

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 5, 2024, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Rick South, Abundant Life Church of God

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 January 15, 2024 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

1. Wyoming Employees Community Outreach by Officer Jenni Eby

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

24-01 Acceptance of 3rd Transmission Main Project Easements (Scott & Kimberly Sommer and Logan & Paige Prins)

24-02 Acceptance of 3rd Transmission Main Project Easement (Rodney J. & Kathy S. Scholten)

24-03 Acceptance of City Center Easement (Cindy & Steve Libby)

24-04 Acceptance of 3rd Transmission Main Project Easement (Dean & Mary De Ridder Trust)

24-05 Acceptance of City Center Easements (Scott W. & Sandra K. Wellman)

24-06 Acceptance of City Center Easements (John A. Wilholt Trust)

- 24-07 Acceptance of 3rd Transmission Main Project Easement (Daniel & Jody Ter Haar)
24-08 Acceptance of 3rd Transmission Main Project Easements (Lester & Joyce Haveman)

13) Budget Amendments

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 Confirm the Appointment of Robert LaPlaca as a Member of the Zoning Board of Appeals for the City of Wyoming

15) Resolutions

- b) To Grant Preliminary Plat Tentative Approval for Malta Woods Plat

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

- c) To Award the Bid for the 1803 Holliday Drive Erosion Stabilization Project and to Authorize the Mayor and City Clerk to Execute the Contract
d) To Award the Bid for the Mallards Cove Sanitary Sewer Replacement Project and to Authorize the Mayor and City Clerk to Execute the Contract
e) To Engage Stout Risius Ross, LLC for Appraisal Services for 2150 Metro Ln SW Property Tax Appeal
f) To Approve and Direct the Mayor and City Clerk to Sign the 5th Amendment to a Trail Design Contract with Progressive AE
g) To Approve and Authorize and Direct Signing Nederveld, Inc. and Integrated Architecture Professional Services Contracts
h) To Accept a Proposal for Disposal Services for Community Clean-Up Day
i) To Concur with the Emergency Repair of Fire Engine #1
j) To Concur with the Emergency Repair of a Front End Loader
k) To Accept a Proposal from Underwater Construction Corporation for Underwater Intake Inspection
l) To Accept a Proposal for the Installation of a 36" Butterfly Valve
m) To Accept an Amendment for Residuals Hauling and Disposal Services
n) For Award of Bid
1. Avigilon Camera System (Budget Amendment No. 44)
o) To Accept an S&P Global Proposal for Credit Rating Related to Sewage Disposal System Revenue Bond Issuance

17) Ordinances

- 1-24 To Provide for Improving the Existing Sewage Disposal System of the City; Amending and Supplementing City Ordinances; to Authorize the Issuance and Sale of Sewage Disposal System Revenue Bonds; to Prescribe the Form of the Bonds; to Provide for the Collection of Revenues to Pay Costs of Operating and Maintaining the Sewage Disposal System; to Provide a Reserve Fund for the Bonds and Other Outstanding Sewage Disposal System Bonds; to Provide for Segregating and Distributing Certain Sewage Disposal System Revenues; to Provide for Rights of the Holders of the Bonds and Outstanding Sewage Disposal System Bonds; and to Provide for Other Matters Relative to the Bonds and Outstanding Sewage Disposal System Bonds (IMMEDIATE EFFECT)

2-24 To Repeal City Code Chapter 6 Entitled “Animals” Enabling Kent County’s Enforcement of the County Dog Law Within the City; and to Amend City Code Section 1-2 by Adding Definitions; to Amend City Code Chapter 50, Article IV, Division 2 by Adding Sections 50-127 Through 50-132; to Amend City Code Chapter 50, Article V, Division 1 by Adding Section 50-171; and to Amend City Code Chapter 50, Article VII by Adding Section 50-269 Related to Certain Animals and Penalties for Violations (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

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 desean 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 reunion para hacer arreglos para el alojamiento apropiado.

City of **Wyoming** Michigan

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

February 5, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24- 01

Subject: Acceptance of 3rd transmission main project easements

Councilmembers:

We continue to acquire easements needed for the 3rd transmission line project. I recommend City Council's approval of the following easements:

Grantor: Scott & Kimberly Sommer	Grantor: Logan & Paige Prins
Easement: Water transmission main easement	Easement: Water transmission main easement
Parcel #: 70-11-27-400-007	Parcel #: 70-11-27-400-011
Address: 16245 VanBuren St	Address: 16049 VanBuren St
Consideration: \$2,000.00	Consideration: \$2,000.00

I recommend the City Council approve the attached easements prepared by the City attorney.

Respectfully submitted,



Patrick Waterman
Deputy City Manager

Attachment: Easements

community • safety • stewardship

CITY COUNCIL

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

WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-11-27-400-011

The Grantor, **Logan Prins and Paige Prins**, husband and wife, whose address is 16049 Van Buren Street, West Olive, MI 49460, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, 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, air release vent appurtenant to underground water service transmission main that is located on other property as 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, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping 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. 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. 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.
5. 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.

6. 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.

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

Approved as a form:

Scott G. Smith, City Attorney

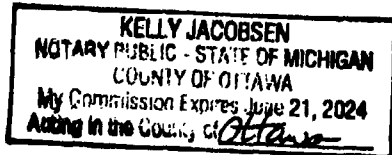
GRANTOR:

Logan Prins
Logan Prins

Paige Prins
Paige Prins

STATE OF MICHIGAN)
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 11 day of January 20 24, by Logan Prins and Paige Prins, husband and wife.



Kelly Jacobsen
Kelly Jacobsen Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2024
Acting in the County of Ottawa

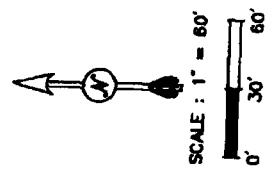
Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

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
Wyoming, MI 49509-0905

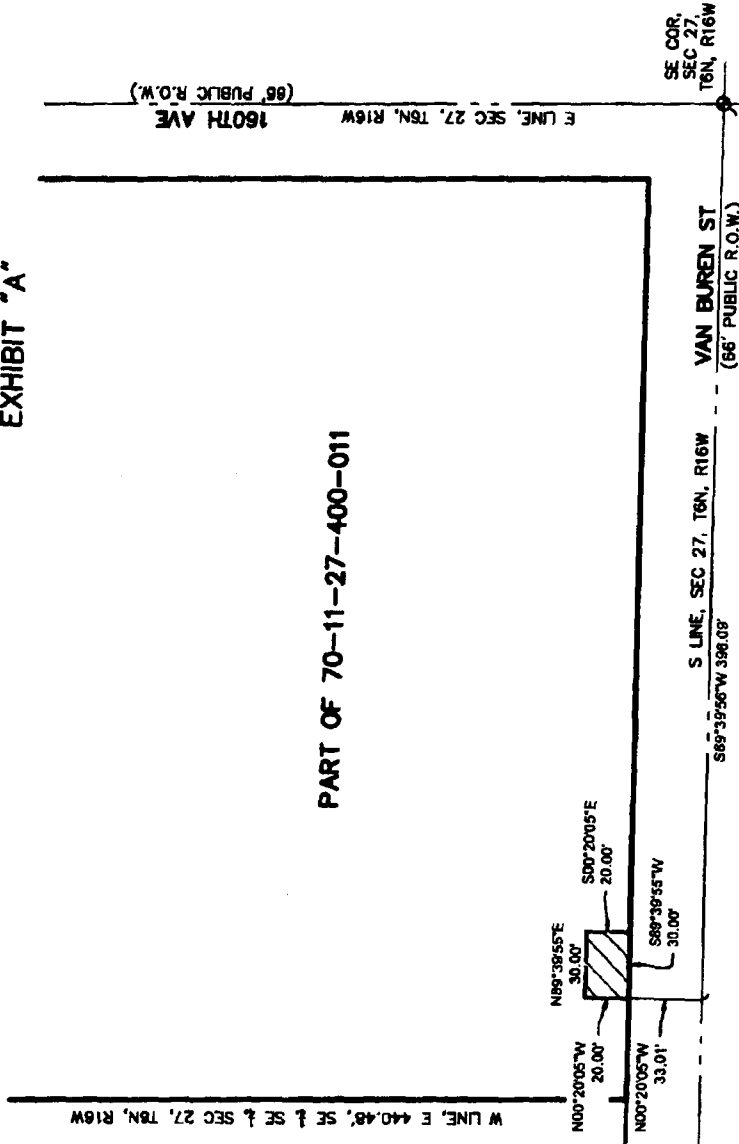
EASEMENT SKETCH
70-11-27-400-011
EXHIBIT "A"

PART OF 70-11-27-400-011



SUBJECT PARCEL (TAX DESCRIPTION)
 THE SOUTH 353 FEET OF THE EAST 440.48 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R16W, PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

EASEMENT DESCRIPTION
 PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R16W, PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE S88°39'55"W 396.08 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N00°20'05"W 33.01 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N00°20'05"W 20.00 FEET; THENCE N80°39'55"E 30.00 FEET; THENCE S00°20'05"E 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET; THENCE S89°39'55"W 30.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.
 (600 SQUARE FEET)



CLIENT:
 CITY OF WYOMING
 2860 BURLINGAME AVE.
 WYOMING, MI 49508

Prein & Newhof
 Engineers - Surveyors - Environmental Laboratory
 3385 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 t. (616) 364-9481
 f. (616) 364-9555
 info@preinnewhof.com

LOCATED IN: SECTION 27
 TOWN 6 NORTH, RANGE 16 WEST
 PORT SHELTON TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN
 Date: 09/11/2023
 Project No. 2180830
 PAGE
 1 OF 1

WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-11-27-400-007

The Grantor, **Scott A. Sommer and Kimberly A. Sommer**, husband and wife, whose address is 16245 Van Buren Street, West Olive, MI 49460, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, 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, air release vent appurtenant to underground water service transmission main that is located on other property as 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, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping 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. 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. 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.
5. 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.

6. 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.

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

Approved as a form:

Scott G. Smith, City Attorney

GRANTOR:



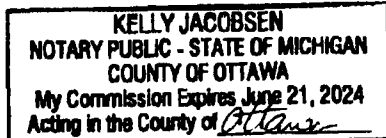
Scott A. Sommer




Kimberly A. Sommer

STATE OF MICHIGAN)
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 15 day of January 2024, by Scott A. Sommer and Kimberly A. Sommer, husband and wife.





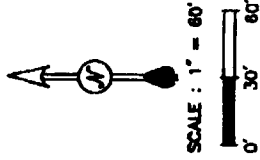
Kelly Jacobsen Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2024
Acting in the County of Ottawa

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
Wyoming, MI 49509-0905

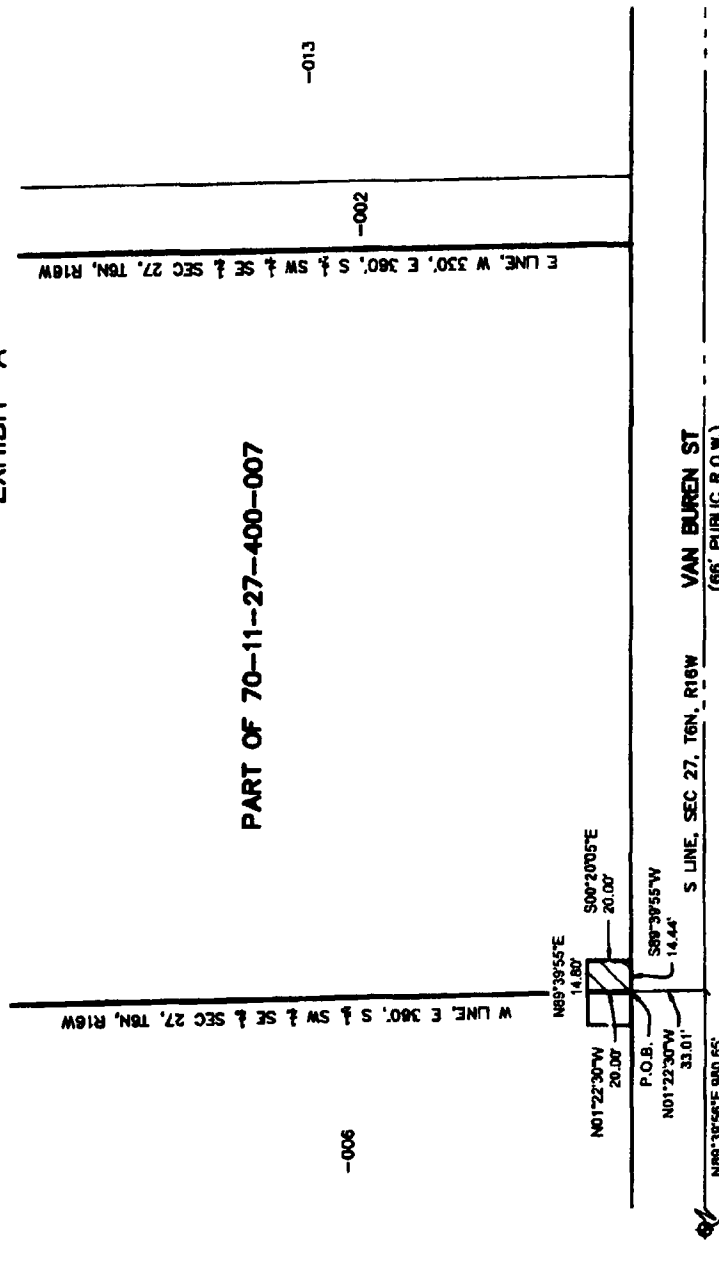
EASEMENT SKETCH
70-11-27-400-007
EXHIBIT "A"



SCALE : 1" = 60'

SUBJECT PARCEL (TAX DESCRIPTION)
 THE WEST 3/4 OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R16W, PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

EASEMENT DESCRIPTION
 PART OF SECTION 27, T6N, R16W, PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N89°39'56"E 980.65 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE WEST LINE OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE N01°22'30"W 33.01 FEET ALONG SAID LINE TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE N01°22'30"W 20.00 FEET; THENCE N89°39'55"E 14.80 FEET; THENCE S00°20'05"E 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET; THENCE S89°39'55"W 14.44 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.
 (282 SQUARE FEET)



PART OF 70-11-27-400-007

Prein & Newhof
 Engineers - Surveyors - Real Estate Consultants - Land Surveyors
 3385 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 t. (616) 364-8481
 f. (616) 364-8855
 info@preinnewhof.com

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

LOCATED IN : SECTION 27
 TOWN 6 NORTH, RANGE 16 WEST
 PORT SHELTON TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN
 Date : 09/11/2023
 Project No. 2180630
 PAGE 1 OF 1

City of **Wyoming** Michigan

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

February 5, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-02

Subject: Acceptance of 3rd transmission main project easement

Councilmembers:

We continue to acquire easements needed for the 3rd transmission line project. I recommend City Council's approval of the following easement:

Grantor: Rodney J. & Kathy S. Scholten
Easement: Water transmission main vent easement
Parcel #: 70-11-27-400-006
Address: 16399 VanBuren St
Consideration: \$2,000.00

I recommend the City Council approve the attached easement prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easement

community • safety • stewardship

CITY COUNCIL

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

WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-11-27-400-006

The Grantor, **Rodney J. Scholten and Kathy S. Scholten**, husband and wife, whose address is 16399 Van Buren Street, West Olive, MI 49460, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, 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, air release vent appurtenant to underground water service transmission main that is located on other property as 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, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on **Exhibit A**.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping. 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. 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. 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.
5. 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.

6. 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.

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

Approved as a form:

Scott G. Smith, City Attorney

GRANTOR:

ROD SCHOLTEN

Rodney J. Scholten

Kathy Scholten

Kathy S. Scholten

STATE OF MICHIGAN)
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 9th day of January 2024, by Rodney J. Scholten and Kathy S. Scholten, husband and wife.

BROOKE MCNEILL
Notary public, State of Michigan
County of OTTAWA
My commission expires 15-Jun-2028
Acting in the County of Ottawa

Brooke McNeill
Brooke McNeill Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 06/15/2028
Acting in the County of Ottawa

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
Wyoming, MI 49509-0905

EASEMENT SKETCH

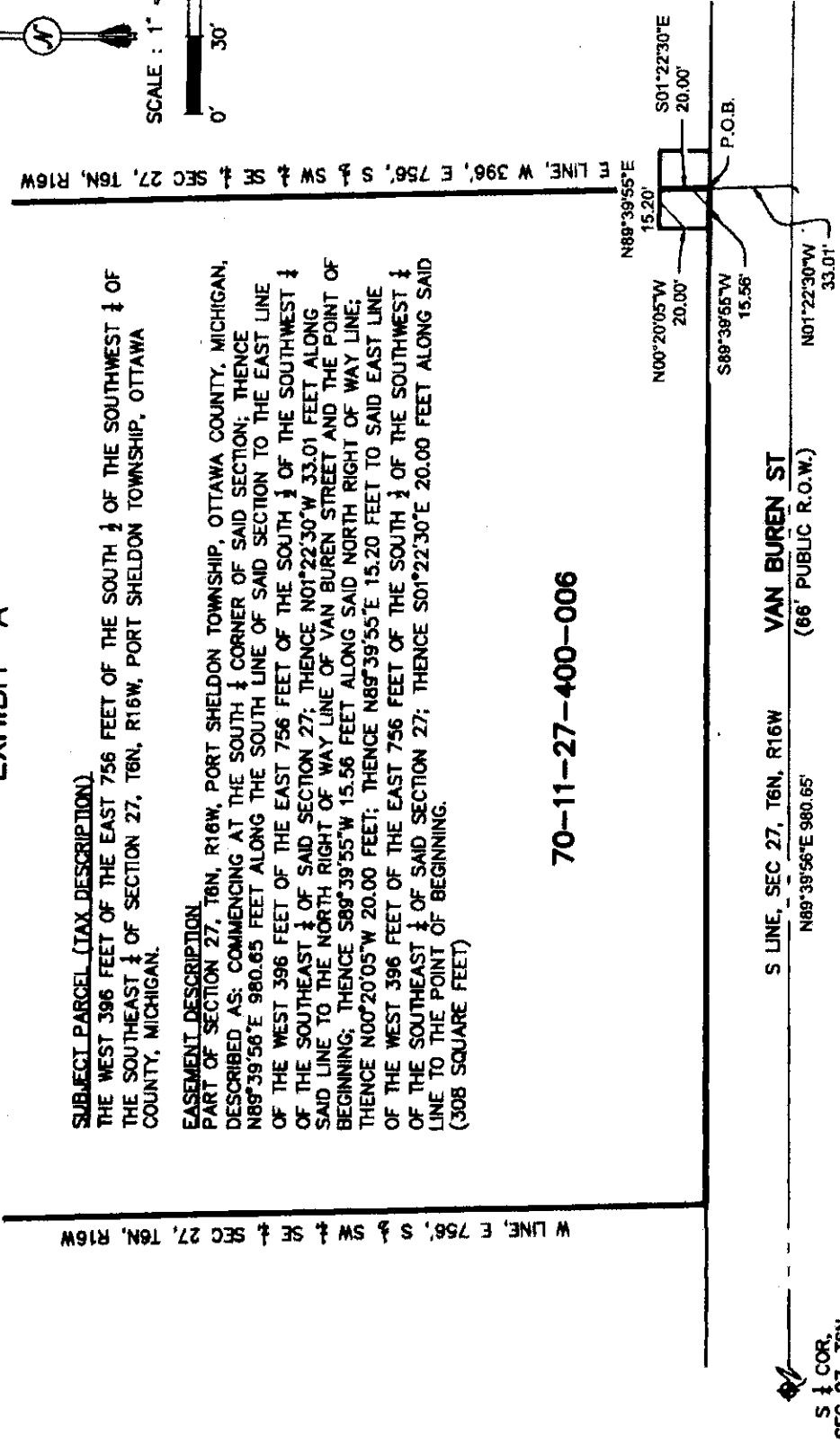
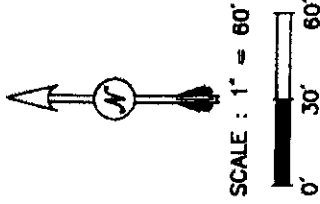
70-11-27-400-006

EXHIBIT "A"

SUBJECT PARCEL (TAX DESCRIPTION)
 THE WEST 396 FEET OF THE EAST 756 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, T6N, R16W, PORT SHELDON TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

EASEMENT DESCRIPTION
 PART OF SECTION 27, T6N, R16W, PORT SHELDON TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/2 CORNER OF SAID SECTION; THENCE N89°39'56"E 980.65 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE EAST LINE OF THE WEST 396 FEET OF THE EAST 756 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE N01°22'30"W 33.01 FEET ALONG SAID LINE TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE S89°39'55"W 15.56 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE N00°20'05"W 20.00 FEET; THENCE N89°39'55"E 15.20 FEET TO SAID EAST LINE OF THE WEST 396 FEET OF THE EAST 756 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE S01°22'30"E 20.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.
 (308 SQUARE FEET)

70-11-27-400-006



LOCATED IN : SECTION 27
 TOWN 6 NORTH, RANGE 16 WEST
 PORT SHELDON TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN
 Date : 11/22/2023
 Project No. 2190630

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

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory
 3355 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 t. (616) 364-6491
 f. (616) 364-6955
 info@preinnewhof.com

City of **Wyoming** Michigan

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

February 5, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-03

Subject: Acceptance of City Center easement

Councilmembers:

We continue to acquire easements needed for the City Center project. I recommend City Council's approval of the following easement:

Grantor: Cindy Libby & Steve Libby
Easement: Temporary grading easement
Parcel #: 41-17-11-377-007
Address: 2728 Hook Ave SW
Consideration: \$1.00

I recommend the City Council approve the attached easement prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easement

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon Dekryger Renee Hill Marissa Postler Robert Posterna
Kent Vanderwood, Mayor

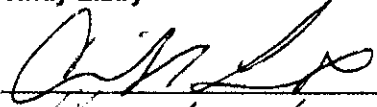
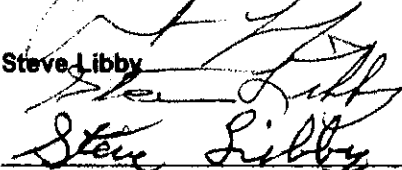
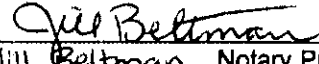
City of Wyoming Michigan

Community & Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

TEMPORARY GRADING EASEMENT 2728 Hook Ave SW, PP# 41-17-11-377-007

Cindy Libby and Steve Libby, wife and husband, whose address is 2728 Hook Ave SW, Wyoming, MI 49509, **grantors**, for the consideration of \$1.00, the receipt and adequacy of which is acknowledged, grant and convey to the **City of Wyoming**, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, **grantee**, a temporary easement to change existing land contours, to remove and/or plant trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required to construct a pedestrian/bicycling pathway within the adjacent Hook Ave right-of-way. Areas disturbed by that work in the will be properly restored with slope to the grade at which that pathway is constructed. The Temporary Easement Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the construction of the pathway, including restoration of the Temporary Easement Area, but not later than December 31, 2025.

