | [UX] [] | [] |
| Carbonized Gray Metallic | [M7] [] | [] |
| Blue Metallic | [FT] [] | [] |
| Avalanche Gray Metallic | [DR] [] | [] |
| Abyss Gray Metallic | [ME] [] | [] |
| Blue Mist | [MT] [] | [] |

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ALLEN BRADLEY/ROCKWELL COMPONENTS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of Allen Bradley/Rockwell components from Kendall Electric in the total estimated amount of \$70,000.00.
2. Funds are available in account numbers 590-590-54300-775.000 and 591-591-55300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of Allen Bradley/Rockwell components from Kendall Electric.
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 hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: September 21, 2023

Subject: Allen Bradley/Rockwell Purchases

From: Dan Kleinheksel, Utility Maintenance Manager

Meeting Date: October 2, 2023

RECOMMENDATION:

It is recommended the City Council authorize the Clean Water Plant and the Drinking Water Plant to make purchases of Allen Bradley/Rockwell components from Kendall Electric on an as-needed basis, up to \$35,000 annually per facility.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility plant equipment and components contributes to the efficiency of the equipment and to the prevention of untimely and costly repair or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant and the Drinking Water Plant.

DISCUSSION:

The maintenance staff at both the Clean Water Plant and the Drinking Water Plant often troubleshoot Allen Bradley/Rockwell plant process components such as PLC processors, modules, starters, and variable frequency drives throughout the year. At such time the Allen Bradley/Rockwell component cannot be repaired, the purchase of a replacement is required. Frequently, these components cost in excess of \$5,000.00 each.

Kendall Electric in Michigan is the only appointed Allen Bradley/Rockwell Automation distributor, authorized to sell and support Allen Bradley/Rockwell Automation products and services, in the geographic area in which the Clean Water Plant and Water Treatment Plant are located. Therefore, it is recommended that the City Council authorize the Clean Water Plant and the Drinking Water plant to make purchases from Kendall Electric for Allen Bradley/Rockwell components on an as-needed basis, up to \$35,000 annually per facility.

BUDGET IMPACT:

Adequate funds exist in the following accounts: 590-590-54300-775.000 and 591-591-55300-775.000.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY RENTAL OF AIR CONDITIONING
EQUIPMENT AND AUTHORIZE ADDITIONAL RENTAL EXPENSES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency rental of air conditioning equipment from Resolute Industrial, LLC in the total amount of \$12,920.96 for a two month period.
2. It is also recommended City Council authorize an additional month rental if needed in the total estimated amount of \$6,785.48.
3. Funds are available in account number 590-590-54300-940.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency rental of air conditioning equipment and authorizes payment to Resolute Industrial, LLC in the total amount of \$12,920.96.
2. The City Council authorizes an additional month of rental expenses if needed in the total estimated amount of \$6,785.48.

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 October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoices (2)

Resolution No. _____

STAFF REPORT

Date: September 21, 2023
Subject: Emergency Air Conditioner Rental
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: October 2, 2023

RECOMMENDATION:

It is recommended the City Council concur with the emergency rental of air conditioning equipment from Resolute Industrial, LLC in the invoiced amount of \$12,920.96 and one additional month's rental cost, if needed, for a total amount of \$19,706.44.

COMMUNITY, SAFETY, STEWARDSHIP:

Emergency rental of critical equipment is necessary to prevent the interruption of the day-to-day operations at the Clean Water Plant.

DISCUSSION:

The Clean Water Plant blower building electrical room is conditioned by a 40-ton industrial rooftop air conditioner. The electrical room requires cooling year-round due to the significant heat generated from five blower variable frequency drives (VFDs). If acceptable temperatures are not maintained, the VFDs will shut down. This will stop the aeration blowers, which are used to provide oxygen for the critical biological component of wastewater treatment.

On Friday, August 11, the 40-ton rooftop air conditioner failed and was unable to be quickly repaired. Since then, a 25-ton air conditioner was rented from Resolute Industrial, LLC and temporarily installed by plant staff.

The emergency repair of the 40-ton unit has been authorized by the City Manager and will require City Council concurrence upon completion. It is expected that this repair will be completed soon and require only 2 months of the 25-ton air conditioner rental. However, given replacement part lead time concerns, an additional months rental may be necessary.



The attached invoice documents 2 months of rental for the 25-ton unit. Staff are requesting approval to pay for this invoice, as well as authorization to rent the unit for an additional month if necessary.

BUDGET IMPACT:

Adequate funds exist in account #590-590-54300-940.000.