<p>Cindy Libby</p>  <hr/> <p>Steve Libby</p>  <hr/> <p>Steve Libby</p>	<p>STATE OF MICHIGAN COUNTY OF KENT</p> <p>Acknowledged before me in Kent County, Michigan, on <u>November 28</u>, 2023, by Cindy Libby and Steve Libby.</p> <p> <u>Jill Beltman</u>, Notary Public <u>Kent</u> County, <u>MI</u> Acting in Kent County, MI My commission expires: <u>06/13/2029</u></p>
--	---

Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a).

<p>Drafted by: Scott G. Smith Wyoming City Attorney Wyoming Justice Center 2650 DeHoop Ave SW Wyoming, MI 49509</p>	<p>Legal description prepared by: Progressive AE 1811 4 Mile Rd NE Grand Rapids, MI 49525</p>	<p>When recorded, return to: Kelli A. Vandenberg Wyoming City Clerk Wyoming City Hall 1155 28th St SW Wyoming, MI 49509-0905</p>
---	---	---

Approved as to form:

Scott G. Smith, City Attorney

JILL BELTMAN
 Notary Public, State of Michigan
 County of Kent
 My Commission Expires 06-13-2029
 Acting in the County of _____

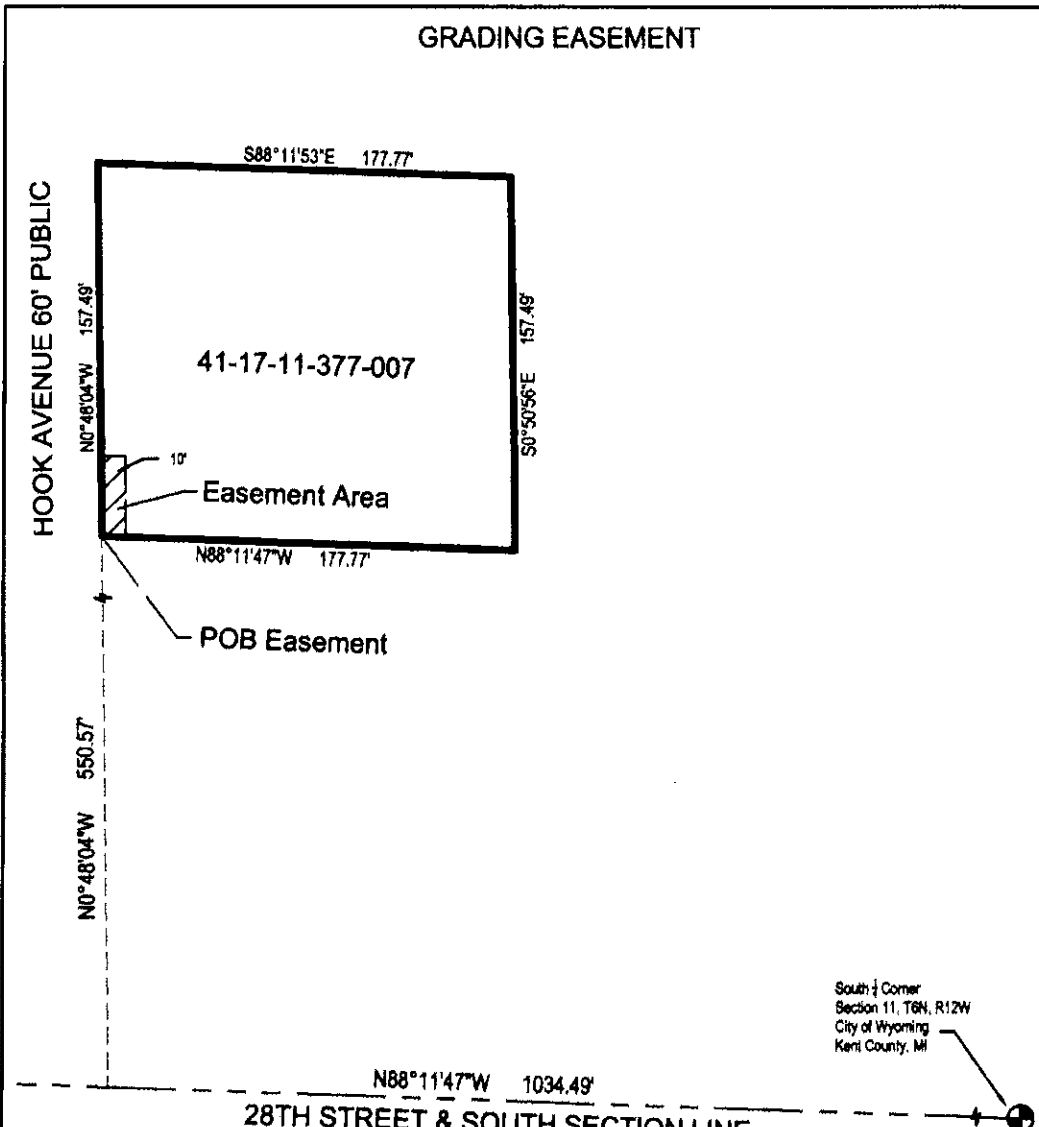
JILL BELTMAN
 Notary Public, State of Michigan
 County of Kent
 My Commission Expires 06-13-2029
 Acting in the County of Kent

community • safety • stewardship

CITY COUNCIL

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

GRADING EASEMENT



South 1/4 Corner
Section 11, T6N, R12W
City of Wyoming
Kent County, MI

Parcel Description:

Parcel 41-17-11-377-007 - Part of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing 396 feet West and 550 feet North of the Southeast corner of the West 1/2 of the Southeast 1/4 of the Southwest 1/4, thence North 158 feet; thence East 194 feet; thence South 158 feet; thence West 194 feet to the Point of Beginning.

Easement Description:

That part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at a point of the East right of way line of Hook Avenue (60 foot wide public roadway) being N88°11'47"W, 1034.49 feet along the South line of said Section 11 and N00°48'04"W, 550.57 feet along said East right of way line of Hook Avenue; thence continuing along said East right of way line, N00°48'04"W, 33.86 feet; thence N89°11'57"E, 10.00 feet; thence S00°47'01"E, 34.33 feet; thence N88°06'57"W, 10.00 feet to said East right of way line of Hook Avenue and the Point of Beginning, containing 339 square feet of land.



GRADING EASEMENT



HOOK AVENUE GRADING EASEMENTS
CITY OF WYOMING
2728 HOOK AVE, SW WYOMING, MI 49509
Project No.: 71740019

Sheet 6 of 8



Christopher J. Gower

progressive|ae

1911 - 4 Mills Road NE, Grand Rapids, MI 49525-1016-801-961
358 South Tryon St, Suite 500, Charlotte, NC 28202-1701-781-9050 www.progressive|ae.com

8/26/2023 10:41:33 AM CIVIL GROUP: GOMERC
 P:\71740019\03 WPC3 DISCIPLINE\Survey\Survey-Grading Easements.dwg

February 5, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24- 04

Subject: Acceptance of 3rd transmission main project easement

Councilmembers:

We continue to acquire easements needed for the 3rd transmission line project. I recommend City Council's approval of the following easement:

Grantor: Dean & Mary De Ridder Trust
Easement: Water transmission main blowoff structure easement
Parcel #: 70-11-34-300-016
Address: 16515 New Holland Street
Consideration: \$2,000.00

I recommend the City Council approve the attached easement prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easement

community • safety • stewardship

CITY COUNCIL

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



MEMORANDUM

TO: City of Wyoming - Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: January 25, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

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

Parcel No: 70-11-34-300-016

Dean & Mary De Ridder Trust	\$2,000.00
16515 New Holland Street	
Holland, MI 49424	

Enclosed is a copy of the signed Water Transmission Main Vent 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.

We will record the original Easement Documents with the Ottawa County Register of Deeds and 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 VENT EASEMENT

Parcel No. 70-11-34-300-016


The Grantor, **Dean and Mary De Ridder Trust**, dated **December 13, 2019**, whose address is **16515 New Holland Street, Holland, MI 49424**, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, 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, air release vent appurtenant to underground water service transmission main that is located on other property as 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, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping 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. 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. 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.
5. 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.

6. 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.

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

Approved as a form:



Scott G. Smith, City Attorney

GRANTOR:

Dean & Mary De Ridder Trust, dated December 13, 2019



By: Dean De Ridder
Its: Trustee

By: Dean De Ridder
Its: Trustee

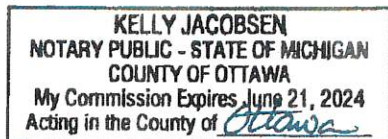



By: Mary De Ridder
Its: Trustee

By: Mary De Ridder
Its: Trustee

STATE OF MICHIGAN)
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 25th day of January 2024, by Dean De Ridder and Mary De Ridder, **Trustees of the Dean and Mary De Ridder Trust, dated December 13, 2019.**





Kelly Jacobsen, Notary Public
State of Michigan, County of Ottawa
My Commission Expires: June 21, 2024
Acting in the County of Ottawa

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
Wyoming, MI 49509-0905

EASEMENT SKETCH

70-11-34-300-016

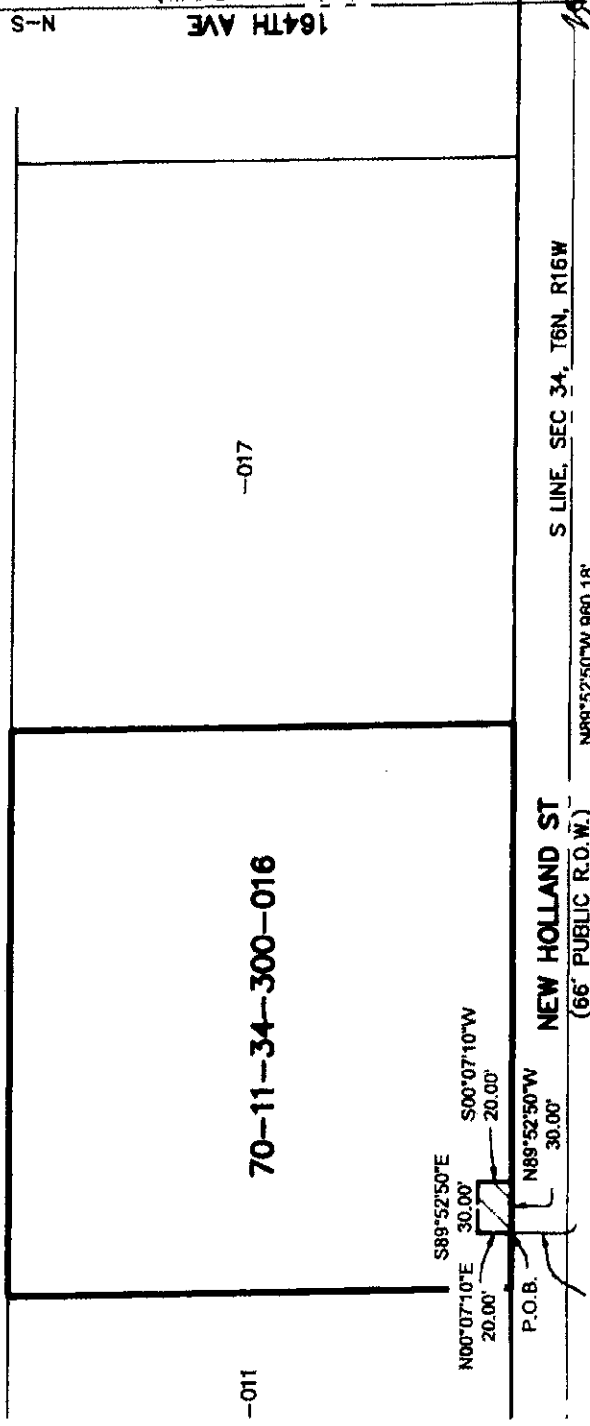
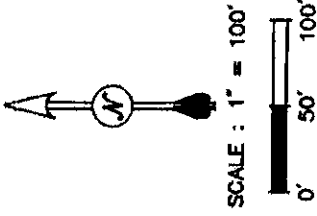
EXHIBIT "A"

SUBJECT PARCEL (TAX DESCRIPTION)

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, T6N, R16W, PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

EASEMENT DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 34, T6N, R16W, PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N89°52'50"W 960.18 FEET ALONG THE SOUTH LINE OF SAID SECTION 34; THENCE N00°07'10"E 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NEW HOLLAND STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N00°07'10"E 20.00 FEET; THENCE S89°52'50"E 30.00 FEET; S00°07'10"W 20.00 FEET TO THE NORTH RIGHT OF WAY LINE OF NEW HOLLAND STREET; THENCE N89°52'50"W 30.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING. (600 SQUARE FEET)



<p>Prein & Newhof Engineers - Surveyors - Environmental - Laboratory 3355 Evergreen Drive NE Grand Rapids, MI 49525 www.preinnewhof.com</p> <p>t. (616) 364-8491 f. (616) 364-6955 info@preinnewhof.com</p>	<p>CLIENT: CITY OF WYOMING 2660 BURLINGAME AVE. WYOMING, MI 49509</p>	<p>LOCATED IN : SECTION 34 TOWN 6 NORTH, RANGE 16 WEST PORT SHELTON TOWNSHIP, OTTAWA COUNTY, MICHIGAN</p> <p>Date : 01/22/2024 Project No. 2180630</p> <p>PAGE 1 OF 2</p>
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City of **Wyoming** Michigan

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

February 5, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24- 05

Subject: Acceptance of City Center easements

Councilmembers:

We continue to acquire easements needed for the City Center project. I recommend City Council's approval of the following easements:

Grantor: Scott W. Wellman & Sandra K. Wellman	Easement: Temporary grading easement	Easement: Temporary grading easement
Parcel #: 41-17-11-377-009	Parcel #: 41-17-11-377-010	
Address: 2742 Hook Ave SW	Address: 2744 Hook Ave SW	
Consideration: \$1.00	Consideration: \$1.00	

I recommend the City Council approve the attached easements prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easement

community • safety • stewardship

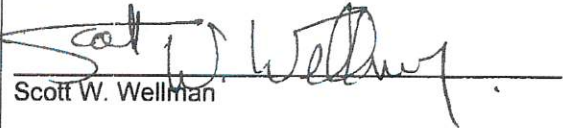

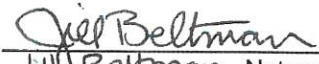
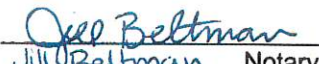
CITY COUNCIL

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

TEMPORARY GRADING EASEMENT
2742 Hook Ave SW, PP# 41-17-11-377-009

Scott W. Wellman and Sandra K. Wellman, as Co-Trustees of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust, U/A dated January 22, 2020, whose address is 5460 Brattleboro SE, Kentwood, MI 49508, **grantor**, for the consideration of \$1.00, the receipt and adequacy of which is acknowledged, grants and conveys to the **City of Wyoming**, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, **grantee**, a temporary easement to change existing land contours, to remove and/or plant trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required to construct a pedestrian/bicycling pathway within the adjacent Hook Ave right-of-way. Areas disturbed by that work in the will be properly restored with slope to the grade at which that pathway is constructed. The Temporary Easement Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the construction of the pathway, including restoration of the Temporary Easement Area, but not later than December 31, 2025.

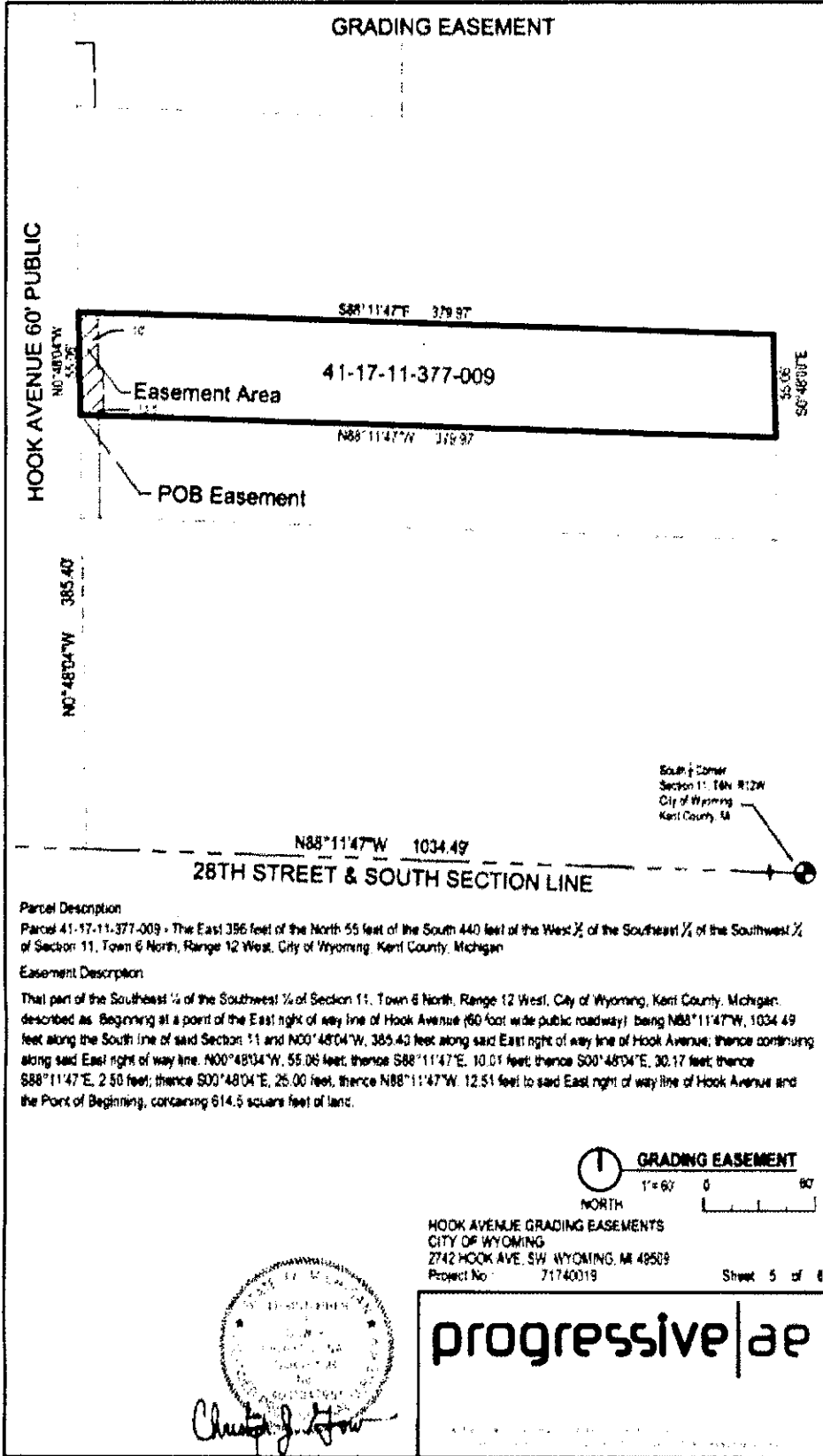
<p>Scott W. Wellman and Sandra K. Wellman, as Co-Trustees of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust</p>  <p>Scott W. Wellman</p>  <p>Sandra K. Wellman</p>	<p>STATE OF MICHIGAN COUNTY OF KENT</p> <p>Acknowledged before me in Kent County, Michigan, on <u>January 18</u>, 2024, by Scott W. Wellman as Co-Trustee of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust.</p>  <p><u>Jill Beltman</u>, Notary Public <u>Kent</u> County, <u>MI</u> Acting in Kent County, MI My commission expires: <u>06/13/2029</u></p> <p>STATE OF MICHIGAN COUNTY OF KENT</p> <p>Acknowledged before me in Kent County, Michigan, on <u>January 23</u>, 2024, by Sandra K. Wellman, as Co-Trustee of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust.</p>  <p><u>Jill Beltman</u>, Notary Public <u>Kent</u> County, <u>MI</u> Acting in Kent County, MI My commission expires: <u>06/13/2029</u></p>
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Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a).

<p>Drafted by: Scott G. Smith Wyoming City Attorney Wyoming Justice Center 2650 DeHoop Ave SW Wyoming, MI 49509</p>	<p>Legal description prepared by: Progressive AE 1811 4 Mile Rd NE Grand Rapids, MI 49525</p>	<p>When recorded, return to: Kelli A. Vandenberg Wyoming City Clerk Wyoming City Hall 1155 28th St SW Wyoming, MI 49509-0905</p>
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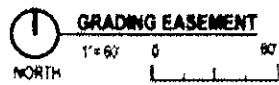
Approved as to form: Scott G. Smith, City Attorney

Exhibit A
Description and Depiction of Temporary Permit Area



Parcel Description
 Parcel 41-17-11-377-009 - The East 356 feet of the North 55 feet of the South 440 feet of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan

Easement Description
 That part of the Southeast 1/4 of the Southwest 1/4 of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at a point of the East right of way line of Hook Avenue (60 foot wide public roadway) being N88°11'47"W, 1034.49 feet along the South line of said Section 11 and N00°48'04"W, 385.40 feet along said East right of way line of Hook Avenue; thence continuing along said East right of way line, N00°48'04"W, 55.06 feet; thence S88°11'47"E, 10.01 feet; thence S00°48'04"E, 30.17 feet; thence S88°11'47"E, 2.50 feet; thence S00°48'04"E, 25.00 feet; thence N88°11'47"W, 12.51 feet to said East right of way line of Hook Avenue and the Point of Beginning, containing 614.5 square feet of land.



HOOK AVENUE GRADING EASEMENTS
 CITY OF WYOMING
 2742 HOOK AVE. SW WYOMING, MI 49509
 Project No. 71740019

Sheet 5 of 8



Christopher J. How

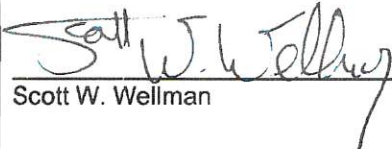
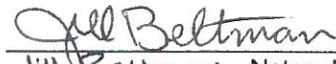
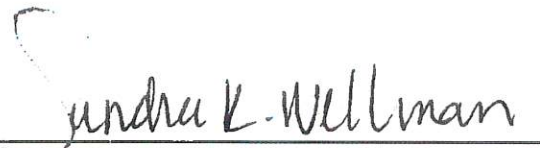

progressive|ae

PREPARED BY: ENR GROUP - GENERIC
 2717 FORTRESS WOOD DR SUITE 100 WYOMING MI 49509
 517.433.2200
 www.progressiveae.com

TEMPORARY GRADING EASEMENT
2744 Hook Ave SW, PP# 41-17-11-377-010

Scott W. Wellman and Sandra K. Wellman, as Co-Trustees of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust, U/A dated January 22, 2020, whose address is 5460 Brattleboro SE, Kentwood, MI 49508, **grantor**, for the consideration of \$1.00, the receipt and adequacy of which is acknowledged, grants and conveys to the **City of Wyoming**, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, **grantee**, a temporary easement to change existing land contours, to remove and/or plant trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required to construct a pedestrian/bicycling pathway within the adjacent Hook Ave right-of-way. Areas disturbed by that work in the will be properly restored with slope to the grade at which that pathway is constructed. The Temporary Easement Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the construction of the pathway, including restoration of the Temporary Easement Area, but not later than December 31, 2025.

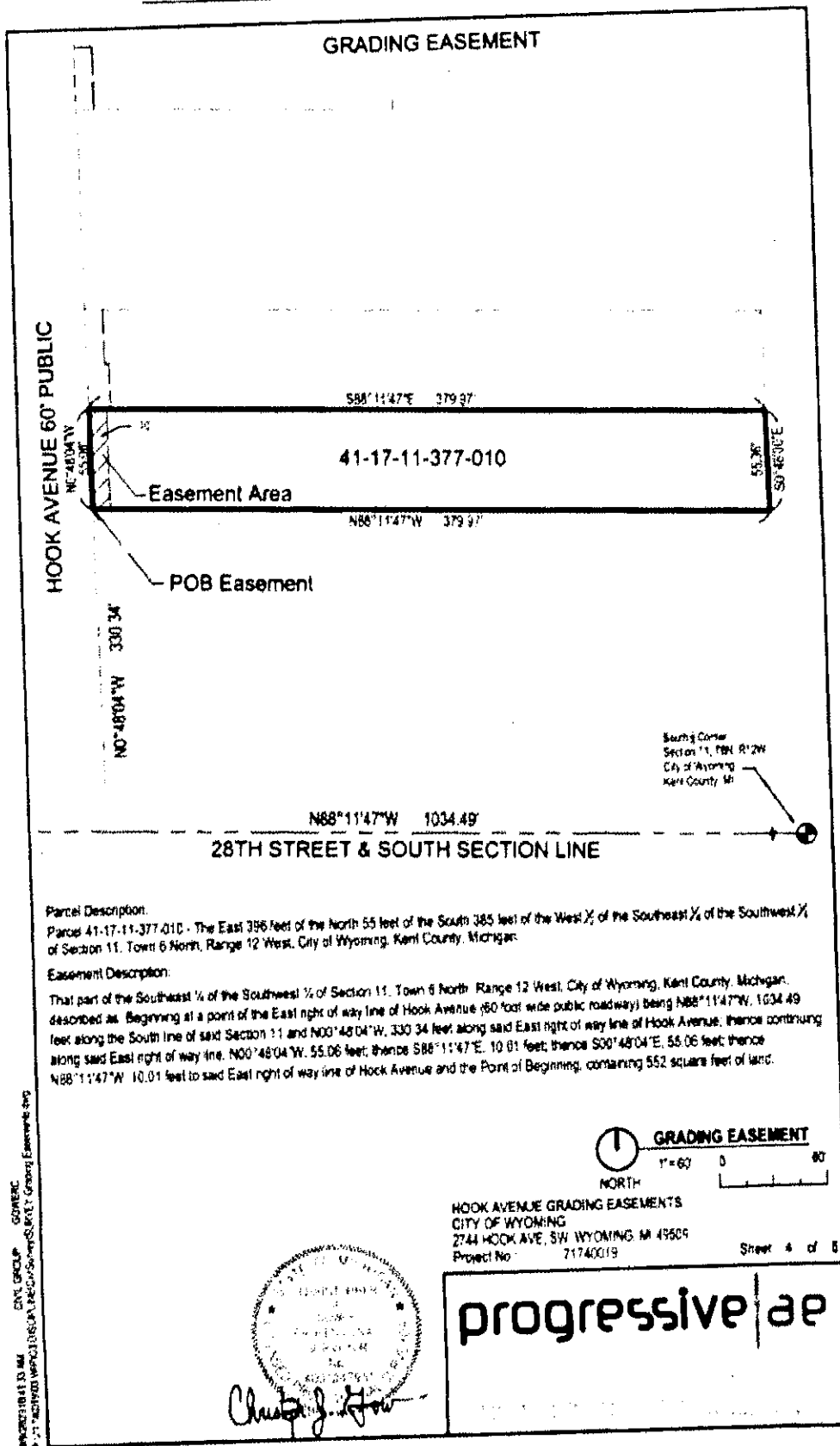
<p>Scott W. Wellman and Sandra K. Wellman, as Co-Trustees of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust</p>  <p>_____ Scott W. Wellman</p>	<p>STATE OF MICHIGAN COUNTY OF KENT</p> <p>Acknowledged before me in Kent County, Michigan, on <u>January 18</u>, 2024, by Scott W. Wellman as Co-Trustee of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust.</p>  <p>_____ <u>Jill Beltman</u>, Notary Public <u>Kent</u> County, <u>MI</u> Acting in Kent County, MI My commission expires: <u>06/13/2029</u></p>
 <p>_____ Sandra K. Wellman</p>	<p>STATE OF MICHIGAN COUNTY OF KENT</p> <p>Acknowledged before me in Kent County, Michigan, on <u>January 23</u>, 2024, by Sandra K. Wellman, as Co-Trustee of the Scott W. Wellman and Sandra K. Wellman Revocable Living Trust.</p>  <p>_____ <u>Jill Beltman</u>, Notary Public <u>Kent</u> County, <u>MI</u> Acting in Kent County, MI My commission expires: <u>06/13/2029</u></p>

Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a).

<p>Drafted by: Scott G. Smith Wyoming City Attorney Wyoming Justice Center 2650 DeHoop Ave SW Wyoming, MI 49509</p>	<p>Legal description prepared by: Progressive AE 1811 4 Mile Rd NE Grand Rapids, MI 49525</p>	<p>When recorded, return to: Kelli A. Vandenberg Wyoming City Clerk Wyoming City Hall 1155 28th St SW Wyoming, MI 49509-0905</p>
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Approved as to form: _____
Scott G. Smith, City Attorney

Exhibit A
Description and Depiction of Temporary Permit Area



City of **Wyoming** Michigan

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

February 5, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-06

Subject: Acceptance of City Center easements

Councilmembers:

We continue to acquire easements needed for the City Center project. I recommend City Council's approval of the following easements:

Grantor: John A. Wilholt Trust
Easement: Temporary grading easement
Parcel #: 41-17-11-376-008
Address: 2727 Hook Ave SW
Consideration: \$1.00

Grantor: John A. Wilholt Trust
Easement: Temporary grading easement
Parcel #: 41-17-11-376-009
Address: 2741 Hook Ave SW
Consideration: \$1.00

I recommend the City Council approve the attached easements prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easement

community • safety • stewardship

CITY COUNCIL

Robert Arnolds

Tommy Brann

Sheldon DeKryger

Renee Hill

Marissa Postler

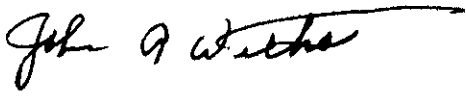
Robert Posterna

Kent Vanderwood, Mayor

TEMPORARY GRADING EASEMENT
2727 Hook Ave SW, PP# 41-17-11-376-008

John A. Wilholt, as Trustee of the John A. Wilholt Trust, under a Trust Agreement dated November 30, 2012, whose address is 307 Thurston St SW, Wyoming, MI 49548, **grantor**, for the consideration of \$1.00, the receipt and adequacy of which is acknowledged, grants and conveys to the **City of Wyoming**, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, **grantee**, a temporary easement to change existing land contours, to remove and/or plant trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required to construct a pedestrian/bicycling pathway within the adjacent Hook Ave right-of-way. Areas disturbed by that work in the will be properly restored with slope to the grade at which that pathway is constructed. The Temporary Easement Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the construction of the pathway, including restoration of the Temporary Easement Area, but not later than December 31, 2025.

<p>John A. Wilhout, as Trustee of the John A. Wilholt Trust</p> 	<p>STATE OF MICHIGAN COUNTY OF KENT</p> <p>Acknowledged before me in Kent County, Michigan, on <u>Jan 25</u>, 2023, by John A. Wilholt, as Trustee of the John A. Wilholt Trust. <u>2024</u></p> <p><u>Rhonda L. Galligan</u> Rhonda L. Galligan, Notary Public Kent County, MI Acting in Kent County, MI My commission expires: <u>11-21-2028</u></p>
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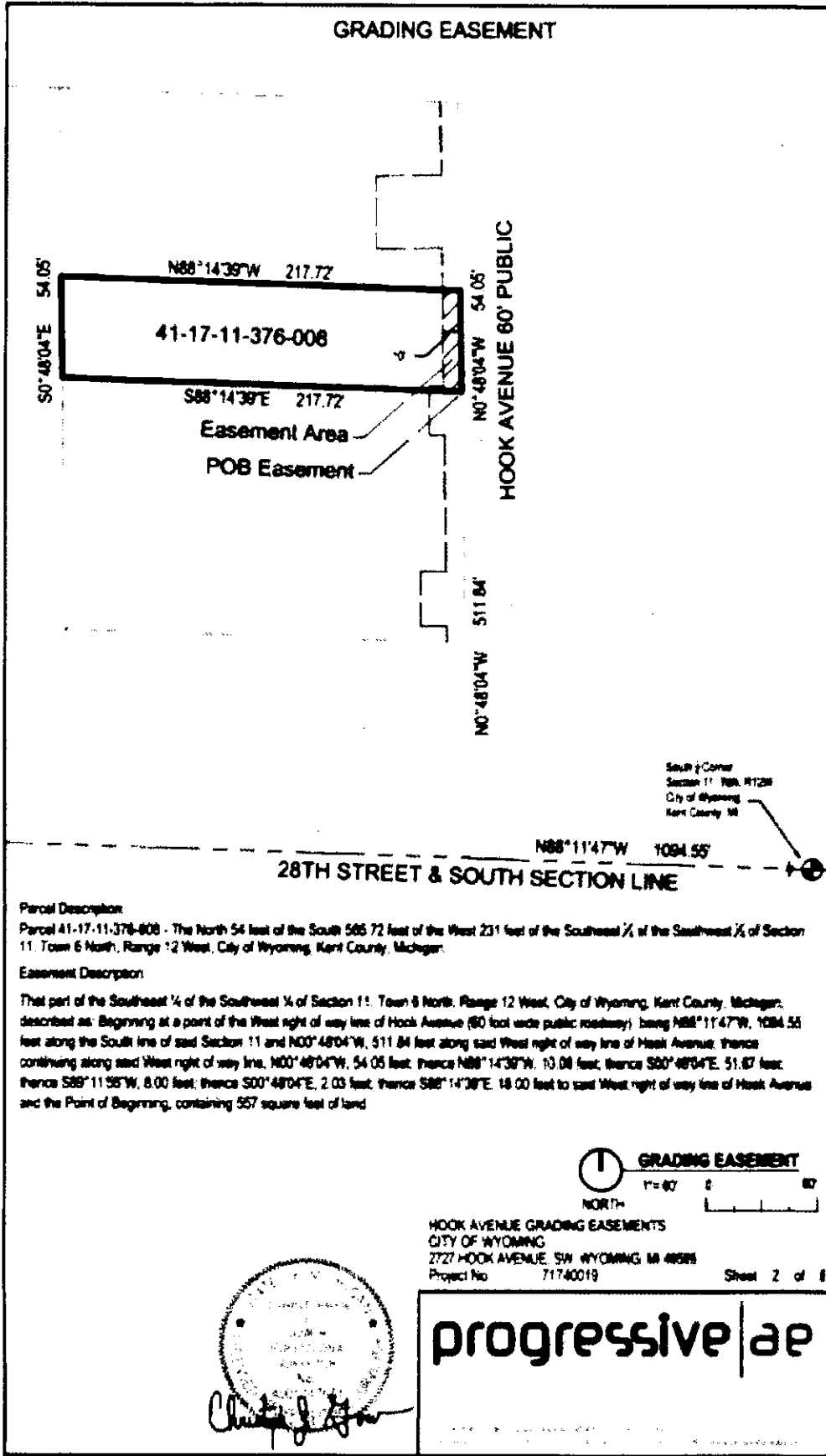
Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a).

<p>Drafted by: Scott G. Smith Wyoming City Attorney Wyoming Justice Center 2650 DeHoop Ave SW Wyoming, MI 49509</p>	<p>Legal description prepared by: Progressive AE 1811 4 Mile Rd NE Grand Rapids, MI 49525</p>	<p>When recorded, return to: Kelli A. VandenBerg Wyoming City Clerk Wyoming City Hall 1155 28th St SW Wyoming, MI 49509-0905</p>
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Approved as to form:

Scott G. Smith, City Attorney

Exhibit A
Description and Depiction of Temporary Permit Area

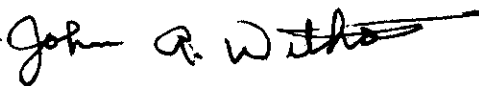


18-02-2104133.A00 CIVIL GROUP GCM/ENC
 P:\1740019\WORK\CD\BLP\18-02-2104133\DWG\18-02-2104133-02.dwg

TEMPORARY GRADING EASEMENT
2741 Hook Ave SW, PP# 41-17-11-376-009

John A. Wilholt, as Trustee of the John A. Wilholt Trust, under a Trust Agreement dated November 30, 2012, whose address is 307 Thurston St SW, Wyoming, MI 49548, grantor, for the consideration of \$1.00, the receipt and adequacy of which is acknowledged, grants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, grantee, a temporary easement to change existing land contours, to remove and/or plant trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required to construct a pedestrian/bicycling pathway within the adjacent Hook Ave right-of-way. Areas disturbed by that work in the will be properly restored with slope to the grade at which that pathway is constructed. The Temporary Easement Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the construction of the pathway, including restoration of the Temporary Easement Area, but not later than December 31, 2025.

<p>John A. Wilhout, as Trustee of the John A. Wilholt Trust</p> 	<p>STATE OF MICHIGAN COUNTY OF KENT</p> <p>Acknowledged before me in Kent County, Michigan, on <u>Jan. 23</u>, 2023, by John A. Wilholt, as Trustee of the John A. Wilholt Trust. 2024</p> <p><u>Rhonda L. Halligan</u> Rhonda L. Halligan, Notary Public Kent County, MI Acting in Kent County, MI My commission expires: <u>11-21-2028</u></p>
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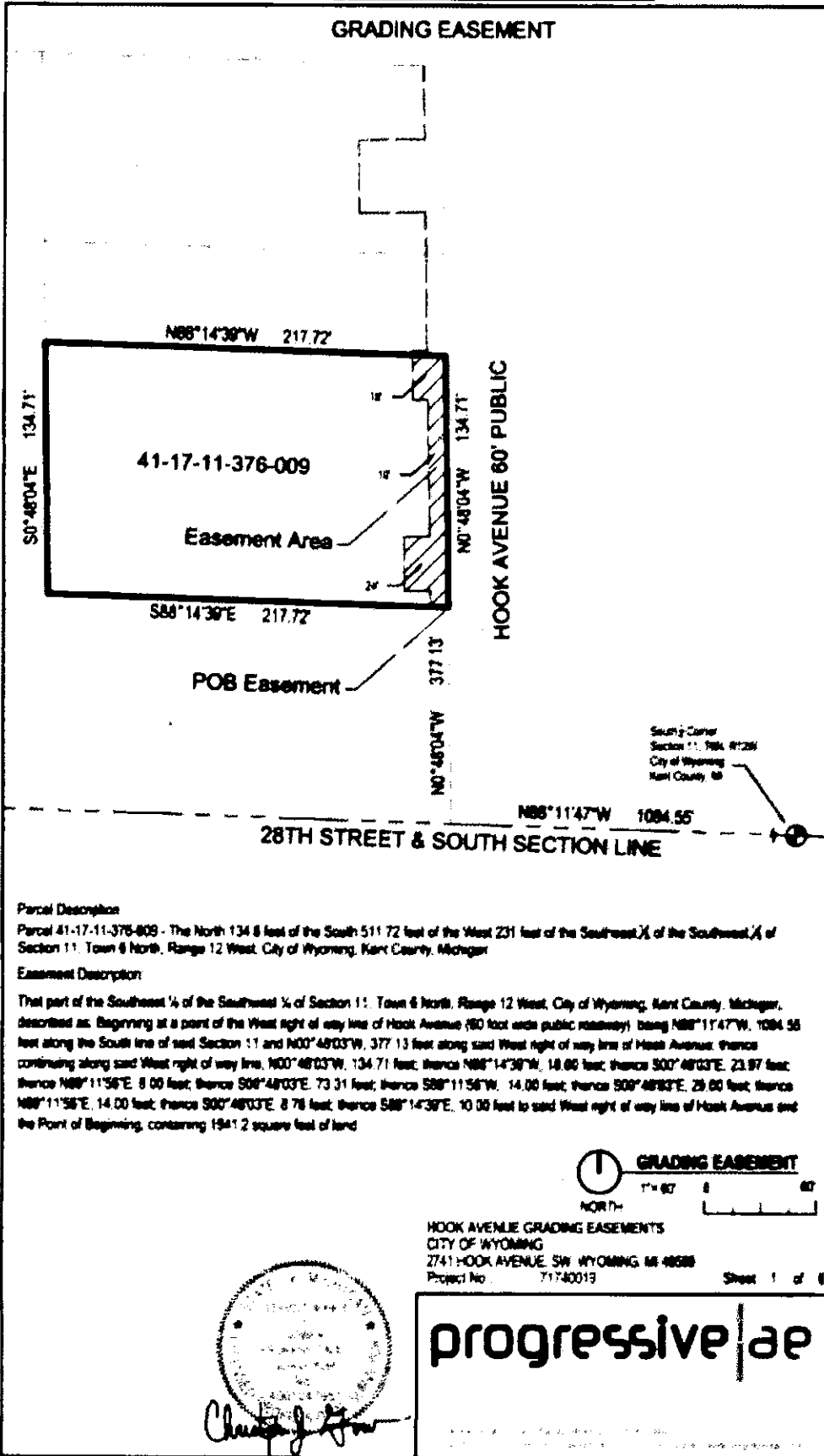
Exempt from state and county transfer tax pursuant to MCL 207.505(a) & MCL 207.526(a).