Rental Invoice

PLEASE REMIT PAYMENT TO:

PO BOX 734443
Chicago, IL 60673-4443
ACH/Wire : ABA 021000021 Acct 316238036



Company: Resolute Industrial LLC
 Mobile Air and Power Rentals
 1021 S. 86th Street
 Tampa FL 33619

Invoice Number: 113405

Invoice Date: 8/24/2023

Due Date: 9/23/2023

Sales Person: Byron C

Tax ID:

Bill To: CITY WYO

CITY OF WYOMING
 CWPINVOICE@WYOMINGMI.GOV
 2350 IVANREST AVE SW
 WYOMING MI 49418
 USA

Ship To: 0

CITY OF WYOMING
 CWPINVOICE@WYOMINGMI.GOV
 2350 IVANREST AVE SW
 WYOMING MI 49418
 USA

| Contract Quantity | Service Type | Customer PO | Terms |
|----------------------|---|-------------|------------------------|
| GRM8636522 | Rental | 08112023DB | Net 30 Days |
| 1.00 | 1 RT-AC-25T-TR-460/3/70 25 TON AIR COOLED TRAILER AIR CONDITIONR | R5991 | |
| | 1 Billing Period | 8/11/2023 | ---- 9/7/2023 4,800.00 |
| 4.00 | 2 RT-ACC-DUCT-AC-20DIA25 20" White Duct - 25FT | | |
| | 1 Billing Period | 8/11/2023 | ---- 9/7/2023 300.00 |
| 1.00 | 3 FREIGHT - LOCAL DELIVERY FREIGHT CHARGES - LOCAL DELIVERY | | |
| | 1 Billing Period | 8/11/2023 | ---- 8/11/2023 400.00 |
| 1.00 | 4 RPP RENTAL PROTECTION PLAN | | |
| | 1 Billing Period | 8/11/2023 | ---- 9/7/2023 734.16 |
| 1.00 | 5 ENVIRO SERV ENVIRONMENTAL SERVICE CHARGE | | |
| | 1 Billing Period | 8/11/2023 | ---- 9/7/2023 157.32 |
| 1.00 | 6 LABOR LABOR | | |
| | 1 Billing Period | 8/11/2023 | ---- 8/11/2023 250.00 |
| 1.00 | 7 MISC 4/0 CAM-LOK CABLE - 50FT-set | | |
| | 1 Billing Period | 8/11/2023 | ---- 9/7/2023 120.00 |
| 1.00 | 8 MISC | | |

Rental Invoice

PLEASE REMIT PAYMENT TO:

PO BOX 734443
Chicago, IL 60673-4443
ACH/Wire : ABA 021000021 Acct 316238036

RESOLUTE
INDUSTRIAL

MOBILE
Air & Power Rentals
a division of Resolute Industrial

| Contract Quantity | Service Type | Customer PO | Terms |
|----------------------|-------------------------------------|-------------|---------------|
| | 4/0 CAM-LOK CABLE - FEMALE TAIL-set | | |
| 1 | Billing Period | 8/11/2023 | ---- 9/7/2023 |
| | | | 24.00 |

| | |
|----------------------|-----------------|
| Invoice Sale Amount: | 6,785.48 |
| Discount Amount: | 0.00 |
| Net Amount: | 6,785.48 |
| Sales Tax: | 0.00 |
| Prepaid Amount: | 0.00 |
| Invoice Total: | <u>6,785.48</u> |

Rental Invoice

PLEASE REMIT PAYMENT TO:

PO BOX 734443
Chicago, IL 60673-4443
ACH/Wire : ABA 021000021 Acct 316238036



Company: Resolute Industrial LLC
 Mobile Air and Power Rentals
 1021 S. 86th Street
 Tampa FL 33619

Invoice Number: 116640
Invoice Date: 9/15/2023
Due Date: 10/15/2023
Sales Person: Byron C
Tax ID:

Bill To: CITY WYO

CITY OF WYOMING
 CWPINVOICE@WYOMINGMI.GOV
 2350 IVANREST AVE SW
 WYOMING MI 49418
 USA

Ship To: 0

CITY OF WYOMING
 CWPINVOICE@WYOMINGMI.GOV
 2350 IVANREST AVE SW
 WYOMING MI 49418
 USA

| Contract Quantity | Service Type | Customer PO | Terms |
|----------------------|---|-------------|-------------------------|
| GRM8636522 | Rental | 08112023DB | Net 30 Days |
| 1.00 | 1 RT-AC-25T-TR-460/3/70 25 TON AIR COOLED TRAILER AIR CONDITIONR | R5991 | |
| | 1 Billing Period | 9/8/2023 | ---- 10/5/2023 4,800.00 |
| 4.00 | 2 RT-ACC-DUCT-AC-20DIA25 20" White Duct - 25FT | | |
| | 1 Billing Period | 9/8/2023 | ---- 10/5/2023 300.00 |
| 1.00 | 3 RPP RENTAL PROTECTION PLAN | | |
| | 1 Billing Period | 9/8/2023 | ---- 10/5/2023 734.16 |
| 1.00 | 4 ENVIRO SERV ENVIRONMENTAL SERVICE CHARGE | | |
| | 1 Billing Period | 9/8/2023 | ---- 10/5/2023 157.32 |
| 1.00 | 5 MISC 4/0 CAM-LOK CABLE - 50FT-set | | |
| | 1 Billing Period | 9/8/2023 | ---- 10/5/2023 120.00 |
| 1.00 | 6 MISC 4/0 CAM-LOK CABLE - FEMALE TAIL-set | | |
| | 1 Billing Period | 9/8/2023 | ---- 10/5/2023 24.00 |

Rental Invoice

PLEASE REMIT PAYMENT TO:

PO BOX 734443

Chicago, IL 60673-4443

ACH/Wire : ABA 021000021 Acct 316238036

RESOLUTE
INDUSTRIAL

 **MOBILE**
Air & Power Rentals
a division of Resolute Industrial

| Contract | Service Type | Customer PO | Terms |
|----------|--------------|-------------|-------|
| Quantity | | | |

| | |
|----------------------|-----------------|
| Invoice Sale Amount: | 6,135.48 |
| Discount Amount: | 0.00 |
| Net Amount: | 6,135.48 |
| Sales Tax: | 0.00 |
| Prepaid Amount: | 0.00 |
| Invoice Total: | <u>6,135.48</u> |

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR
CONSTRUCTION OVERSIGHT AND PROJECT MANAGEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Prein & Newhof for construction oversight and project management of the installation of two 36" ball valves in the Water Treatment Plant high service pump water discharge header in the total estimated cost of \$62,000.00.
2. Funds are available in account number 591-591-57300-986.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Prein & Newhof for construction oversight and project management in the total estimated amount of \$62,000.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract Amendment

Resolution No. _____

STAFF REPORT

Date: September 20, 2023

Subject: 36" High Service Ball Valve Replacements

From: Robert Veneklasen, Water Treatment Plant Superintendent

CC: Myron Erickson, Director of Public Works and Utilities

Meeting Date: October 2, 2023

RECOMMENDATION:

It is recommended the City Council accept the proposal from Prein & Newhof for construction oversight and project management of the installation of two 36" ball valves in the water treatment plant's high service pump water discharge header at a cost of \$62,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The 36" high service pump discharge valves provide a more efficient means of delivering the treated water to the transmission mains. The valve replacement will provide better water movement of the treated water and increase reliability by replacing smaller, 24" valves, that have been in service for nearly four decades.

DISCUSSION:

The project to replace the two 24" ball valves with 36" ball valves was originally included as part of the yard piping improvements project. Due to difficulties with manufacturing and delivery following the pandemic these valves arrived over a year after the yard piping project was completed.

On February 6, 2023, the City Council approved the contract change to allow the release of the original contractor, Kamminga & Roodvoets, and entered into a new contract with DHE Mechanical, the original subcontractor slated to perform this work.

Prein & Newhof's oversight for this phase of the valve replacement was to occur simultaneously with the yard piping project. Prein & Newhof exhausted their contract budget assisting and managing the delayed delivery of the 36" valves over the past two years resulting in this necessary change of project scope. It is imperative that the City retains Prein & Newhof for their expertise with continued project management and construction oversight to ensure proper performance and completion of the work by DHE. Water plant staff will also contribute by supporting Prein & Newhof, further reducing costs to the City.

BUDGET IMPACT:

This change in scope of services results in a cost of \$62,000.00 for a total cost of professional services of \$740,710.00. Funding for this work is available in the Water Plant capital outlay account 591-591-57300-986.000.

CITY OF
Wyoming
MICHIGAN

AMENDMENT TO 2020 WTP YARD PIPING IMPROVEMENTS PROFESSIONAL SERVICES CONTRACTS WITH PREIN & NEWHOF

This is an Amendment to the October 8 2020, WTP Yard Piping Improvements Professional Services Contract between the City of Wyoming (City) and Prein & Newhof (Professional) as amended in July 2023 with respect to professional liability, risk allocation, and professional liability insurance (the 2020 Contract) to address added work caused by delays in the delivery HSPS valves as detailed in Professional's September 15, 2023, proposal attached as Exhibit A (Proposal).