<p>Drafted by: Scott G. Smith Wyoming City Attorney Wyoming Justice Center 2650 DeHoop Ave SW Wyoming, MI 49509</p>	<p>Legal description prepared by: Progressive AE 1811 4 Mile Rd NE Grand Rapids, MI 49525</p>	<p>When recorded, return to: Kelli A. Vandenberg Wyoming City Clerk Wyoming City Hall 1155 28th St SW Wyoming, MI 49509-0905</p>
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Approved as to form:

Scott G. Smith, City Attorney

Exhibit A
Description and Depiction of Temporary Permit Area

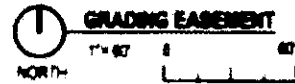


Parcel Description

Parcel 41-17-11-376-009 - The North 134.8 feet of the South 511.72 feet of the West 231 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan

Easement Description

That part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Beginning at a point of the West right of way line of Hook Avenue (60 foot wide public roadway) being N88°11'47\"/>



HOOK AVENUE GRADING EASEMENTS
CITY OF WYOMING
2741 HOOK AVENUE SW WYOMING MI 48308
Project No. 71740013

Sheet 1 of 1



progressive|ae

ENGINEER: 1641133-004
 CIVIL GROUP - GEOMETRIC
 1717 E. 19TH STREET, TROY, MI 48068-1617 • GRADING EASEMENTS

February 5, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24- 07

Subject: Acceptance of 3rd transmission main project easement

Councilmembers:

We continue to acquire easements needed for the 3rd transmission line project. I recommend City Council's approval of the following easement:

Grantor: Daniel & Jody Ter Haar
Easement: Water transmission main blowoff structure easement
Parcel #: 70-12-29-300-010
Address: 13495 VanBuren St
Consideration: \$2,000.00

I recommend the City Council approve the attached easement prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easement

community • safety • stewardship

CITY COUNCIL

Robert Arnos Tommy Brann Sheldon Dekryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor



MEMORANDUM

TO: City of Wyoming - Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: January 24, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

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

Parcel No: 70-12-29-300-010

Daniel & Jody Ter Haar
13495 VanBuren St.
Holland, MI 49424

\$2,000.00

Enclosed is a copy of the signed Water Transmission Main Blowoff Structure 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.

We will record the original Easement Documents with the Ottawa County Register of Deeds and 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 BLOWOFF STRUCTURE EASEMENT

Parcel No. 70-12-29-300-010

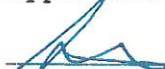
The Grantor, **Daniel A. Ter Haar and Jody L. Ter Haar**, husband and wife, whose address is 13495 Van Buren Street, Holland, MI 49424, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, and conveys to 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, blowoff structure appurtenant to underground water service transmission main that is located on other property as 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, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the blowoff structure located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping 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. 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. 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.
5. 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.

6. 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.

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

Approved as a form:



Scott G. Smith, City Attorney

GRANTOR:



Daniel A. Ter Haar




Jody L. Ter Haar

STATE OF MICHIGAN) Florida
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me in Santa Rosa County, Florida on this 17 day of January 2024, by Daniel A. Ter Haar and Jody L. Ter Haar, husband and wife.



MICHELLE M. BRUNTY
Notary Public
State of Florida
Comm# HH262616
Expires 5/9/2026



Michelle M Brunty Notary Public
State of Michigan, County of Santa Rosa
My Commission Expires: 5/9/2026
Acting in the County of Santa Rosa

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
Wyoming, MI 49509-0905

EASEMENT SKETCH

70-12-29-300-010

EXHIBIT "A"

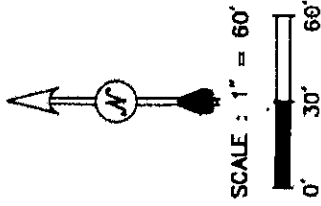
SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHWEST ¼ OF SECTION 29, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING ON THE SOUTH SECTION LINE S88°16'00"E 514.77 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 453.75 FEET; THENCE S88°16'00"E 389.40 FEET; THENCE ALONG THE WEST LINE OF THE CHESAPEAKE AND OHIO RAILROAD ON A 5679.58 FOOT RADIUS CURVE TO THE RIGHT 482.32 FEET, THE LONG CHORD OF WHICH BEARS S18°06'57"E 482.18 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION N88°16'00"W 539.40 FEET TO THE POINT OF BEGINNING.

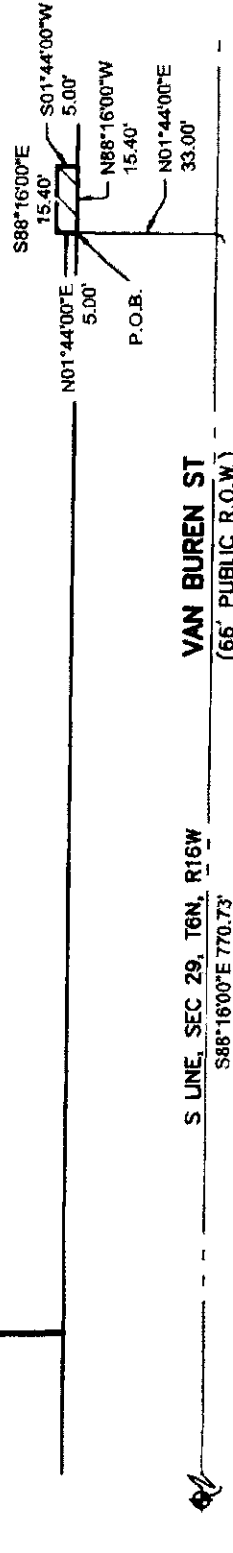
EASEMENT DESCRIPTION

PART OF THE SOUTHWEST ¼ OF SECTION 29, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE S88°16'00"E 770.73 FEET; THENCE N01°44'00"E 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N01°44'00"E 5.00 FEET; THENCE S88°16'00"E 15.40 FEET; THENCE S01°44'00"W 5.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET; THENCE N88°16'00"W 15.40 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.
(77 SQUARE FEET)

-015



PART OF 70-12-29-300-010



SW COR.
SEC 29,
T6N, R15W

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
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 29
TOWN 6 NORTH, RANGE 16 WEST
PORT SHELTON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN
Date : 11/22/2023
Project No. 2180630

February 5, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-08

Subject: Acceptance of 3rd transmission main project easements

Councilmembers:

We continue to acquire easements needed for the 3rd transmission line project. I recommend City Council's approval of the following easements:

Grantor: Lester & Joyce Haveman
Easements: Water transmission main easement, Temporary Construction easement, Settlement, Agreement for Crop Damages, Waiver, and Release
Parcel #: 70-12-36-400-010
Address: Barry Street, Zeeland, MI
Consideration: \$10,301.60 – Easement
 1,545.28 - Temp Permit
 28,377.60 – Crop Settlement
 \$40,224.48 - Total

I recommend the City Council approve the attached easements prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easements

community • safety • stewardship

CITY COUNCIL

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



MEMORANDUM

TO: City of Wyoming – Myron Erickson, Director of Public Works
FROM: Kelly Jacobsen
DATE: January 30, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line – 98th Alignment

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

Parcel No: 70-12-36-400-010

Lester and Joyce Haveman	\$10,301.60 – Easement
230 S. State Street	1,545.28 – Temp Permit
Apt. 150	<u>28,377.60</u> – Settlement
Zeeland, MI 49464	\$40,224.48 – Total

Enclosed is the signed Settlement Agreement, Water Transmission Main Easement, Temporary Construction 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 and return both Easements to us so that we may properly record the Easements with the Ottawa County Register of Deeds. Please also sign the Settlement Agreement as needed. We will forward a copy to the Easements to the property owner and the original to you upon recording.

If you have any questions, please give us 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

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of January 30, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Lester Haveman & Joyce Haveman, husband and wife, 230 S. State Street, Apt. 150, Zeeland, MI 49464, as owner(s) (**Owner**) of property at Barry Street, Zeeland, MI PPN # 70-12-36-400-010 (**Property**).

RECITALS

A. City owns and operates a public water treatment and distribution system comprised of a drinking water intake and treatment facility at 16700 New Holland St, Holland, MI 49424 (the **DWP**), hundreds of miles of distribution mains, pumps, elevated water tanks, valves, booster stations, and other facilities (the **System**) in accordance with applicable laws, rules, regulations, permits, licenses, industry standards, and other requirements and guidelines that serves over 250,000 water users in Kent, Ottawa and Allegan Counties.

B. A state regulatory agency has required City to construct an additional transmission main from the DWP to the System facilities in Kent County necessitating the acquisition of easements in which to construct that transmission main, including an easement on the Property.

C. Construction of the new water transmission main within an easement on the Property will involve extensive excavation within the easement area that will also result in crop damages.

E. The parties are entering into this Agreement to ensure the needed easement is granted to City and issues of compensation paid to Owner for the easement and related construction damage are resolved in a mutually acceptable manner.

TERMS AND CONDITIONS

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

1. On or before January 31, 2024, Owner will convey the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.
3. On or before February 20, 2024, City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$ 40,224.48 as (i) full, just compensation for the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to Owner's property and all other construction-related claims, (iv) any attorney or expert

costs Owner incurred, and (v) any other amounts Owner may claim or seek under applicable law related to City's acquisition or use of the easement.

4. Owner acknowledges such an amount is just compensation for the easement and City owes Owner no other payment or consideration related to the easement or the design, construction, and installation of the water transmission main within the easement.

5. This Agreement shall bind the parties and their successors and assigns.

6. This is the entire agreement between the parties as to its subject. Neither party is relying on representations or promises not included in this Agreement. This Agreement cannot be amended, modified, or altered except in writing signed by both parties.


7. This Agreement was made in and concerns property in Ottawa County, Michigan. It is to be interpreted and enforced pursuant to Michigan law.

8. By Resolution No. _____, adopted February 6, 2023, City Director of Public Works was authorized to sign this Agreement on City's behalf.

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

CITY OF WYOMING

By: _____
Myron Erickson, Director, Public Works



Lester Haveman

Approved as to form:



Joyce Haveman

Scott G. Smith, City Attorney

WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-12-36-400-010

The Grantor, **Lester Haveman & Joyce Haveman, husband and wife**, whose address is 230 S. State Street, Apt. 150, Zeeland, MI 49464

in exchange for the consideration of \$10,301.60, 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

GRANTORS:

Lester Haveman
Lester Haveman

Joyce Haveman
Joyce Haveman

STATE OF MICHIGAN)
)ss.
COUNTY OF Ottawa)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 30th day of January 2024 by Lester Haveman & Joyce Haveman, husband and wife.

KELLY JACOBSEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires June 21, 2024
Acting in the County of Ottawa

Kelly Jacobsen

Kelly Jacobsen Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2024
Acting in the County of Ottawa

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

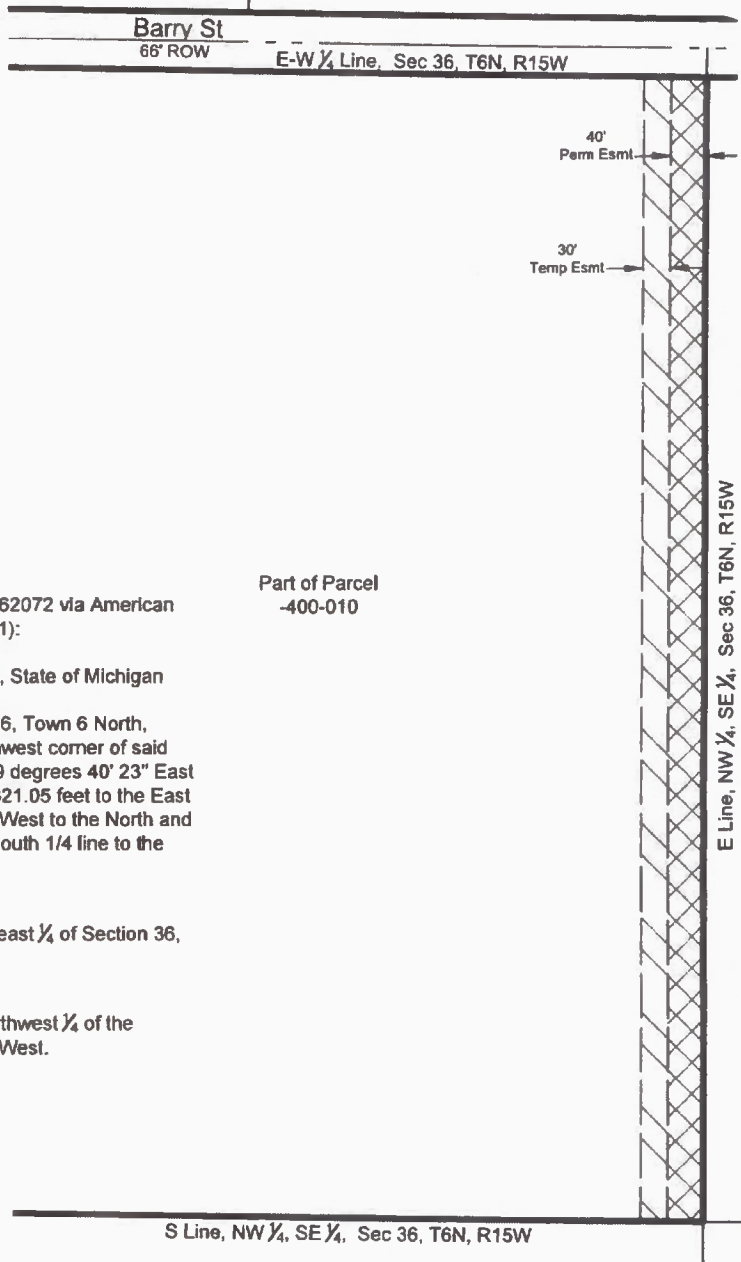
EASEMENT SKETCH

70-12-36-400-010

EXHIBIT "A"



SCALE : 1" = 200'



Subject Parcel Description:
Parcel Description (Per Title Commitment No. GR-162072 via American Land Title Association, effective September 30, 2021):

Part of Parcel
-400-010

Situated in the Township of Olive, County of Ottawa, State of Michigan

The Northwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West, EXCEPT commencing at the Southwest corner of said Northwest 1/4 of the Southeast 1/4; thence South 89 degrees 40' 23" East 247.36 feet; thence North 0 degrees 19' 21" East 1321.05 feet to the East and West 1/4 line; thence North 89 degrees 41' 25" West to the North and South 1/4 line; thence South along said North and South 1/4 line to the Point of Beginning.

Proposed permanent easement description:

The East 40.00 feet of the Northwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West. (51508 square feet)

Proposed temporary easement description:

The West 30.00 feet of the East 70.00 feet of the Northwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West. (38632 square feet)

HOLIDAY - 2023.03.05 C:\preinnewhof - 70-12-36-400-010\HOLIDAY - Jan. 12, 2023 - 11:00am

Prein & Newhof
Engineers - Surveyors - Environmental - Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-8955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
City of Wyoming
Wyoming Treatment Plant
16700 New Holland St
Holland, MI 49424

LOCATED IN : SECTION 36
TOWN 06 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 05/26/2022
Project No. 2180630

PAGE
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-12-36-400-010

The Grantor, **Lester Haveman & Joyce Haveman**, husband and wife, whose address is 230 S. State Street, Apt. 150, Zeeland, MI 49464

in exchange for the consideration of \$1,545.28, 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 temporary construction easement in, on, over, and under the real property which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, for the purposes of constructing, installing, and inspecting an underground water service transmission main and related appurtenances such as manholes, meters, and valves. This easement is subject to the following:

1. When the construction, installation and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to the condition existing immediately before that work. If work occurs at the end of a construction season, restoration will occur when weather conditions are such that it is more likely to be reasonably successful.
2. If crops are damaged due to City work in the Temporary Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.
3. City's rights under this temporary easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
4. This easement shall terminate when the construction, installation and inspection of the water transmission main is completed and Grantor's property, including the Temporary Easement Area is restored.
5. This temporary easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Temporary Easement Area is located.
6. This temporary easement may not be modified in any way except in writing and with the approval of the Wyoming City Council.

[Signed on next page.]

DATED: _____

Approved as a form:

Scott G. Smith, City Attorney

GRANTORS:

Lester Haveman
Lester Haveman

Joyce Haveman
Joyce Haveman

STATE OF MICHIGAN)
)ss.
COUNTY OF Ottawa

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 30th day of January 2024, by Lester Haveman & Joyce Haveman, husband and wife.

KELLY JACOBSEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires June 21, 2024
Acting in the County of Ottawa

Kelly Jacobsen
Kelly Jacobsen Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2024
Acting in the County of Ottawa

[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

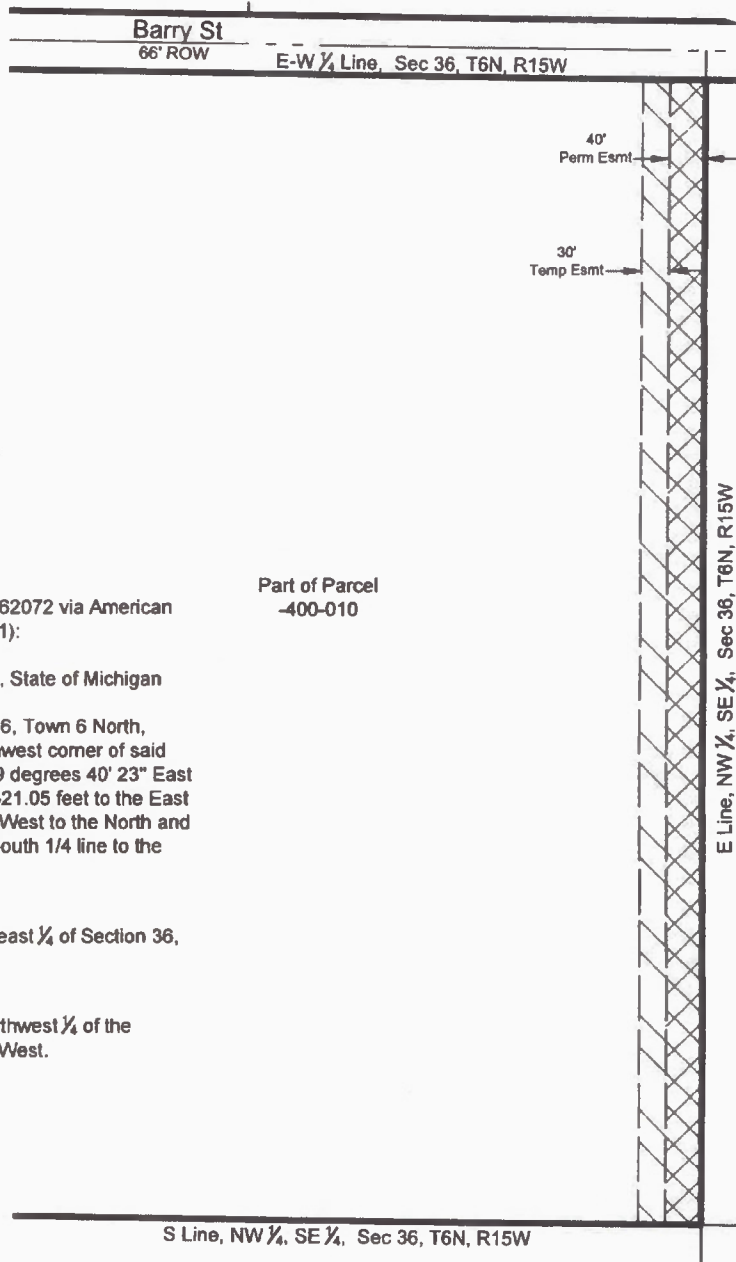
EASEMENT SKETCH

70-12-36-400-010

EXHIBIT "A"



SCALE : 1" = 200'



Subject Parcel Description:

Parcel Description (Per Title Commitment No. GR-162072 via American Land Title Association, effective September 30, 2021):

Part of Parcel
-400-010

Situated in the Township of Olive, County of Ottawa, State of Michigan

The Northwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West, EXCEPT commencing at the Southwest corner of said Northwest 1/4 of the Southeast 1/4; thence South 89 degrees 40' 23" East 247.36 feet; thence North 0 degrees 19' 21" East 1321.05 feet to the East and West 1/4 line; thence North 89 degrees 41' 25" West to the North and South 1/4 line; thence South along said North and South 1/4 line to the Point of Beginning.