1. Additional Services and Consideration. The 2020 Contract is amended to add the additional services and consideration as described in the Proposal.
2. Other Terms. No other terms of the 2020 Contract are affected by this Amendment and shall remain in full effect.

City of Wyoming

Prein & Newhof, Inc.

By: _____
Kent Vanderwood, Mayor

By:  _____
Mark R. Prein, Vice President

Date signed: September 25, 2023

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: October __, 2023

Approved as to form:



Scott G. Smith, City Attorney

T://Contracts/DPW Contracts/Prein & Newhof/Amendment 2020 Agreement

Exhibit A
Proposal



September 15, 2023
2200689

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

RE: WTP Discharge Piping Improvements
Scope Revision – HSPS Valve Replacement Construction Engineering Services

Dear Mr. Veneklasen:

The Water Treatment Plant Discharge Piping Improvements project included construction engineering services in support of creating a looped discharge header to address the failed 54-inch piping in New Holland Street, preparing for the future third transmission main, and replacing two High Service Pump Station discharge isolation valves.

The High Service Pump Station valve replacement portion of the original project was planned to occur simultaneously with the pipeline work. Unfortunately, the valves did not arrive from the supplier on time and prior to high water demand. Subsequently, and due to additional valve delivery delays and operational issues, the \$712,400 valve replacement work was contractually separated from the pipeline work and delayed until winter 2023/24. This timing was outside the originally planned construction window. As a result, additional construction engineering services are needed.

The scope of construction engineering services and level of assistance required were reviewed with the City. Based on the allocation of efforts, we are proposing the following change in scope related to the High Service Pump Station valve replacement project.

General

General work efforts will focus on construction administration in support of construction contractor. Efforts are expected to include holding a preconstruction meeting and four monthly zoom progress meetings, construction coordination, assistance with review of construction sequencing, review of eight submittal/resubmittals, and answering up to ten requests for information and/or issuing field directives.

Observation

Observation to confirm construction in general conformance with contract requirement is proposed. Based on the defined level of effort, nine site visits are anticipated. Site visits will be coordinated with the contractor to minimize the number of visits to complete the

Mr. Veneklasen
September 15, 2023
Page 2

observation efforts. Specific items to be observed include post-delivery valve status, pipe cement mortar lining at welded joints, piping with valve orientation, valve pressure testing, valve startup, and punch list with follow up.

Project Management/Close-out

DHE, the contractor, has provided a construction schedule with work being completed at the beginning of February 2024. Project Management includes efforts related to preparing payment applications, record documentation, project closeout and overall project management.

The proposed amount to complete the additional work is \$62,000. This addition would bring the total contract amount to \$740,710.

Thank you for considering our request. Please feel free to contact me if you have any questions.

Sincerely,
Prein&Newhof



Mark R. Prein, P.E.

Encl: Project Hour Worksheet

Project Hours Worksheet
 City of Wyoming - Yard Piping Project, 36-inch Valve

| Staff Member | P&N | | | | B&V | | | | Finance & Admin | Mileage | Total Cost |
|---|------------|--------------|------------------|--------------|-------------------|-----------|-------------|-----------|-----------------|-----------------|------------|
| | Sen. PM II | Sen. Eng. II | Project Director | Project Mgr. | Sen. Eng. Manager | Sr. Eng. | Sr. CAD/BIM | Sr. Admin | | | |
| 36 inch Valve - Amendment 5 | | | | | | | | | | | |
| General | | | | | | | | | | | |
| Construction Admin, precon, Monthly Meeting (4) | 6 | 50 | | 6 | 22 | 8 | | | | | |
| Coordination, Construction Sequencing | | | | | | | | | | | |
| Submittals/Resubmittals (8) | | 4 | | | 8 | 14 | | | | | |
| RFIs/Field Directives (10) | 2 | 10 | | | 10 | | | | | | |
| Observation (9 Total) | | | | 18 | 36 | | | | | 1,340 | |
| Interior Pipe and Demolition | | | | | | | | | | | |
| Weld Certification | | | | | | | | | | | |
| Cement Mortar Repair | | | | | | | | | | | |
| Valve Orientation | | | | | | | | | | | |
| Pressure Testing, Valve Startup | | | | | | | | | | | |
| Coating Systems | | | | | | | | | | | |
| Project Management/Closeout | | | | | | | | | | | |
| Payment Applications (4) | | | | | | | | | | | |
| Redline/Record Plans | | 4 | | | 4 | | | | | | |
| Closeout | | 16 | | | | | 16 | | | | |
| PM and Admin | 8 | 4 | | 14 | 8 | | | | 24 | | |
| Sub Insurance/Admin | | | | 3 | | | | | | | |
| Project Grand Total | 20 | 92 | 3 | 38 | 88 | 22 | 16 | 24 | 1,340 | \$62,000 | |