Proposed permanent easement description:

The East 40.00 feet of the Northwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West. (51508 square feet)

Proposed temporary easement description:

The West 30.00 feet of the East 70.00 feet of the Northwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West. (38632 square feet)

HOLLAND - 2006030 - C:\exam\m\l\g - 010 INVENTORY - Jan, 12 2003 - 11:10am

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
Wyoming Treatment Plant
16700 New Holland St
Holland, MI 49424

LOCATED IN : SECTION 36
TOWN 06 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 05/26/2022
Project No. 2180630

PAGE
1 OF 1

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF ROBERT LAPLACA
AS A MEMBER OF THE ZONING BOARD OF APPEALS
FOR THE CITY OF WYOMING

WHEREAS:

1. Robert LaPlaca has submitted an application requesting appointment to the Zoning Board of Appeals for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2026, on the Zoning Board of Appeals.
3. City Council wishes to appoint Robert LaPlaca as a member of the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Robert LaPlaca as a member of the Zoning Board of Appeals for the term ending June 30, 2026.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT TENTATIVE APPROVAL
FOR MALTA WOODS PLAT

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Malta Woods subdivision will provide 15 residential lots to complement this endeavor.
2. The proposed subdivision complies with the City's Master Plan, Zoning Ordinance and Subdivision Ordinance.
3. The Planning Commission recommended preliminary plat tentative approval of the proposed subdivision at its January 16, 2024 meeting subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Preliminary Plat Tentative Approval for Malta Woods is granted subject to the following two conditions to be met before final approval of this preliminary plat:
 - 1) The applicant will work with the City's Engineering Office to address all comments made in their Dec 28th review, noted below:
 - a. Applicant shall ensure that the detention or retention basin be appropriately sized to meet stormwater requirements; the basin must be designed for ease of access.
 - b. Applicant shall provide proposed sewer depths; deep stormwater sewers may require wider easements than proposed.
 - 2) The applicant will work with the City's Fire Dept. to address all comments made in their Dec 18th review, noted below:
 - a. Applicant will verify posting of address for 3841 56th St as access is changing to Malta St via the proposed new driveway.

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 February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

January 29, 2024

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for Preliminary Plat- Tentative Approval for Malta Woods located at 3845 56th Street SW (Section 32) (Matthew and Michael Langenberg)

Recommendation: To approve the subject plat request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on January 16, 2024. A motion was made by Van Duren, supported by Randall, to approve the request for Preliminary Plat Tentative Approval for Malta Woods subject to conditions 1-2 and recommend the same to City Council. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

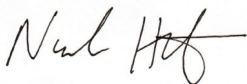
The petitioner proposes 15 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The lot is currently zoned Estate Residential and contains one single family home.

The platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was granted by Planning Commission on January 16, 2024.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Respectfully submitted,



Nicole Hofert, Director
Community and Economic Development Department

community • safety • stewardship

CITY COUNCIL

Cc: John Shay, City Manager

A motion was made by Zapata, supported by Hall, to grant site plan approval.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request for Preliminary Plat tentative approval at 3841 and 3845 56th St SW (Section 32)(Matthew Langenberg & Michael Langenberg)

Blair explained that the site is zoned ER, Estate Residential, and will be developed to R-1 standards. He said the plat area is currently utilized as a single-family lot and outlined the various uses of the surrounding land.

Blair said the applicant is requesting to develop an existing single-family lot into a new residential subdivision. The site will include 15 new single-family lots that will be served by a public cul-de-sac road and public utilities. The platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation, and street layout, with preliminary engineering. The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat. The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development. The proposed lots have been developed to R-1 zoning standards. Minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf	10,066 sf – 19,937 sf
Lot Width	75 ft.	75 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.
Side Setback (each)	8 ft.	10 ft.
Side Setback (total)	20 ft.	20 ft.

Blair explained that during the prior submission of this plat, the developer had conversations with the property owner at 3841 56th St to negotiate elements of an easement which would be needed for the plat. In the end, they purchased the property at fair market value to resolve the question of the easement. Currently, the applicant is proposing a change of driveway location, placing the access to this adjacent property along the newly formed Malta St. This is to be revised and verified by the applicant as part of this platting process; this is noted in condition 2a. Secondly, as noted by the Engineering office, lot layouts are finalized during the preliminary plat tentative approval process. Therefore, it is important to check that the areas allotted for stormwater detention and easements are sized appropriately; this is identified in both condition 1a. and condition 1b. Further, regarding elements of the site, the developer has stated that they will be providing street trees along the length of the cul-de-sac, as well as sidewalks in addition

to their commitment to leaving the foliage around the exterior of the site, for use as a natural buffer. Additionally, the area of the plat in the north-west corner will be left open as a stormwater detention pond, which doubles as open green space. Lastly, after discussions with the City's Engineering office, it has been determined that a traffic study is not going to be required of the developer.

Blair said that The Development Review Team recommends the Planning Commission grant Preliminary Plat-Tentative Approval for Malta Woods and recommends the same to the City Council subject to conditions 1-2 below:

- 1.) The applicant will work with the City's Engineering Office to address all comments made in their Dec 28th review, noted below:
 - A. Applicant shall ensure that the detention or retention basin be appropriately sized to meet stormwater requirements; the basin must be designed for ease of access.
 - B. Applicant shall provide proposed sewer depths; deep stormwater sewers may require wider easements than proposed.
- 2.) The applicant will work with the City's Fire Dept. to address all comments made in their Dec 18th review, noted below:
 - A. Applicant will verify posting of address for 3841 56th St as access is changing to Malta St via the proposed new driveway.

Micele opened the public hearing at 7:34 PM.

Dan Wright, resident at 3795 56th St, spoke to commissioners and asked them to consider the traffic on 56th St. He said 56th is already so busy and is afraid for his children's safety.

Jerry Wilcox, resident at 3809 56th St, spoke next and said he was not for this project. It was previously only 5 or 6 houses going in now it's 15 lots. Trees have been cut down and now lights from water tower shine into their properties. He understood it is 60' at the frontage and the map was showing only 48'. Additionally, he was worried about the maintenance for the 10' easement as well. He agreed with Dan Wright that the traffic is horrendous. He also said he is concerned about a water line that goes through to the back of house that used to be there and what would happen to the water line and whether it would affect the neighbors. In conclusion he said it's too many houses for small property and will bring value of the houses around down.

Public hearing was closed at 7:38 PM

Paul Henderson, Roosien & Associates introduced himself, mentioning that previously the project was at the step where they were submitting for Final Preliminary Plat approval, and they had some issues with a neighbor's driveway. The City's Engineer wanted the driveway to be realigned to the new access street instead of 56th Street. Through some negotiations the developer purchased the property from that neighbor. That purchase allowed an extra lot to be added and therefore, the increase in houses and that is why they had to return and present their

updated site plan for approval.

A motion was made by VanDuren, supported by Randall, to grant Preliminary Plat-Tentative Approval for Malta Woods and recommends the same to the City Council subject to conditions 1-2.

Weller wanted to verify that the last time this project was brought up it was for 14 lots, which Hofert responded to affirmative, and that now there's 1 additional lot.

Hall mentioned the traffic concerns of the residents and asked for the City's thoughts on that.

Hofert responded that our Engineering dept has looked at the 56th St stretch multiple times and it's only at a fraction of its current capacity. The road is designed for much more traffic than it takes. Hofert said that it is anticipated that 56th will have a full widening project at some point and time. A lot of the traffic on 56th is inflow from Byron Center and other communities coming into Wyoming. City staff will continue to monitor this situation.

Gilreath-Watts asked about the water line issue.

Hofert responded that the water line issue will be worked out with the City's engineering department. Its relocation or removal would be worked out between the civil engineering department and the City's engineering department.

A vote on the motion carried out unanimously.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Learning & Growth

VanDuren introduced Officer Jason Caster, and also gave the opportunity for Smart to speak in regards to Crime Prevention Through Environmental Design. Officer Caster gave a short presentation and said they conduct site assessments of businesses and schools, when requested, and then provide a report with suggestions on how they can better their sites through lighting, landscaping, and signage to deter crime.

PUBLIC COMMENT



INTRICATE DESIGN

BUILDING & REMODELING SOLUTIONS

PROJECT DESCRIPTIONS

MALTA WOODS

RESIDENTIAL PLAT

Objective:

Malta Woods Residential Plat is a proposed 15-unit single family plat. It will be served by a public road. Said development shall conform to the minimum specifications as set forth in City of Wyoming's Zoning Ordinance.

Zoning and Use:

The parcel is currently zoned R-1 Residential District. There is no proposed change to the zoning. All lots will meet or exceed the lot minimums as noted on the site plan.

Access:

Access for the lots will be provided for by a public road. This public road is contained in a 60' right of way and will be constructed to City of Wyoming's public road standards. The length of the road is 691 In ft.

Sewer and Portable Water:

Each newly created lot will be serviced by public water and sewer as approved by the City of Wyoming.

Storm Water Management:

The storm water from the lots and road will be collected in a public storm sewer system and discharged to the detention basin for the development. The storm water management system will be designed in accordance with City of Wyoming's storm water ordinance.

Matthew Langenberg

dotloop verified
12/14/23 12:40 PM EST
FLMH-UBK9-VD6P-WYQ9

Matthew Langenberg, Intricate Design Building



Know what's below. Call before you dig.

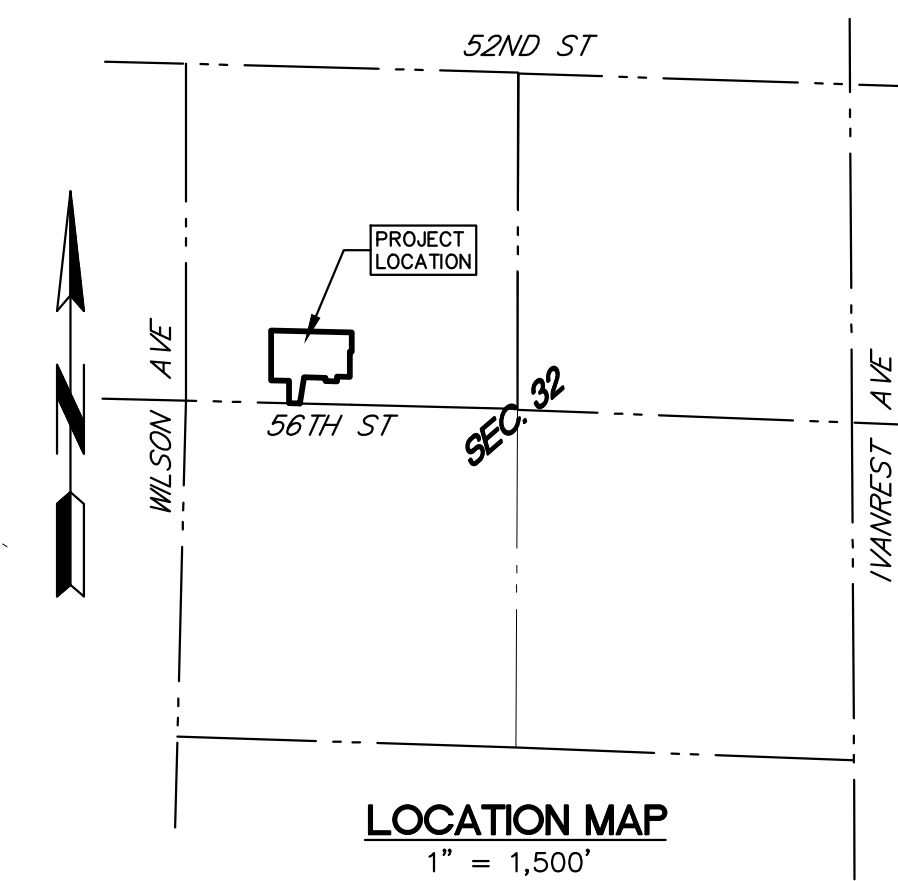
BENCHMARK #1 ELEV. = 733.88
NAIL IN SOUTH SIDE OF POWER POLE
LOCATED APPROXIMATELY 1'± WEST OF
SOUTH SOUTHWEST PROPERTY CORNER
(N.A.V.D. 88)

BENCHMARK #2 ELEV. = 741.85
RAILROAD IN EAST SIDE OF POWER POLE
LOCATED APPROXIMATELY 197'± SOUTHWEST
OF EAST PROPERTY CORNER (N.A.V.D. 88)

"MALTA WOODS" PLAT

5500 WILSON AVE SW
41-17-32-100-103
CITY OF GRANDVILLE
UNPLATTED

ZONED: ER
USE: SINGLE FAMILY

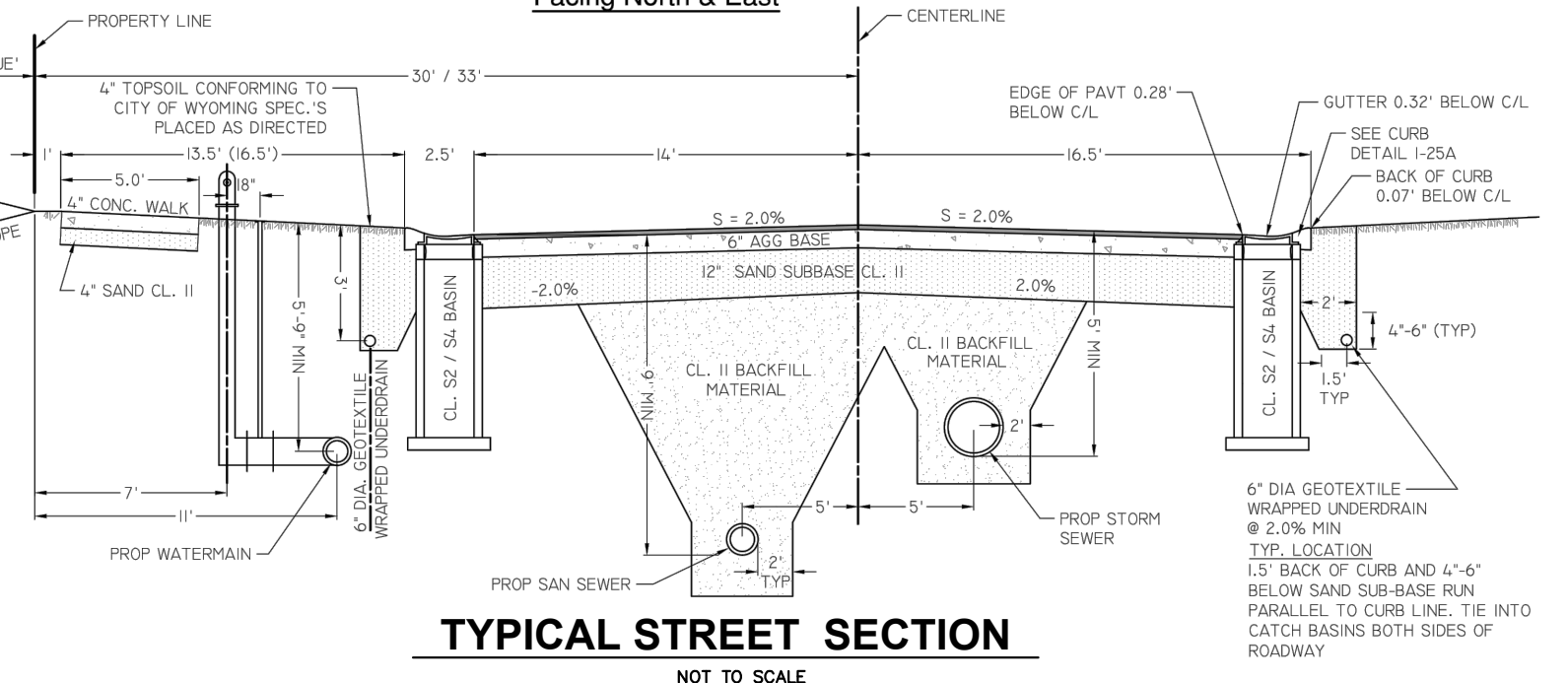
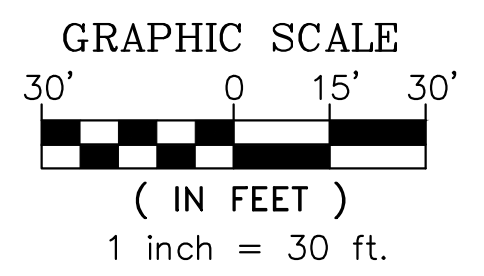


SITE PLAN NOTES:

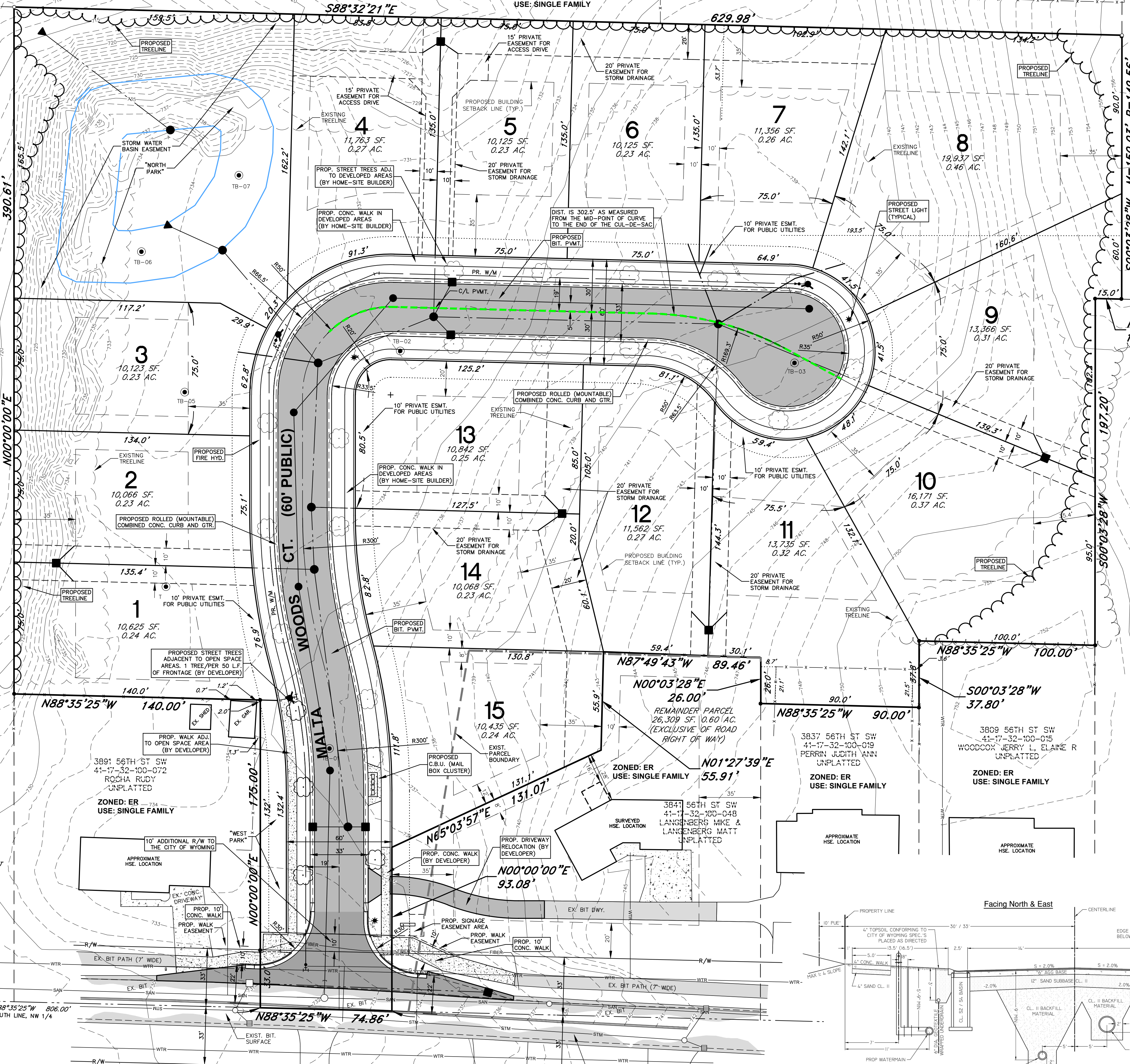
- APPLICANT: MATT LANGENBERG, INTRICATE DESIGN BUILDING & REMODELING LLC, 3845 56TH ST SW, WYOMING, MI 49418
- PARCEL ID: 41-17-32-100-071 & 41-17-32-100-048
- ADDRESS: 3845 & 3841 56TH ST SW, WYOMING, MI 49418
- EXISTING USE: SINGLE FAMILY RESIDENTIAL
- PROPOSED USE: SINGLE FAMILY RESIDENTIAL - PLATTED SUBDIVISION
- PLAT AREA: 5.83 GROSS ACRES (INCLUDING 56TH ST. R/W), 5.76 NET ACRES (EXCLUDING 56TH ST. R/W)
- EXISTING ZONING: R-1 (RESIDENTIAL DISTRICT)
 - MIN. LOT WIDTH: 75 FT
 - MIN. LOT AREA: 10,000 S.F.
 - MIN. FRONT SETBACK (PRIMARY): 35 FT
 - MIN. FRONT SETBACK (SECONDARY): 20 FT
 - MIN. SIDE SETBACK: 8 FT (20' tot)
 - MIN. REAR SETBACK: 35 FT
 - MAX. BUILDING HEIGHT: 35 FT
 - MIN. BUILDING SIZE: 1,280 S.F. (1 sty)
 - MAX. LOT COVERAGE: 35%
- DENSITY:
 - A. GROSS DENSITY: 15 SINGLE-FAMILY LOTS / 5.83 ACRES = 2.57 LOTS PER AC.
 - B. NET DENSITY (MINUS PROP. ROAD R/W): 15 LOTS / 4.86 ACRES = 3.09 LOTS PER AC.
- UTILITIES: THE PROPOSED DEVELOPMENT WILL BE SERVED BY PUBLIC SANITARY SEWER AND WATERMAIN
- SURFACE WATER DRAINAGE: THE STORM WATER RUN-OFF WILL BE COLLECTED IN THE PROPOSED STORM SEWER DETENTION BASIN AND DISCHARGED OFF-SITE AT A RESTRICTED RATE
- STREET LIGHTING: THE PROPOSED STREET LIGHTING AS SHOWN SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS - TRAFFIC DIVISION
- PROJECT SIGNAGE: THERE IS A PROJECT SIGN PROPOSED IN THE OPEN SPACE AREA AT THE MOST SE'LY PART OF THE SITE
- STREET: THE PROPOSED PUBLIC STREET SHALL BE IN COMPLIANCE WITH THE CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS.
- FLOODPLAIN: ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 2601110010C, DATED 9-2-1982, NOT PRINTED (No Digital Data available)
- LANDSCAPING: IT IS PROPOSED TO PLANT STREET TREES AS THE UNITS ARE CONSTRUCTED AT 50' MIN. SPACING. STREET TREES ADJACENT TO OPEN SPACE SHALL BE DEVELOPER RESPONSIBILITY.
- WETLANDS: ACCORDING TO THE NATIONAL WETLANDS INVENTORY WEBSITE, THERE DOES NOT APPEAR TO BE ANY REGULATED WETLANDS WITHIN THE PROJECT AREA.
- OPEN SPACE AREA: "PARKS" AREAS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

LEGEND

- EXISTING CONTOUR LINE
- EXISTING BIT. PAVEMENT
- PROPOSED BIT PAVEMENT
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED STREET TREES (SPACED AT 50' MIN.)