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THE AUTO THEFT PREVENTION AUTHORITY (ATPA)
GRANT AND TO AUTHORIZE THE PURCHASE OF FLOCK CAMERAS

WHEREAS:

1. As detailed in the attached staff report, the Department of Public Safety has been awarded ATPA grant funds and it is recommended City Council accept the funds.
2. A portion of the ATPA grant funds will be used to support a Police Detective position who works with the Combined Auto Theft Team (CATT).
3. The Director of Public Safety will sign a Memorandum of Agreement with CATT after acceptance of the ATPA grant funds.
4. Approximately \$66,000 in ATPA grant funds will be used for the purchase and deployment of 20 Flock cameras and 2 portable Flock cameras in the City of Wyoming.
5. Acceptance of the grant will require approval of a budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the Auto Theft Prevention Authority (ATPA) grant.
2. The City Council authorizes the purchase and deployment of Flock cameras and authorizes the City Manager to sign the Agreement.
3. The City Council approves the budget amendment.
4. They City Council waives the provision of Section 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

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 October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Agreement

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: October 2, 2023

Budget Amendment No. 029

To the Wyoming City Council:

A budget amendment is requested to recognize the Auto Theft Prevention Authority grant funding and appropriate an additional \$36,500 of budgetary authority for ten additional Flock cameras.

| <u>Description/Account Code</u> | <u>Current</u> | <u>Increase</u> | <u>Decrease</u> | <u>Amended</u> |
|--|----------------|----------------------|-----------------|----------------|
| <u>General Fund</u> | | | | |
| State Grants - Auto Theft Prevention Authority | | | | |
| 101-543.000 | \$ - | \$ 155,800.00 | | \$ 155,800.00 |
| Police - Patrol - Capital Outlay Video Camera | | | | |
| 101-305-31500-980.094 | \$ 180,000.00 | \$ 36,500.00 | - | \$ 216,500.00 |
| | | | | |
| Fund Balance/Working Capital (Fund 101) | | | | |
| | | <u>\$ 119,300.00</u> | <u>\$ -</u> | |

Recommended: Jodi Yenczar
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: September 19, 2023
Subject: Auto Theft Prevention Authority Grant
From: Captain Timothy Pols
Meeting Date: October 2, 2023

RECOMMENDATION:

It is recommended that the City Council accept FY 2024 Auto Theft Prevention Authority (ATPA) grant award, and that the Director of Public Safety be authorized to sign the memorandum of agreement between Grand Rapids, Kentwood, and Wyoming Police Departments in order to acknowledge this acceptance. Included in the grant is funding for personnel and vehicle cost for an auto theft detective as well as funding for a portion of the Flock cameras deployed in the City of Wyoming. It is further recommended that City Council authorize the City Manager to sign a contract for additional services with Flock in order to add 10 more Flock cameras which will be funded for one year by the ATPA grant.

COMMUNITY, SAFETY, STEWARDSHIP:

Acceptance of this award allows the City to recoup 60% of the salary, benefits, and vehicle costs associated with one police detective position. The total grant award for personnel and vehicle costs is expected to be \$89,300. Additionally, the grant includes funding to cover the annual renewal cost for 10 Flock cameras and 2 portable Flock cameras as well as the cost for deploying 10 additional Flock cameras in the City of Wyoming for one year.

Auto theft and associated crimes continue to be relevant public safety and order issues that draw on police resources. Accepting this award and continuing our participating in the associated task force with Grand Rapids and Kentwood Police Departments has proven to be the most efficient and effective deployment of those resources, while leveraging available grant funding.

DISCUSSION:

The Combined Auto Theft Team (CATT) is a multi-jurisdictional law enforcement team supervised by a Grand Rapids Police Department Sergeant and made up of detectives from Grand Rapids, Kentwood, and Wyoming Police Departments. Auto theft and associated crimes often cross jurisdictional boundaries in such a way that to investigate them separately and independently makes little sense. We have been a part of this task force for more than two decades. Communication with the team is seamless and we have great trust in the Grand Rapids supervisor leading it. Wyoming's interests and needs are always met, and we feel continued participation is important.