TYPICAL STREET SECTION NOT TO SCALE



- ### LEGEND
- IRON STAKE - SET
 - WOOD STAKE
 - RECORDED DIMENSION
 - PLATTED DIMENSION
 - MEASURED DIMENSION
 - CENTER LINE
 - CORNER ON CONCRETE
 - EDGE OF BITUMINOUS
 - EDGE OF CONCRETE
 - EDGE OF GRAVEL
 - GROUND ELEVATION
 - FLOW LINE OF GUTTER
 - OVERHEAD ELEC./UTILITY LINE
 - LIGHT POLE
 - EX. CONTOUR LINE
 - FENCE LINE
 - CONC. DRIVEWAY
 - BITUMINOUS PAVEMENT
 - PROPERTY LINE ENCROACHMENT
 - UTILITY
 - ELEC. RETAINING WALL
 - PROPERTY LINE
 - PAVEMENT
 - W.S. - WATER SERVICE LATERAL
 - BM - BENCHMARK
 - W.V. - WATER VALVE
 - HYD. - FIRE HYDRANT
 - CB - CATCH BASIN
 - MH - MANHOLE

56th STREET (66' WIDE)

WILSON AVE.

REVISIONS:

DATE: MAY 23, 2022

REVISIONS:

June 9, 2022 - Rev. Per City Comments

June 21, 2022 - Rev. Per City Comments

December 13, 2023 - Added Lot

DRAWN BY: JEP

APPROVED BY: RGH

ROOSTER & ASSOCIATES
SURVEYING AND ENGINEERING
6055 PLUMMER AVE. SE
GRAND RAPIDS, MI 49502
(616) 961-7250
FAX: (616) 961-1822

CLIENT: PRELIMINARY PLAT "MALTA WOODS" PLAT PART OF SECTION 32, T6N, R12W CITY OF WYOMING, KENT COUNTY, MI

PROJECT NO. 211267

C-101

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE 1803 HOLLIDAY DRIVE EROSION
STABILIZATION PROJECT AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On January 16, 2024, the City received two (2) bids for the proposed project.
2. As detailed in the staff report, it is recommended the City Council award the bid to the low bidder, Quantum Construction for \$43,570.
3. It is further recommended the City Council authorize \$5,000 for contingency.
4. Funds are available in the Capital Improvement Fund account number 400-441-45200-972.452.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid for the 1803 Holliday Drive Erosion Stabilization Project from Quantum Construction for \$43,570.
2. The City Council authorizes \$5,000 for contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

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 February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract Form

Resolution No. _____

STAFF REPORT

Date: January 16, 2024

Subject: Award of Bid for the 1803 Holliday Drive Erosion Stabilization Project

From: Grant Simons, Civil Engineer

Date of Meeting: February 5, 2024

RECOMMENDATION:

It is recommended that City Council award a bid to Quantum Construction for the 1803 Holliday Drive Erosion Stabilization Project in the amount of \$43,570 and approve a \$5,000 contingency for a total of \$48,570.

COMMUNITY, SAFETY, STEWARDSHIP:

Stabilizing eroding streams is oftentimes necessary to prevent damage to nearby properties and protect stream health.

DISCUSSION:

A small stream flows through 1803 Holliday Drive before draining into Buck Creek, and this stream erodes the streambanks and yard when flow is high. Wyoming-owned storm sewers in 44th Street drain into the stream and contribute a significant portion of the stream's flow, therefore Wyoming is responsible for helping to prevent erosion from the stream.

Rock armor and erosion control blanket will be installed in the channel to prevent future erosion.

BUDGET IMPACT:

Wyoming received two (2) bids for the 1803 Holliday Drive Erosion Stabilization Project. The bids are summarized in the table below. The low bid was submitted by Quantum Construction in the amount of \$43,570.

Item Description	Quantum Construction Price	Katerberg-Verhage Price
Mobilization	\$4,850	\$21,550
Stream bypass, dewatering, and SESC for discharge water	\$8,020	\$16,890
Concrete structure removal	\$4,500	\$13,250
Riprap, stone, and erosion control blanket installation	\$17,500	\$34,975
Seeding and restoration	\$8,700	\$11,725
TOTAL	\$43,570	\$98,390

Construction Contract:	\$43,570
<u>Contingency Budget:</u>	<u>\$ 5,000</u>
Total:	\$48,570

The total cost for this project, including a \$5,000 contingency budget, is \$48,570. Sufficient funds are available in the Capital Improvement Fund account number 400-441-45200-972.452.

CONTRACT FORM

Page 1 of 2

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 the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for 1803 Holliday Drive Erosion Stabilization

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:

Quantum Construction Company
LEGAL NAME OF COMPANY

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

Corporation, 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

PO Box 321
ADDRESS

<u>Douglas</u>	<u>MI</u>	<u>49406</u>
CITY	STATE	ZIP CODE

Physical Address: 2767 Bluestar Hwy, Fennville MI 49408

“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. 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.

CONTRACT FORM, CONTINUED

Page 2 of 2


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: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: 

Signature of Bidder

Mel Plockmeyer
Printed Name of Bidder

President
Title

Date signed: 1/22/2024

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE MALLARDS COVE
SANITARY SEWER REPLACEMENT PROJECT AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On January 16, 2024, the City received one (1) bid for the proposed project.
2. As detailed in the staff report, it is recommended the City Council award the bid to the low bidder, Quantum Construction for \$292,700.
3. It is further recommended the City Council authorize \$30,000 for contingency.
4. Funds are available in the Sewer Fund account number 590-441-54400-972.544.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid for the Mallards Cove Sanitary Sewer Replacement Project from Quantum Construction for \$292,700.
2. The City Council authorizes \$30,000 for contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

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 February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract Form

Resolution No. _____

STAFF REPORT

Date: January 16, 2024

Subject: Award of Bid for the Mallards Cove Sanitary Sewer Replacement Project

From: Grant Simons, Civil Engineer

Date of Meeting: February 5, 2024

RECOMMENDATION:

It is recommended that City Council award a bid to Quantum Construction for the Mallards Cove Sanitary Sewer Replacement Project in the amount of \$292,700 and approve a contingency of \$30,000 for a total of \$322,700.

COMMUNITY, SAFETY, STEWARDSHIP:

Maintaining the sanitary sewer system is important for protecting public health and the environment.

DISCUSSION:

A section of sanitary sewer within the Mallards Cove Condominiums cul-de-sac is currently at risk of failure and needs to be replaced. The deficient sanitary sewer is near a small channel, so groundwater is expected to be high in the area. In order to access the deficient sewer, the channel will be dewatered. While the channel is dewatered, built-up sediment will be removed from the channel and upstream storm sewer to improve drainage capacity and potentially decrease the prevalence of toxic algae in the channel during the summer.

BUDGET IMPACT:

Wyoming received one (1) bid for the Mallards Cove Sanitary Sewer Replacement Project. The bid is summarized in the table below. The low bid was submitted by Quantum Construction in the amount of \$292,700.

Item Description	Quantum Construction Price
Mobilization	\$11,000
Minor Traffic Control	\$9,200
Dam, dewater, and dredge sediment from the channel. Bypass storm sewer flow, and jet sediment from upstream storm sewer as shown on plans.	\$93,500
Replace sanitary sewer and maintain resident access around trench.	\$132,000
Restoration (lawn, concrete, pavement, landscaping, etc.)	\$47,000
TOTAL	\$292,700

Construction Contract:	\$292,700
<u>Contingency Budget:</u>	<u>\$ 30,000</u>
Total:	\$322,700

The total cost for this project, including a \$30,000 contingency budget, is \$322,700. Sufficient funds are available in the Sewer Fund account number 590-441-54400-972.544.

CONTRACT FORM

Page 1 of 2

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 the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for Mallards Cove Sanitary Sewer Replacement Project

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:

Quantum Construction Company
LEGAL NAME OF COMPANY

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

Corporation, 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

PO Box 321
ADDRESS

<u>Douglas</u>	<u>MI</u>	<u>49406</u>
CITY	STATE	ZIP CODE

Physical Address: 2767 Bluestar Hwy, Fennville MI 49408

“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:
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.

CONTRACT FORM, CONTINUED

Page 2 of 2

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: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: 

Signature of Bidder

Mel Plockmeyer
Printed Name of Bidder

President
Title

Date signed: 1/22/2024

RESOLUTION NO. _____

RESOLUTION TO ENGAGE STOUT RISIUS ROSS, LLC FOR APPRAISAL
SERVICES FOR 2150 METRO LN SW PROPERTY TAX APPEAL

WHEREAS:

1. The owner of the hotel facility at 2150 Metro Ln SW has appealed to the Michigan Tax Tribunal (MTT) the 2023 taxable value for the property.
2. About \$1.3M in taxable value is in dispute.
3. Fair property taxation requires taxable values to be in appropriate relation to the true cash value of the property subject to constitutional and statutory limitations.
4. The City Attorney and City Assessor recommend engaging an appraiser to determine the true cash value of the property as needed to meet the valuation disclosure exchange dates set by the MTT.
5. Stout Risius Ross, LLC submitted a proposal to provide an appraisal report, other consulting services, and testify, if needed, in depositions or at the MTT hearings related to these tax appeals.
6. Sufficient funds are available in the Assessing-Professional Services fund – 101-209-200900-801.000 – to cover the anticipated costs.

NOW, THEREFORE BE IT RESOLVED:

1. The proposed appraisal services contract with Stout Risius Ross, LLC to provide an appraisal report for the 2023 tax year and provide other professional services as needed is approved and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, 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 February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Appraisal Services Contract

Resolution No. _____

STAFF REPORT

Date: January 23, 2024
Subject: Appraisal contract for 2150 Metro LN SW
From: Scott Engerson, City Assessor
Meeting Date: February 5, 2024

BACKGROUND:

The owner of 2150 Metro Ln SW (Kentwood Hotel & Suites, Inc.) appealed to the Michigan Tax Tribunal (MTT) its 2023 taxable value.

To adequately defend this appeal and protect its assessments of other similar facilities, the city will need an experienced valuation expert. Stout Risius Ross, LLC was recommended by the city's outside legal counsel on this matter. Services will include consultation, preparation of an appraisal report, and preparing for and testifying at the MTT hearing.

RECOMMENDATION:

Adopt the Resolution to Stout Risius Ross, LLC for appraisal services for 2150 Metro Ln SW property tax appeal.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Defense of the tax appeal will help the city to ensure property tax assessments are fair for all.

Safety – The resolution will have no impact on safety.

Stewardship – Defense of the tax appeal preserves the property tax base for the city and other property taxing units.

BUDGET IMPACT:

The Assessor's professional services fund has adequate funds to pay for the appraisal services.

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

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

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

Deliverables means the work product of Professional's services as detailed in the Proposal principally comprised of appraisal documents.

Effective Date means February 6, 2024.

Professional means Stout Risius Ross, LLC, d/b/a Stout, a Michigan limited liability company with a local address of 99 Monroe Ave NW, Suite 200, Grand Rapids, MI 49503.

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.

Proposal means Professional's proposal dated January 18, 2024 attached as Exhibit B.

Services or *Work* means the appraisal services described and specified in the Proposal and any additional services such as preparation for and testifying at a Michigan Tax Tribunal proceeding and/or review of and consultation concerning valuation documents prepared by the opposing party.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A that have been modified to incorporate some terms proposed by Professional.

TERMS AND CONDITIONS

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

1. Contractor will perform the Services and provide the deliverables as detailed in the Proposal. Proposal states the Appraisal Report will be delivered prior to April 19, 2024. A complete draft of the Appraisal Report will be delivered to City by **April 4, 2024** to provide time to review the draft Appraisal Report and make any necessary corrections or other changes before the valuation disclosure deadline.
2. City will pay the Professional in accordance with the Proposal and Standard Terms.
3. Professional represents and warrants Professional is complying with and will comply with the Standard Terms. Though reference is made in the Proposal, the "Stout Professional Terms" will not apply to this Contract.
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk


Date signed: _____, 2024

Approved as to fc



Scott G. Smith, City Attorney

Stout Risius Ross, LLC

By: 

Kevin Kernen, MAI

Date signed: January 24, 2024

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Professional attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Professional and Professional's personnel will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. **Use Limits.**

A. Professional's verbal conclusions and deliverables may only be used by City for the purposes expressly stated in the Proposal, and are in no way intended for, nor may they be relied upon by or disclosed to, any other person or entity, or used for another purpose, without Professional's prior written consent.

B. Upon full payment of all amounts due under this Contract, City will have all right, title and interest in the Deliverables, except as set forth below. Professional retains sole, exclusive ownership of all right, title and interest in Professional's work papers, proprietary information, processes, methodologies, know-how, and software, including any information existing before providing the Services and to the extent such information is of general application, anything which Professional may discover, create or develop while providing the Services (collectively, "Professional's Property"). To the extent the Deliverables contain Professional's Property, Professional grants City a non-exclusive, non-assignable, royalty-free license to use it in connection with the Michigan Tax Tribunal matter for which City engages Professional and for no other or further use without Professional's prior written consent.

3. **Qualifications.** Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

B. Professional and Professional's personnel: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. Professional is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or 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. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Professional engages with others on City's behalf, Professional will (i) ensure all persons are treated with fairness, equity, impartiality, courtesy, and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, the speak English less than very well), Professional will use language assistance services in communications.

C. 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.

D. Professional must retain and, upon request, provide City access to and copies of all information and reports under this provision.

5. **Ethical Standards.**

A. To the best of Professional's knowledge after reasonable inquiry:

1. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

2. No owner, director, officer, member, partner, or key employee of Professional or of any parent, affiliate, or subsidiary organization is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

3. Professional will immediately notify City of any subsequently discovered violation of the standards in this subsection.

B. None of Professional's or City's personnel have any known financial interest in the outcome of the Services, and none of their respective compensation is either based upon or contingent upon the Professional's conclusions. Professional does not warrant or predict results or final developments in the engaged matter.

C. Professional performed an internal search for potential conflicts based on the names of the parties provided by City and has not found any situations which, in Professional's view, constitute actual conflicts of interest or which impair Professional's ability to objectively provide the Services. Professional will not undertake work for others during the course of providing the Services that could result in a conflict of interest will promptly inform City if conflicts of interest arise while Professional is providing the Services that any come to Professional's attention. Professional or Professional's personnel may have worked with or may currently or in the future work with one or more other clients in unrelated matters involving or concerning City. City waives all such prior and future conflicts of interest consents to Professional's prior and future work with such other clients in any such matters without the need for any further notice to or consent from City, even though City's interests may be adverse, provided that such matters are not the same, or substantially related to, a matter in which we work for you. For the avoidance of doubt, this waiver shall not apply to conflicts that are prohibited by applicable law.

6. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to is Contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. Payment to Professional.

A. The fees and expenses are set out in the Proposal. Those fees do not include taxes. City will be responsible for and pay all applicable sales, use, excise, value added and other taxes associated with the provision or receipt of the services, excluding taxes on Professional's income generally. Invoices are due upon presentation and will be considered past due 30 days after the invoice date. Amounts past due for more than 30 days will be subject to a late charge of 1.5% per month from the date of invoice. Professional reserves the right to defer rendering further services until payment is received on past due invoices, in which event Professional will not be responsible or liable for any resulting loss, damage or expense connected with such suspension. If City disagrees with or questions any amount due under any invoice, City must communicate such disagreement to Professional in writing within 30 days of the invoice date specifying the question or reason for the disagreement. Any claim not made within this time period will be deemed waived. If any uncontested bill remains unpaid for 30 days after invoicing, Professional may, at its sole discretion and right, send the matter to an outside agent for collection. If Professional does so, in addition to the invoice amount, late charges, and any other expenses, Professional shall be entitled to receive a collection/attorney fee equal to one-third of the outstanding bill. Any pre-judgment or post-judgment interest to which Professional may be entitled by law in the event that it must bring an action to recover unpaid bills will not be diminished by the 1.5% per month late charge and will instead be claimed over and above any late charges due under this provision. City agrees that Professional will have a lien on all files and file contents its possesses until Professional is paid in full all amounts due.

B. If Professional or any of Professional's personnel receives or is served with a subpoena, court, governmental, or other legal order, notice, or request to appear, or for investigation or information (collectively, "Subpoena") that causes Professional to produce documents in its possession, provide testimony, cooperate with City's legal counsel, or hire outside counsel, etc. in any way related to this Contract (regardless of whether such Subpoena is served during or subsequent to the completion of the Services), Professional will invoice City at Professional's standard hourly rates applicable at the time such services are rendered and for any related out-of-pocket expenses, including, but not limited to, copying charges, courier fees, travel expenses and reasonable attorney fees.

C. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

D. Payment disputes will be resolved as provided in §12. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

8. Intellectual Property. Professional guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe 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 alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action. Notwithstanding the foregoing, Professional does not warrant and is not responsible for any third party products or services. City's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against Professional.

9. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be

requested by contacting City's Finance Department. Invoices must separately to list amounts added for taxes.

9. Records. City is a public entity so that (i) City must retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection and copying of retained records.

10. Assignment/Beneficiaries. None of Professional's rights or duties may be assigned or delegated without City's prior written consent. This contract is binding on Professional's successors and permitted assigns. No other persons are intended to benefit from this contract.

11. Independent Contractor. Professional and Professional's personnel are wholly independent of City. None of them are or will be represented as City officers or employees. Professional is solely responsible for Professional's personnel's acts, omissions, and statements and for compensation and benefits due Professional's personnel. Except for payment of the contract price, City has no responsibility to supervise, compensate, or insure Professional or Professional's personnel.

12. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §12.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

13. Professional Liability and Risk Allocation.

A. 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 total fees paid to Professional under this Contract, and will not include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity).

C. Professional is solely responsible for Professional's personnel.

1. 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.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from 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 that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits 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.

D. Professional may use financial and other information obtained from City or City personnel, and other public and private sources. Professional will not be responsible for its accuracy or completeness, and Professional has no duty of independent investigation or verification of such information. While the Services may involve analysis of various records, they do not include any examination, audit, review, compilation, or other form of attestation in accordance with generally accepted accounting or auditing standards. Accordingly, Professional will not express an opinion or any other form of assurance regarding that information. Additionally, the Services should not be relied upon to detect errors, irregularities, fraud, or other illegal acts.

18. Insurance. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 General Aggregate \$1,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$250,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's superiors and designee(s).



PRIVILEGED AND CONFIDENTIAL

January 18, 2024

Scott Engerson, City Assessor
City of Wyoming MI Assessor's Office
Wyoming City Hall
1155 28th St SW
Wyoming MI 49509

Re: 2150 Metro Lane SW, Wyoming, MI (Parcel: 41-21-03-600-022)

Dear Mr. Engerson:

On behalf of Stout Risius Ross, LLC ("Stout"), I am pleased to propose the arrangement under which we will provide certain services to City of Wyoming MI Assessor's Office ("Client"), in connection with the above-referenced matter. All references to you and your in this letter are meant to refer to Client.

Objectives and Scope

We understand the engagement objectives and scope to consist of the valuation of a hotel located at 2150 Metro Lane SW, Wyoming, MI or more fully identified as Property ID #41-21-03-600-022 ("the Property") as of December 31, 2022 (Tax Year 2023). This letter confirms our engagement to determine the True Cash Value of the fee simple interest of the Property. We understand our valuation analysis will be used by the Client for property tax appeal purposes.

As part of the scope of this engagement, we will complete a personal inspection of the Property. We will consider all valuation approaches and employ the approaches concluded to be most applicable and which result in the most reliable conclusions.