This year, CATT received grant funds through the ATPA to cover 60 percent of personnel and vehicle costs for an auto theft detective (an increase from 50 percent received during the last grant

year). The grant award also provided renewed funding for 10 of the 22 stationary Flock cameras and 2 portable Flock as well as funding for deploying 10 additional cameras for one year. These cameras will be dispersed at locations within the City of Wyoming where stolen vehicles are likely to traverse and will bring the total number of Flock cameras in the City to 32. A contract for additional services with Flock is required for the 10 additional cameras for the year. This contract will obligate the City to pay for these cameras, but we will receive reimbursement for this expense through the grant. The City Attorney's Office has reviewed the memorandum of agreement and the contract and approved them as to form.

Finally, the ATPA grant allows us to receive the benefits of the latest training, intelligence sharing, technology access, and best practices that would be difficult to replicate if we went it alone.

BUDGET IMPACT:

As described above, participation will allow us to recoup 60% of a detective position and vehicle costs with grant dollars. The grant is estimated at \$89,300 for personnel and vehicle expenses plus approximately \$66,500 for Flock cameras. A budget amendment is required and attached.

ATTACHMENTS:

Budget Amendment

ATPA Memorandum of Agreement

Flock Contract

Flock Safety + MI - Wyoming PD

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

MAIN CONTACT:
Benjamin Foley
ben.foley@flocksafety.com
3129452796

flock safety

ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

| | | | |
|-------------------------|--|--------------------|---|
| Customer: | MI - Wyoming PD | Initial Term: | 12 Months |
| Legal Entity Name: | MI - Wyoming PD | Renewal Term: | 12 Months |
| Accounts Payable Email: | accountspayable@wyomingmi.gov | Payment Terms: | Net 30 |
| Address: | 1155 28th St Sw Wyoming, Michigan 49509 | 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 |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$30,000.00 |
| Flock Safety Flock OS | | | |
| FlockOS™ | Included | 1 | Included |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon® | Included | 10 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|---|----------|-------------------------|--------------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Standard Implementation Fee | \$650.00 | 10 | \$6,500.00 |
| | | Subtotal Year 1: | \$36,500.00 |
| | | Estimated Tax: | \$0.00 |
| | | Contract Total: | \$36,500.00 |

Billing Schedule

| Billing Schedule | Amount (USD) |
|-------------------------|---------------------|
| Year 1 | |
| At Contract Signing | \$36,500.00 |
| Contract Total | \$36,500.00 |

*Tax not included

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. |

| 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 to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

DocuSigned by:

Mark Smith
AC5C931454C24F3...

By: _____

Name: Mark Smith

Title: General Counsel

Date: 9/13/2023

Customer: MI - Wyoming PD

By: _____

Name: John Shay

Title: City Manager

Date: _____

PO Number: _____

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

| Item | Recommended Bidder | Cost |
|---|---------------------------|--------------|
| Clean Water Plant Building Renovation Project | Vander Kodde Construction | \$237,950.00 |

2. The City Council authorizes \$20,000.00 for contingency for the Clean Water Plant building renovation project.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council 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 October 2, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter

Bid & Contract

Resolution No. _____

STAFF REPORT

Date: September 21, 2023

Subject: Clean Water Plant Building Renovation

From: Jon Burke, Clean Water Plant Superintendent

Date of Meeting: October 2, 2023

RECOMMENDATION:

It is recommended that the City Council accept the proposal from Vander Kodde Construction Co, Inc. for the building renovations as described in the attached bid in the amount of \$237,950.00, and authorize the mayor and city clerk to sign the associated contract. It is also recommended that the City Council approve a contingency amount of \$20,000.00, for any unforeseen issues that arise during the construction, making a total contract amount of \$257,950.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Renovating older buildings is a cost-effective way to ensure the City keeps up with federal regulations and safety requirements.

DISCUSSION:

In the summer of 2022, the CWP hired The Architectural Group (TAG) to investigate options for renovations in the main building so that we could comply with the Fair Labor Standards Act regarding nursing mothers. At the same time, we also discussed options for improvements to the women's locker room to bring it into compliance with the Americans with Disabilities Act.

TAG completed preliminary drawings and provided a budget estimate last winter, and with Resolution No. 27722, City Council approved the completion of the design and bid documents earlier this summer. Bids were solicited and were opened on September 19th. The City received five bids, ranging from \$237,950.00 to \$342,672.54. Two additional bids were received, but only included the electrical work. The full bid packages were as follows:

| | |
|------------------------------------|--------------|
| Vander Kodde Construction Co. Inc. | \$237,950.00 |
| Dave Bultsma & Assoc. Inc. | \$242,260.00 |
| McGraw Construction Inc. | \$264,450.00 |
| Carbon Six Construction | \$324,200.00 |
| DEXCO Construction Services | \$342,672.54 |

Proposals were reviewed and with TAG's concurrence, it is recommended that the proposal from Vander Kodde Construction Co, Inc. be accepted.

BUDGET IMPACT:

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

Jon Burke
City of Wyoming, Clean Water Plan
2350 Ivanrest Ave.
Wyoming, MI 49418

September 21, 2023

Jon Burke,

After reviewing the submitted bids for the City of Wyoming – Clean Water Plant interior renovation project received on September 19, 2023, we are recommending that the City of Wyoming award the project to VanderKodde Construction for the base bid of \$237,950.00. Based on the information provided, VanderKodde Construction appears to have all aspects of the project accounted for.

Following approval by City Council, I recommend that VanderKodde Construction update their project schedule to reflect the approval date and its impact on the completion date.

If you have any questions regarding our recommendation, please feel free to contact me.

Sincerely,

Jay Miedema
Principal Architect

The Architectural Group Inc.

September 19, 2023

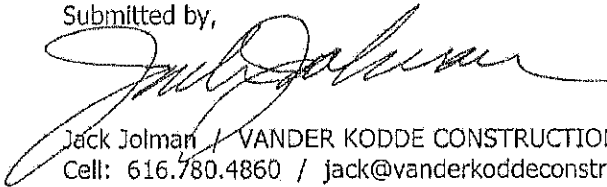
City of Wyoming
Clean Water Plant Renovations

We are pleased to present all requested documents for the bid for the City of Wyoming Clean Water Plant.

These items include:

- Cover letter
- Bid breakdown
- List of Subcontractors
- Construction Schedule
- Deviations or Variation to the bid specifications
- List of references
- Signed bid form
- Signed contract form

Submitted by,



Jack Jolman / VANDER KODDE CONSTRUCTION
Cell: 616.780.4860 / jack@vanderkoddeconstruction.com

City of Wyoming

BID BREAKDOWN

| | |
|----------------------|-------------|
| GENERAL CONDITIONS | \$35,228.00 |
| MASONRY | \$4,050.00 |
| STEEL | \$4,200.00 |
| CARPENTRY | \$21,500.00 |
| PLUMBING | \$11,200.00 |
| ELECTRICAL | \$40,500.00 |
| MECHANICAL | \$7,900.00 |
| LPDA | \$28,570.00 |
| <hr/> | |
| FLOORING / WALL TILE | \$21,290.00 |

City of Wyoming

LIST OF SUBCONTRACTORS

DEMOLITION

-XTREME DEMOLITION

MASONRY

-KORTMAN MASONRY

STEEL

-CUSTOM STEEL

CONCRETE PATCH

-COLDWATER CONCRETE

GYPCRETE

-KENT COMPANIES

LPDA

-SCHEPERS BROTHERS

TOILET PARTIONS

-J.A. SCOTT

TOILET ACCESSORIES

-J.S. SCOTT

DOORS / FRAMES / HARDWARE

-AUTOMATIC EQUIPMENT

ALUMINUM WINDOW / GLASS / MIRRORS

-SUPERIOR GLASS

PAINTING

-ECHOFF & DEVRIES

FLOORING

-CENTURY FLOORING

CASEWORK

-GRAND VALLEY WOOD PRODUCTS

HVAC

-VANDERHYDE MECHANICAL

ELECTRIC

-DVT

PLUMBING

-SOMMERDYKE PLUMBING

City of Wyoming

CONSTRUCTION SCHEDULE

We estimate the project to take 120 days to complete based on no unforeseen long lead items. Per bid documents, a detailed schedule will be provided once project is awarded.

City of Wyoming

DEVIATIONS OR VARIATIONS

1. Data / phone wiring by owner.
2. HVAC fire dampers & smoke dampers not included. None shown.
3. Fire protection not included.
4. Fire alarm work not included.

City of Wyoming

REFERENCES

Owen Ames Kimball Co.
300 Ionia Avenue NW
Grand Rapids, MI 49503
Phone: 616.456.1521

Tri-Unity Christian Schools
5353 Wilson SW
Grandville, MI 49418
Phone: 616.534.8827

Kent County Road Commission
1500 Scribner NW
Grand Rapids, MI 49504
Phone: 616.242.6900

Ervine Auto
4311 Stafford Avenue SW
Wyoming, MI 49548
Phone: 616.532.6000

BID BOND - PUBLIC CONTRACTS

KNOW ALL MEN BY THESE PRESENTS, that we, Vander Kodde Construction Co, 441 44th St. SW, Grand Rapids, MI 49548, as Principal, hereinafter called the Principal, and **THE CINCINNATI INSURANCE COMPANY**, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

**City of Wyoming
1155 28th Street SW
Wyoming, MI 49509**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of accompanying bid*******Dollars (**5% of Bid**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

City of Wyoming-Clean Water Plant Locker Room & Office Renovations

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a contract with the said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 13th day of September, 2023.