Method and Timing of Reporting

At the conclusion of our analysis, we will submit an Appraisal Report, meeting the requirements of the Uniform Standards of Professional Appraisal Practice, which will include a determination of the value of the real estate, a description of the methodologies used in arriving at our conclusion of value, and supporting schedules showing details of our calculations and analyses.

We anticipate providing you with our Appraisal Report prior to the April 19, 2024 valuation disclosure deadline. This timeframe requires extensive cooperation from the Client and its representatives in all areas, including but not limited to the scheduling of the inspection (where applicable) and in providing information required to complete the valuation.

Fees

Our fees for the services described in this letter will be a fixed fee of \$10,000, plus expenses. This fee estimate includes the time required to issue the report and analysis and presumes we will be provided with all information required to perform the services. We may submit our invoices on a monthly or other periodic basis as our work progresses.



Any subsequent work, including but not limited to, consultations with your advisors, testimony or preparation for testimony, etc., will be billed at our standard hourly rates, subject to change October 1st each year.

Expenses

Direct expenses (including but not limited to transportation, lodging, meals, specialized research, etc.) will be billed on a pass-through basis.

Retainer

As is standard practice for an engagement of this type, we require a retainer in the amount of \$5,000 before commencing work. This retainer is not intended to be an estimate for the total cost of work to be performed and shall be applied to any invoice at our discretion or will be credited to our final invoice at the conclusion of the engagement, in which case any unused portion of the retainer will be promptly refunded. If the retainer is drawn against to satisfy or reduce an invoice, we reserve the right to require that the retainer be promptly replenished. An invoice for the retainer is enclosed.

Billing Arrangements

All payments required hereunder shall be paid by check, wire or ACH transfer, as instructed by Stout.

Your Responsibilities

To maximize the value of our work and to keep the project on schedule, we must be provided with information we request promptly. If you are or become aware of other relevant information necessary to the proper completion of this matter, you agree to provide us with this information. Additionally, you agree that we may rely on such information without further verification.

Specifically, you acknowledge that the successful delivery of our services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions and information provided to us, and (iii) timely decisions and required approvals by you and/or your representatives.

Professional Terms

The attached Professional Terms apply to this engagement. Please execute and return a copy of this letter via Adobe Sign. Please note that the terms of this offer will expire 15 days from the date of the letter.

* * * * *

Scott Engerson
January 18, 2024
Page 3



We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Very truly yours,

STOUT

By: Kevin A. Kern
Kevin A. Kern, MAI
Managing Director

Attachments: Professional Terms
Retainer

Acknowledged and Accepted:

CITY OF WYOMING MI ASSESSOR'S OFFICE

Signed: _____

Name: _____

Title: _____

Date: _____

Email address(es) where invoice(s) should be sent:

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN
THE 5TH AMENDMENT TO A TRAIL DESIGN CONTRACT WITH PROGRESSIVE AE

WHEREAS:

1. The city has contracted with Progressive AE for design and other professional engineering services needed for its city center project.
2. Additional professional engineering services are needed as detailed in the proposed 5th amendment to the design contract.
3. Progressive AE, Inc. provided proposals for those additional services for a total estimated fee of \$69,000.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 5th Amendment to the Trail Design Contract with Progressive AE, Inc is approved and the Mayor and City Clerk are authorized and directed to sign it on the city's behalf. All City officers and employees are authorized and directed to take all actions needed to implement that contract according to its terms.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Amendment

Resolution No. _____

STAFF REPORT

Date: January 24, 2024
Subjects: 5th Amendment to Trail Design Contract with Progressive AE
From: Scott Smith, City Attorney
Nicole Hofert, Community & Economic Development Director
Meeting Date: February 5, 2024

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the 5th Amendment To Trail Design Contract with Progressive AE.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities. In addition, the additional services have focused on requests for needed easements and Hook Avenue sewer and road surface upgrades.

Safety – The bridge and trails will provide for safer crossing of 28th Street.

Stewardship – We have grant funding for the bridge and trail construction.

BUDGET IMPACT:

The city's ARPA funds, the county ARPA fund grant, and the state appropriation will pay for the project.

DISCUSSION:

The additional work and reasons for it are detailed in the proposed amendment.

CITY OF
Wyoming
MICHIGAN

5TH AMENDMENT TO TRAIL DESIGN CONTRACT
PROGRESSIVE AE, INC.

This 5th Amendment to Trail Design Contract (5th Amendment) is made as of as of November 28, 2023 (**Effective Date**) and amends the Trail Design Contract dated as of June 21, 2022, between the City of Wyoming (**City**) and Progressive AE, Inc. (**Professional**).

RECITALS

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

1. City requested Professional to provide engineering and design services to extend the trail connectivity through the resurfacing of Hook Avenue from 28th Street to dead end (City property). Services include storm improvements, sanitary sewer design (City to submit Part 41 permit to EGLE), coordination between city center pedestrian bridge project and trail design, prepare MDOT right-of-way permit, trail lighting, additional temporary and permanent easement needed for shifting the road.
2. Professional completed staking of the trail through storm basin area west of Pinery Park to allow for confirmation of layout by both Professional and City. Adjustments were made to the trail layout design to preserve significant trees.
3. The required pedestrian bridge height changed from 16 feet to 17 feet of clearance per MDOT. Professional re-engineered the drawings and coordinated with other firms to meet the revised clearance requirement.
4. Professional will continue to provide engineering services related to relocation of private utilities along 28th Street to support the overall utility undergrounding effort. Additional services shall include efforts beginning January 2024.
5. The Professional will provide continued design services for irrigation, fencing and landscaping designs at the trails on the Weller and GM easements and at the trail hub.
6. The Professional will provide an updated ALTA Survey of the pertinent portion of the GM Property, per the request of GM to support their granting of an easement.
7. The Professional will provide drawings or animations modeling certain trail segments.

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

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this 5th Amendment, the parties agree:

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

- A. Hook Avenue road and sewer design (A.1 above): \$41,000.
 - B. Trail staking through storm basin area (A.2 above): \$3,500.
 - C. Pedestrian bridge height clearance re-design (A.3 above): \$4,000.
 - D. Private utility continued services and coordination (A.4 above): \$2,500.
 - E. Trail designs modifications at the Weller and GM easements and trail hub: (A.5 above) \$10,000.
 - F. GM property ALTA Survey: (A.6 above) \$4,000.
 - G. Trail modeling: (A.7 above) \$4,000.
- Total for all Added Services: \$69,000.

2. All other terms of the Trail Design Contract remain in full effect.

City and Professional have signed this 5th Amendment as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: February __, 2024

Approved as to form:



Scott G. Smith, City Attorney

Progressive AE, Inc.

By: _____
Bill Culhane, Principal

Date signed: January __, 2024



Schedule of Invoice Rates - 2023

Hourly Staff Charges

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

Reimbursable Expenses

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

Notes:

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

STD RATE

June 1, 2023

Progressive AE, Inc.

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

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

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE AND DIRECT SIGNING NEDERVELD,
INC. AND INTEGRATED ARCHITECTURE PROFESSIONAL SERVICES CONTRACTS

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 city.
2. The city, in cooperation with FS36, intends to construct, own and operate a public/private social and market space on the North Parcel in accordance with plans prepared by Ghafari Associates, LLC at the direction of FS36 to be constructed by Wolverine Building Group, Inc., as arranged by FS 36 (the **Marketplace**) to be funded with \$1.5M contributed by FS36, about \$2.7M in proceeds held by the Wyoming Brownfield Redevelopment Authority after the sale of the South Parcel to FS36, funds from a state grant, and tax increment revenues captured from property taxes paid on the South Parcel.
3. To finalize the Marketplace's site and exterior design and to ensure appropriate construction oversight of those elements, the city wishes to engage the profession services of Nederveld, Inc. for site, utility and grading plans at an estimated cost of \$11,500 (**Nederveld Contract**) and Integrated Architecture for landscape architecture design and oversight at an estimated cost of \$9,000 (**IA Contract**).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The professional services agreement with Nederveld Contract and IA Contract are approved in substantially the form included in the February 5, 2024, agenda packet, subject to such changes as are approved by the City Manager, and city attorney. The Mayor and City Clerk are authorized and directed to sign them on behalf of City. City officers and staff are authorized and directed to implement them.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
2 Professional Services Agreements

Resolution No. _____

STAFF REPORT

Date: January 30, 2024

Subjects: Nederveld and Integrated Architecture Professional Service Contracts for 36th Street Marketplace

From: Nicole Hofert, Community & Economic Development Director
Scott Smith, City Attorney

Meeting Date: February 5, 2024

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the Nederveld, Inc. and Integrated Architecture professional services contracts.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved by the new marketplace that will create a community gathering spot on a currently vacant parcel.

Safety – The marketplace has been designed to be accommodating to all users and will support community events at the site to encourage placemaking and neighborhood investment.

Stewardship – The long vacant site will be reactivated to support community interests.

BUDGET IMPACT:

The project is funded with \$1.5M contributed by Franklin Partners (FS36), about \$2.7M in proceeds held by the Wyoming Brownfield Redevelopment Authority after the sale of the South Parcel to FS36, funds from a state grant, and tax increment revenues captured from property taxes paid on the South Parcel.

DISCUSSION:

The city intends to construct, own, and operate a public/private social and market space on the North Parcel in accordance with plans prepared by Ghafari Associates and to be built by Wolverine Building Group.

The 36th Street Marketplace is designed for year-round usage and will support local vendors, seasonal farm and food markets, and community events. Located across the street from one of the largest brownfield opportunity sites in the state, 36th Street Marketplace is intended to play a large role in Wyoming's economic future. The year-round, 6,000 square foot, facility will include 24 flexible vendor stalls, storage space, restrooms, a water bottle filling station, as well as garage doors to offer open air access in temperate weather.

To finalize the Marketplace's site and exterior design and to ensure appropriate construction oversight of those elements, the city wishes to engage the professional services of Nederveld, Inc. for site, utility and grading plans at an estimated cost of \$11,500 (Nederveld Contract) and Integrated Architecture for landscape architecture design and oversight at an estimated cost of \$9,000 (IA Contract).

CIVIL ENGINEERING CONTRACT
(36TH STREET MARKETPLACE)
NEDERVELD, INC.

This Civil Engineering Contract is made as of February 6, 2024 (**Effective Date**) between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Nederveld, Inc., a Michigan corporation of 217 Grandville Ave SW, Ste 302, Grand Rapids, MI 49503 (**Professional**).

RECITALS

- A. City plans to construct, own, and operate a marketplace facility at 301 36th St SW pursuant to architectural plans prepared by Ghafari Associates, LLC (**Ghafari**) and Professional with Wolverine Building Group, Inc. (**Wolverine**) serving as the general contractor (the **Project**).
- B. Professional has proposed providing design and construction engineering services (the **Services**) detailed as follows:
Design Services - Revise construction documents to reflect the sketch concepts provided by Integrated Architecture (**IA**) including:
Site layout plan
Grading and soil erosion control plan
Utility plan
Site details for drive thru "table top"
Revise site LA drawings
Construction Services
Assist with reviewing shop drawings, answering RFIs and preparing Bulletins/Proposal Requests relating to site civil work during bidding and construction.
Prepare and issue construction addendum, bulletins, proposal requests as required during the course of the project.
Site visits during construction as requested.
- C. Professional proposed providing design services at an hourly rate with an estimated fee of \$7,500 for the design services (**design fee**) and to provide the construction services at an hourly rate with an \$4,000 fee (**construction services fees**) for an estimated total fee of \$11,500, in accordance with the fee schedule attached as Exhibit B.
- D. City wishes to engage Professional to perform those services in accordance with this Contract.

TERMS AND CONDITIONS

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

- Professional will provide Services within a time and in manner to enable the bidding and construction of the Project in accordance with the schedule City establishes in collaboration with Wolverine, Ghafari, Integrated Architecture, and City's project representative, Gary Tamminga.
- City will pay the Professional a percentage of the overall design fee, in accordance with the percentage of work performed, on a monthly basis. If value engineering is needed to reduce Project Costs after bidding, Professional will assist in that value engineering and revise its design documents at no additional cost. City will pay the construction engineering allowance as it is earned and billed by Professional during construction based on invoices Professional submits to City not more frequently than monthly for work construction services provided the preceding month., The invoiced amount will be in accordance with the fee schedule attached as Exhibit B. The total construction services fees shall not exceed the construction services allowances unless first approved by City in writing.
- This Contract is subject to the terms and conditions attached as Exhibit A.
- The following services are not included in this contract and, if needed, will be provided at additional costs:
 - Legal descriptions or easement exhibits.
 - Site irrigation design plans or specifications.
 - Services associated with value engineering evaluations and plan changes resulting therefrom.
 - Issuance of multiple plan sets (phases) and/or multiple bid packages
 - Attendance at construction progress/OACM meetings, etc
 - Grading model or 3D surface model for the proposed site grading that might be requested by the site contractor for machine grading.
 - Services associated with USGBC LEED scoring, submittals or LEED-AP services.
 - As-built survey data collection or preparation of as-built record plans.
 - Site lighting or photometric plans.
 - Site design and selection of furnishings and or specifications (*i.e.*, benches, tables, playground equipment, playground surface, flag poles, arches etc.).
 - Construction services including but not limited to field layout, staking, material quality assurance and quality control testing, stormwater management inspections, construction oversight or inspections.
- 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.

[Signed on next page.]

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: February __, 2024

Approved as to form: 

Scott G. Smith, City Attorney

NEDERVELD, INC.

By: 

R. Jack Barr, Director of Engineering

Date signed: January 30, 2024

EXHIBIT A
CONTRACT TERMS AND CONDITIONS

1. **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.
2. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and **Professional's personnel** (*i.e.*, Professional's members, directors, officers, employees, subcontractors, or any others Professional engages or employs to perform any Services) have and will maintain, all needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by a 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 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 preceding offenses; or (iv) have within the last 3-years had one or more public transactions terminated.
 - C. Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Neither Professional nor any of Professional's personnel is an "Iran linked business" under Michigan's Iran economic sanctions act.
3. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and activities that 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 engages others on City's behalf, Professional will (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Professional will use language assistance services in communications.
 - D. 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.
4. **Ethical Standards.** Professional and Professional's personnel have not and will refrain from: (i) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (ii) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
5. **Changed or Unknown Conditions.**
 - A. City will be responsible for furnishing Professional information identifying the type of underground utilities and verifying their specific locations. City will be responsible for any liability or damages resulting from City's failure to comply with this provision.
 - B. If Professional becomes aware of circumstances or conditions not originally contemplated by or known to Professional, then to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material Contract terms, Professional may request Contract revision. Professional shall notify City of such changed conditions, and Professional and City shall promptly and in good faith discuss revision. If they do not agree, either party may terminate this Contract.
6. **Delays.** Professional is not responsible for direct or indirect damages arising from delays for causes beyond Professional's control.
7. **Standard of Care.** Professional will provide the Services in a manner consistent with the level of care ordinarily and normally exercised by licensed professionals practicing in Michigan.
8. **Risk Allocation.**
 - A. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage caused by acts or omissions of Professional's personnel.
 - B. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them against all claims made by persons other than City as a result of acts or omissions of Professional's personnel. Professional will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.
 - C. To the fullest extent permitted by law, neither City nor Professional, their respective officers, directors, partners, employees, or contractors will be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Contract. This mutual waiver of incidental, indirect, and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Claims made by third parties against City or Professional for injuries or property damages as described in subsection 10.B are not incidental, indirect, or consequential damage claims.

9. Hazardous Materials. Professional has no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. City will furnish tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
10. Opinions of Probable Construction Cost. In providing opinions of probable construction cost, City understands Professional has no control over the cost or availability of labor, equipment, or materials, or over market conditions or a contractor's method of pricing, and Professional's opinions of probable construction costs are made based on Professional's judgment and experience. Professional makes no warranty, express or implied that the cost of the work will not vary from Professional's opinion of probable construction cost.
11. Media and other Releases. Media releases (including promotional literature and ads) pertaining to this Contract or the Project must not be made in accordance with the City Manager's prior written approval.
12. W-9. Before beginning work, Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.
13. Document Ownership and Use. All documents Professional generates as part of the Services, whether in paper, electronic or other media or format, including for example, plans, specifications, bid documents, and manuals, shall belong to City upon City's payment of amounts due Professional under this Contract. City will hold Professional harmless from and indemnify Professional for liability resulting from the use of those documents for a purpose or project beyond the Project.
14. 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 actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use in conjunction with this Contract and will pay all amounts recoverable in such action.
15. 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.
16. Insurance. Professional must 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 Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence.
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with 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 \$1 million.

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

17. 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 (including any documents needed to show compliance with paragraph 3). Upon City's request, Professional will allow inspection, and copying of all retained records.
18. 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.
19. 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.
20. Dispute Resolution. To resolve a conflict, authorized party representatives will initially meet in good faith to resolve the conflict. If the matter is not so resolved, the parties shall have all other remedies legally available to them. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
21. General Terms.
 - A. The captions are for reference and will not affect the interpretation of these terms and conditions.
 - B. The contract is made in Kent County, Michigan. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
 - C. Reference by office to a City officer includes that City officer's designee(s).

EXHIBIT B
PROFESSIONAL'S FEE SCHEDULE



NEDERVELD, INC
LAND DEVELOPMENT CONSULTING SERVICES
2023 SCHEDULE OF RATES AND FEES

Staff Type	Hourly Rate/Fee
General	
Principal/Management I - III	\$165 - \$308 / Hour
Project Manager I – III	\$94 - \$180 / Hour
Project Manager IV – V	\$186 - \$279 / Hour
Project Coordinator I – III	\$39 - \$125 / Hour
Civil Engineer	
Civil Engineer I – III	\$50 - \$193 / Hour
Construction Administrator I – IV	\$50 - \$127 / Hour
Land Planning and Landscape Architecture	
Land Planner I – III	\$83 - \$226 / Hour
Landscape Architect I – III	\$50 - \$193 / Hour
Land Surveying / High-Definition Scanning	
Professional Surveyor I – III	\$94 - \$237 / Hour
Field Surveyor I – III	\$39 - \$96 / Hour
Field Surveyor IV – VI	\$98 - \$215 / Hour
Survey Project Manager I – V	\$83 - \$268 / Hour
CAD Services	
CAD Designer I – III	\$72 - \$129 / hour
CAD Designer IV – VI	\$131 - \$198 / Hour

Usage Fees	Rate/Fee
Project Specific Expenses (when applicable)	Cost +10%

Additional Notes/Details

- 1) Nederveld, Inc. Federal Tax ID Number: 38-2226643
- 2) When applicable, Project-related mileage is invoiced at standard government rates. (US GSA).
- 3) Services charged on an hourly basis, rounded up to the next 0.1 hours.

Issued 1/1/2023

CITY OF
Wyoming
MICHIGAN

LANDSCAPE ARCHITECTURE CONTRACT
(36TH STREET MARKETPLACE)
INTEGRATED ARCHITECTURE

This Landscape Architecture Contract is made as of February 6, 2024 (**Effective Date**) between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Integrated Architecture, L.L.C., a Michigan limited liability company of 840 Ottawa Ave NW, Grand Rapids, MI 49503 (**Professional**).

RECITALS

A. City plans to construct, own, and operate a marketplace facility at 301 36th St SW pursuant to architectural plans prepared by Ghafari Associates, LLC (**Ghafari**) and engineering plans by Nederveld with Wolverine Building Group, Inc. (**Wolverine**) servicing as the general contractor (the **Project**).

B. Professional has proposed providing landscape architectural services (the **Services**) that include separate drawings using the CAD files provided by Nederveld as the base and product "basis of design" specifications to supplement the Nederveld documents to be used by Wolverine for bidding and construction the following (**design services**):

1. Site furnishing design and specifications (benches/chairs/tables, litter receptacles, flag/banner poles, bike racks, tree grates).
2. Playscape design and specification (design of play area, surfacing and sourcing of play structures).
3. Detailing of hardscape/softscape transitions along the northern edge of the site.

Professional also proposed providing assistance during construction such as reviewing shop drawings and submittals, addressing inquiries about the design documents Professional provides (**construction services**).

C. Professional proposed a fixed fee of \$7,200 for the design services (**design fee**) and to provide the construction services at an hourly rate with an \$1,800 allowance (**construction services allowance**) for an estimated total fee of \$9,000.

D. City wishes to engage Professional to perform those services in accordance with this Contract.

TERMS AND CONDITIONS

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

1. Professional will provide Services within a time and in manner to enable the bidding and construction of the Project in accordance with the schedule City establishes in collaboration with Wolverine, Ghafari, Nederveld, and City's project representative, Gary Tamminga.
2. City will pay the Professional a percentage of the overall design fee, in accordance with the percentage of work performed, on a monthly basis. If value engineering is needed to reduce Project Costs after bidding, Professional will assist in that value engineering and revise its design documents at no additional cost. City will pay the construction engineering allowance as it is earned and billed by Professional during construction based on invoices Professional submits to City not more frequently than monthly for work construction services provided the preceding month., The invoiced amount will be in accordance with the fee schedule attached as Exhibit B. The total construction services fees shall not exceed the construction services allowances unless first approved by City in writing.
3. This Contract is subject to the terms and conditions attached as Exhibit A.
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

Integrated Architecture, L.L.C.