VANDER KODDE CONSTRUCTION CO



Principal

(Seal)

By: Tim Vander Kodde V-P

(Title)

THE CINCINNATI INSURANCE COMPANY

(Seal)

By: Susan H. Zielinski

Susan H. Zielinski, Attorney-in-Fact

THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Zackery Vandenberg; Gregory T. Christie; James Ryskamp; Dawn VandenBosch; Mitchell Reatini and/or Susan H. Zielinski

of Grandville, Michigan

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to Sixty Million and No/100 Dollars (\$60,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Handwritten signature of Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Handwritten signature of Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 13th day of September, 2023



Handwritten signature of Ed H.

BID FORM

Page 1 of 2

Bid for City of Wyoming – Clean Water Plant Locker Room and Office Renovations

The bidder identified below submits the attached bid materials, including the price(s) stated on the Bid Form.

By signing this Bid Form, the bidder identified below represents, attests and promises, the bidder:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid form, including, without limitation, all the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:

Woman Owned Company?

YES

NO

Minority Owned Company?

Section 3 Certified Contractor?

If yes, Dunns #: _____

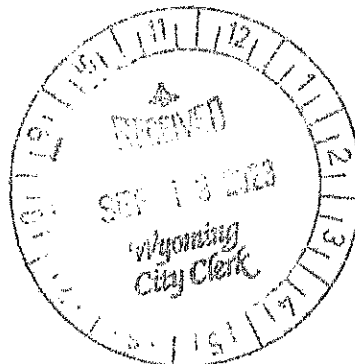
Are you, or the business owner related to any elected official or employee of the City?

If yes, list name and relationship: _____

Is the bidder willing to honor bid pricing for the following for the term of this bid?

Yes.

No



BID FORM, CONTINUED

Page 2 of 2

\$ 237,950.00

BID AMOUNT

TWO HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED FIFTY

BID AMOUNT (WRITTEN OUT)

VANDER KODDE CONSTRUCTION

LEGAL NAME OF COMPANY

SAME

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

CORPORATION FORMED IN MICHIGAN

FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

441 44th ST SW

STREET ADDRESS

GRAND RAPIDS

CITY

MICHIGAN

STATE

49548

ZIP CODE

JACK JOCMAN

BID CONTACT NAME (PLEASE PRINT)

616-538-7470

BUSINESS PHONE

616-780-4860

CELL PHONE

jack@vanderkoddconstruction.com

EMAIL ADDRESS

616-538-9290

FAX NUMBER

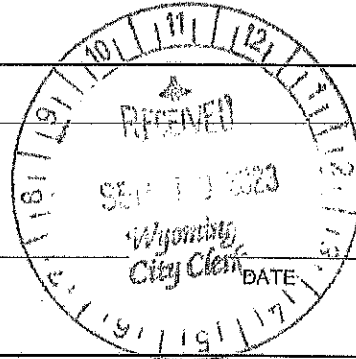
SIGNATURE FOR BIDDER

DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER, IF APPLICABLE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING



CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by City Council, City receives all bonds, insurance and other required documents, City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for CITY OF WYOMING – CLEAN WATER PLANT LOCKER ROOM AND OFFICE RENOVATIONS

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

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

"Contractor" means:

VANDER KOOPE CONSTRUCTION
LEGAL NAME OF COMPANY

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

CORPORATION FORMED IN MICHIGAN
FORM OF BUSINESS and STATE IN WHICH FORMED -- e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

441 44th ST. S.W.
STREET ADDRESS

GRAND RAPIDS,
CITY

MICHIGAN
STATE

49548
ZIP CODE

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

Terms and Conditions

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

1. ~~Contractor will provide the materials and services in accordance with the Contract Documents.~~
2. City will pay the Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

A performance bond and payment bond is required if the project costs exceed \$50,000.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations, or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Contractor

By: [Signature]
Signature of Bidder

Tim VanderKam
Printed Name of Bidder

V-P
Title

Date signed: 9-19-23

Approved as to form:

Scott G. Smith, City Attorney