By: _____
Kent Vanderwood, Mayor

By:  _____
Darrel DeHaan, AIA, Principal

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: February 1, 2024

Date signed: February __, 2024

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

EXHIBIT A
CONTRACT TERMS AND CONDITIONS

1. **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.
2. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and **Professional's personnel** (*i.e.*, Professional's members, directors, officers, employees, subcontractors, or any other Professional engages or employs to perform any of the Services) have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by a 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 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 preceding offenses; or (iv) have within the last 3-years had one or more public transactions terminated.
 - C. Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Neither Professional nor any of Professional's personnel is an "Iran linked business" under Michigan's Iran economic sanctions act.
3. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and activities that 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, 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 will use language assistance services in communications.
 - D. 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.
 - E. Professional will retain and upon request provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a governmental agency determine pertinent to ascertain compliance.
4. **Ethical Standards.** Professional and Professional's personnel have not and will refrain from: (i) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (ii) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
5. **Changed or Unknown Conditions.**
 - A. City will be responsible for furnishing Professional information identifying the type of underground utilities and verifying their specific locations. City will be responsible for any liability or damages resulting from City's failure to comply with this provision.
 - B. If Professional becomes aware of circumstances or conditions not originally contemplated by or known to Professional, then to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material Contract terms, Professional may request Contract revision. Professional shall notify City of such changed conditions, and Professional and City shall promptly and in good faith discuss revision. If they do not agree, either party may terminate this Contract.
6. **Delays.** Professional is not responsible for direct or indirect damages arising from delays for causes beyond Professional's control.
7. **Additional Services.** The Services are limited to those stated in Recital B. Additional services not listed in Recital B shall be billed to and paid for by City in addition to the fees previously stated, provided City authorizes such additional services in writing.
8. **Standard of Care.** Professional will provide the Services in a manner consistent with the level of care ordinarily and normally exercised by licensed professionals practicing in Michigan.
9. **Risk Allocation.**
 - A. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage caused by acts or omissions of Professional's personnel.
 - B. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them against all claims made by persons other than City as a result of acts or omissions of Professional's personnel. Professional will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.
 - C. Professional's liability to City for lawsuits against City by others is limited to \$1 million.

D. To the fullest extent permitted by law, neither City nor Professional, their respective officers, directors, partners, employees, or contractors will be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Contract. This mutual waiver of incidental, indirect, and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Claims made by third parties against City or Professional for injuries or property damages as described in subsection 10.B are not incidental, indirect, or consequential damage claims.

10. Hazardous Materials. Professional has no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. City will furnish tests, inspections and reports required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

11. Opinions of Probable Construction Cost. In providing opinions of probable construction cost, City understands that Professional has no control over the cost or availability of labor, equipment, or materials, or over market conditions or a contractor's method of pricing, and that Professional's opinions of probable construction costs are made based on Professional's professional judgment and experience. Professional makes no warranty, express or implied that the bids or the negotiated cost of the work will not vary from Professional's opinion of probable construction cost.

12. Media and other Releases. Media releases (including promotional literature and ads) pertaining to this Contract or the Project must not be made in accordance with the City Manager's prior written approval.

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

14. Document Ownership and Use. All documents Professional generates as part of the Services, whether in paper, electronic or other media or format, including for example, plans, specifications, bid documents, drawings, designs, and manuals, shall belong to City upon City's payment of amounts due Professional under this Contract. City will hold Professional harmless from and indemnify Professional for liability resulting from the use of those documents for a purpose or project beyond the Project.

15. 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.

16. 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.

17. Insurance. Professional must 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 Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence.
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with 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 \$1 million.

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

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. 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.

19. 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.

20. 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.

21. Dispute Resolution. To resolve a conflict, authorized party representatives will initially meet in good faith to resolve the conflict.

A. If this attempted resolution fails to resolve the conflict, the parties agree it will be submitted to non-binding mediation by a mediator mutually selected by the parties. If the parties cannot agree upon a mediator, they shall each select a mediator and the two selected mediators shall select a third mediator. Mediators shall be professionals with experience or expertise in professional contracts who have not worked for either party or any entity under contract with either party. The parties shall equally share the cost of mediation.

C. If the matter is not resolved by mediation, the parties shall have all other remedies legally available to them. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. In addition to any other remedies to which any party may be

entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

22. General Terms.

- A. The captions are for reference and will not affect the interpretation of these terms and conditions.
- B. The contract is made in Kent County, Michigan. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- C. Reference by office to a City officer includes that City officer's designee(s).

EXHIBIT B
PROFESSIONAL'S FEE SCHEDULE

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR DISPOSAL SERVICES FOR COMMUNITY CLEAN-UP DAY

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a 3-year proposal from Plummers Disposal Service, Inc. to provide disposal services for the community clean-up day.
2. Funds are available in account number 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Plummers Disposal Service, Inc. to provide disposal services for community clean-up day.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: January 24, 2024

Subject: Community Clean-Up Day

From: Lew Manley, Inspections Supervisor

Cc: Nicole Hofert, Director of Community and Economic Development

Meeting Date: February 5, 2024

RECOMMENDATION:

It is recommended City Council award the 3-year contract for disposal services for community clean-up day to Plummers Disposal Service, Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

The annual clean-up day has been successful at reducing accumulated garbage, litter, and debris throughout the Wyoming community. At the last clean-up day, 29 roll-off containers totaling 29 tons were collected from 268 vehicles. This service allows community members to pay a low cost to dispose of tires, mattresses, and tube tv's.

This event directly impacts the removal of garbage, litter, and debris thereby reducing the potential of blighting influences within the community. Blight has a direct impact on property values and the elimination of blighting influences adds value to the community.

Well maintained properties have a positive impact on neighborhoods. The annual community clean-up day encourages removal of potential code violations from properties to ensure all neighboring property values are maximized. All residents in the City of Wyoming are invited to participate in the clean-up day event at no cost, except for a small fee for tires, mattresses, and tube tv's.

DISCUSSION:

For the past six years, Council has awarded the contract to Plummers Disposal Service. Plummers has been instrumental in assisting the city with implementing the cleanup day and has been a good community partner and the low bidder each year.

Since this is a service, a bid is not required. Therefore, this year staff asked Plummers to submit a quote for a three-year contract to lock in a price and help with multi-year budgeting.

Plummers submitted a 3-year quote in the amount of a minimum fee of \$8,000 which includes 20 roll-off containers, a hi-low, set-up, portable restrooms, clean-up, and removal of the equipment from the site. The only additional charges in 2025 and 2026 will be yearly increased landfill charges for any containers that exceed the 20 included in the base fee.

The Looks Good/Feels Good Strategic Planning Committee has identified blight as an ongoing concern in our community. Over the past several years the city has supported an annual clean-up day to help reduce blight. While the event is supported by many volunteers, additional funds in the estimated amount of \$2,300.00 are necessary for some paid staff and event supplies.

City Council supported six previous clean-up day events, which proved to be very successful. Over the past six years, staff documented an average of 300 vehicles passing through the event, with 2019 having the largest turnout of 443 vehicles.

BUDGET IMPACT:

Funding is available in the Public Works solid waste fund. The Public Works department has identified that approximately four employees will be required to work the 2024 – 2026 clean-up days to successfully accomplish the tasks required for the event.

Estimated expenses for the community clean-up day are as follows. If additional roll-off containers are needed over the minimum of 20, the amount charged is \$379 per container.

Type	Account Number	Fee
Staff	230-441-44300-956.000	\$1,800
	Solid Waste Fund	
Supplies	230-441-44300-956.000	\$500
	Solid Waste Fund	
Plummers Proposal (minimum base fee)	230-441-44300-956.000	\$8,000 (20 roll-off containers)
	Solid Waste Fund	
Total	230-441-44300-956.000	\$10,300
	Solid Waste Fund	

Attachment: Tabulation Sheet

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means:

Plummer's Disposal Service Inc
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1160 Electric Ave
[Contractor's street address]
Wayland MI 49348
[Contractor's city, state & zip]

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

Effective Date means: _____, 202_. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

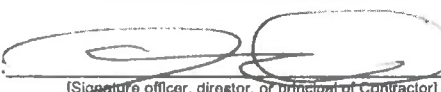
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Contractor: Plummer's Disposal service

By: 
[Signature officer, director, or principal of Contractor]
TRAVIS LAZOSKI, Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 01/22, 2023

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, 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. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, 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.*, speaking English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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

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

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged

in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §17. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the

Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure

to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage afforded to required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
\$2,000,000 per occurrence	
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

PLUMMERS DISPOSAL

City of Wyoming
1155 28th St. SW
Wyoming MI 49509

Plummers proudly presents the following proposal for the 2024-2026 City of Wyoming Community Cleanup day.

Scope of Work:

- Deliver 4-5 Roll Off containers to job site the day before the event
- Provide 1-3 Roll Off trucks based on weather, attendance, and day of event
- Provide a Hi-lo and licensed operator for the day.
- Provide and set up safety cones to direct traffic and protect safety sensitive areas for workers.
- Provide safety supervisor and trained labor to help direct traffic, assist residents in unloading vehicles and assure everything is done in a safe manner.
- Safety supervisor will ensure all laborers are using proper PPE i.e., Hi-Viz attire, gloves, and hard sole steel toe boots.
- We will provide after event site clean-up, pick up cones, rake area and dispose of all debris.
- Load all scrap metal and heavy metal appliances into scrap metal dumpsters
- Provide roll off trucks and drivers for the duration of event to shuttle full boxes to the disposal site and bring empty boxes back.
- At the end of the event all dumpsters will be picked up and any debris on the ground will be swept or raked up and placed in dumpsters.
- Scrap metal box will be picked up at the end of the day and staged at PDS facility and dumped the next business day.
- Plummers Disposal will follow all local, state, and federal safety and disposal laws.

Pricing:

- Initial delivery of 7 containers about 6-7 hours of trucking is \$0.00.
- Saturday service fee \$0.00 (we are not normally open on Saturday)
- Trucking and transportation of each full box to disposal site and back to the cleanup \$379.00 per pull. This includes 2 tons of disposal.
- Disposal of waste on a per ton basis, overages will be billed to the city at 3.5 cents per pound for 2024.
- Included tonnage and overages will increase per year based on KCDPW's yearly rate increase.
- Safety supervisor and trained labor \$695.00 for the day.
- Hi-lo and licensed operator \$450.00 for the day.
- Mattresses and box springs: Residents will pay Plummers directly \$22.00 per mattress and box spring
- Tire Disposal: Residents will pay Plummers directly \$12.00 per tire.
- Market value rebate from scrap metal box will be credited towards the final invoice (\$TBD).
- Minimum Charges: This will only apply if the minimum charge is not reached by the end of the event based on the number of dumpsters serviced. Charges would help cover such items as but not limited to Labor, Fuel, Delivery, set up and pick up of equipment \$8,000.00.

Date:

- April 20th, 2024.
- April 19th, 2025.
- April 18th, 2026.
- 8:00am-2:00pm

Notes:

- No hazardous materials, no liquids, and no propane bottles. For a full list of items not excepted please visit our website.
www.plummersdisposal.com

Plummers Disposal: _____ Date: _____

City of Wyoming: _____ Date: _____

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF FIRE ENGINE #1

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency repair of Fire Engine #1.
2. The total cost of the emergency repair was completed by Halt Fire, Inc. in the total amount of \$18,532.50.
3. Funds are available in account number 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency repair of Fire Engine #1 and authorizes payment to Halt Fire, Inc. in the total amount of \$18,532.50.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoices

STAFF REPORT

Date: January 24, 2024
Subject: Emergency Repair - Fire Engine #1
From: Donald Roest, Fleet Services Supervisor
Meeting Date February 5, 2024

RECOMMENDATION:

It is recommended the City Council concur with an emergency repair to the Fire Department Engine #1 by Halt Fire Inc. in the amount of \$18,532.50.

COMMUNITY, SAFETY, STEWARDSHIP:

Timely repair of Fire equipment is necessary to provide appropriate fire response services to City residents.

DISCUSSION:

On April 2, 2023, Fire Engine #1 was severely damaged while on the scene of an accident in the northbound lanes of US-131 near 54th St. This engine has been in service since 2016. Upon discussion with the City insurance provider, MMRMA, it was determined the engine needed to be hauled back to the original manufacturer in Wisconsin for repairs. MMRMA determined that insurance would cover \$173,568.00 of the repairs and will directly pay Halt Fire, Inc. for this work.

While the unit was at the manufacturer being repaired for the accident, it also underwent a full inspection to identify any other issues or repairs that could be performed at that time. Major issues identified included paint corrosion, leaking valve seals, and battery charging issues. Emergency authorization to perform this work was obtained from the City Manager. This work was conducted at the same time as the insurance-covered work, and totals \$18,532.50.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motorpool Repairs and Maintenance Account 661-441-58200-930.000.

Halt Fire, Inc.

50168 W. Pontiac Trail, Unit 5
Wixom, Michigan 48393
Phone (248) 669-0800
Fax (248) 669-8120

Invoice

DATE	INVOICE #
12/5/2023	20230079

BILL TO
City of Wyoming 2660 Burlingame Avenue SW Wyoming, Michigan 49509 Attn: Dan Roest

SHIP TO

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	upon receipt		8/9/2023			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
	CITY OF WYOM...	NON-INSURANCE WORK FOR WYOMING #29690 AT THE PIERCE REFURBISHMENT CENTER (WEGA) (Details of service rendered is attached)			18,532.50	18,532.50
					Total	\$18,532.50

Wyoming 29690 (F7634) NON-INSURANCE		Dec-23
1	Incoming Inspection (Non-Insurance)	12,575.00
2	Paint warranty coverage \$4,535.00 (10% coverage) (Non-insurance)	4,081.50
3	Duo-Safety Ladder (Non-Insurance)	1,876.00
4		
5		
6		
7		
8		
	Total Due	18,532.50



Midwest Regional Refurbishment Center

816 Commercial Avenue
Weyauwega, WI 54983
Phone 920-867-2142
Fax 920-867-2624

July 7, 2023

To: Wyoming Fire

From: Jarid, Mckeever

Subject: Incoming Inspections QUOTE

Chief,

The following is a list of additional issues identified during our incoming inspections and testing of your 2016 Enforcer pumper "Engine 1". Pierce job number 29690.

The list includes items that are not accident related or included in the original scope of work.

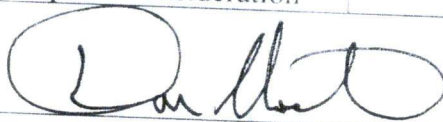
I have provided an estimate for each item listed below. Please review the list and identify which items, if any, you would like us to repair by marking a YES in the yes/no box and send back to me with your written approval.

Item	Description	Cost	Yes / No
	Chassis Items	-----	-----
1	Rear cab mount rubber isolators are weathered and cracked. <i>Replace rubber isolators.</i>	\$ 310.00	
2	Transmission fluid smells burned <i>Change fluid and filter.</i>	\$ 941.00	
3	There is a chassis air leak on the driver side near the brake treadle valve <i>Perform air leakdown test to locate source of leak and tighten or repair any loose fittings.</i>	\$ 210.00	
		-----	-----
	Electrical Items:	-----	-----
1	3 of the 4 chassis batteries will not hold a charge and will not pass the battery load test. <i>Replace 4 batteries</i>	\$ 1,604.00	
2	The passenger side rear clearance light and front center clearance each have 1 LED burned out.	\$ 221.00	

	<i>Replace 2 clearance lights</i>		
3	The cab mirror heat works but the indicator light on the switch does not come on. <i>Replace switch</i>	\$ 79.00	
4	The load manager works but the indicator light on the switch does not come on. <i>Replace switch</i>	\$ 79.00	
5	The emergency master switch in the cab works but the indicator light on the switch does not come on. <i>Replace switch</i>	\$ 79.00	
6	The pump engaged light on the pump panel does not come on when pump is engaged. <i>Replace light</i>	\$ 68.00	
7	One pump panel light is broken loose and hanging by the wire. The center pump panel light does not come on. <i>Replace two pump panel LED lights</i>	\$ 323.00	
8	The foam pump PTO engaged light in the cab dash does not come on. <i>Replace light</i>	\$ 68.00	
9	The shoreline receptacle behind the driver seat does not have an identification tag. <i>Install tag for receptacle</i>	N/C	
		-----	-----
	Pump Items: The pump ran well and passed all pressure and flow tests. The technician noted the following items.	-----	-----
1	The bolted flange for the passenger side 6" inlet leaks <i>Reseal bottom blind flange</i>	\$ 193.00	
2	The chrome elbows on the no. 1, 2, and 3 discharges are corroded tight to the chrome adapters and are unable to be removed. The elbows will have to be cut off and replaced to remove the pump panels and gain access to rebuild the valves if you choose item no. 3 below. <i>Cut off and replace three chrome adapters and elbows</i>	\$ 1,399.00	
3	The following valves leak vacuum internally from worn seals. The pump will not pass the vacuum test: The driver's side auxiliary inlet valve, #3 driver side discharge valve, passenger side large diameter discharge valve, the tank to pump valve, and the tank fill valve <i>Rebuild the above 5 valves</i>	\$ 3,105.00	
4	The engine cooler is bulged out from freezing but is not leaking. <i>Replace engine cooler</i>	\$ 418.00	
5	The drain fitting is leaking for the passenger side large discharge. <i>Reseal fitting</i>	\$ 122.00	
		-----	-----
6	The Trident air primer push button for the pump is	\$ 317.00	

	"froze up" and will not move. <i>Replace Trident primer control panel</i>		
7	The number 2 and 3 discharge gauges are inaccurate. <i>Replace 2 gauges</i>	\$ 356.00	
8	The pass side large diameter discharge handwheel indicator is stuck between open or closed. <i>Replace indicator</i>	\$ 66.00	
9	The pump master drain leaks and the cable is stuck. <i>Replace the master drain and cable</i>	\$ 614.00	
10	The pump packing is out of adjustment. <i>Adjust pump packing</i>	\$ 198.00	
	Body Items:	-----	-----
1	Driver cab door window crank handle screw is stripped out beyond repair. Crank handle is held on by duct tape. <i>Remove door pan and replace window regulator and crank handle.</i>	\$ 344.00	
2	Pass side crew cab bolt on step is cracked bad. <i>Replace crew cab entrance step</i>	\$ 276.00	
3	The chrome coating on the plastic trim around the headlights on the front of the cab and on the paint break on the sides of the cab is peeling off. <i>Replace trim on front and sides of cab</i>	\$ 398.00	
4	The nonslip tape is partially worn off in spots on 5 of the folding steps on the body. <i>Remove worn tape and replace with new tape on 5 steps</i>	\$ 422.00	
5	The caulk is cracking in several spots below the rain drip on the pass side of the cab. <i>Recaulk and touch up as required.</i>	\$ 187.00	
6	There are several 1/4" paint chips in the front and sides of the cab. <i>Touch up chips with a brush</i>	\$ 178.00	
7	There is some minor corrosion below the windshield and below the windows on both pass side cab doors. We will submit this to warranty dept for consideration	Info	

Customer's Approval Signature: _____


Date: 7-18-2023

Thank you,
Jarid McKeever
Sales Consultant
Jmckeever@piercemfg.com
920-867-2142 ext.38673



Midwest Regional Refurbishment Center

816 Commercial Avenue
 Weyauwega, WI 54983
 Phone 920-867-2142
 Fax 920-867-2624

Date 7-18-23

To: Wyoming Fire Dept

From: Jarid McKeever

Subject: Paint corrosion

Chief,

The following is a list of additional defects identified during our full incoming inspection and testing of the Wyoming Fire Dept truck # F7634

The list includes items that are not already included in the original scope of work.

I have provided an estimate for each item listed below. Please review the list and identify which items, if any, you would like us to repair by marking a YES in the yes/no box and send back to me with your written approval.

Item	Description	Cost	Yes / No
	PAINT CORROSION:		
	While inspecting the truck we found some corrosion on the cab. The corrosion is creeping out from under the windshield rubber and the window rubber on both pass side cab doors. <u>The customer would be responsible for 90% of the cost under the remaining paint warranty. (\$4081.50)</u>	\$4,535.00	
	Repair corrosion at front corner on driver side and at three locations on passenger side cab		

Customer's Approval Signature: _____

Date: 8-1-2023



Midwest Regional Refurbishment Center

816 Commercial Avenue
 Weyauwega, WI 54983
 Phone 920-867-2142
 Fax 920-867-2624

Date 11-1-23

To: Wyoming Fire Dept

From: Jarid McKeever

Subject: 24' ladder

Chief,

The following is a price to supply a 24' ladder for the Wyoming Fire Dept truck # F7634

The list includes items that are not already included in the original scope of work.

I have provided an estimate for each item listed below. Please review the list and identify which items, if any, you would like us to repair by marking a YES in the yes/no box and send back to me with your written approval.

Item	Description	Cost	Yes / No
	Pierce to supply a 900-A series 24' Duo-Safety 2 section ladder. The ladder will have a closed length of 14' 2.27". The width of the ladder will be 21.75"	\$1,876.00	Y

Customer's Approval Signature: _____

Date: 11/8/23

Verbal OK customer

Thank you,
 Jarid McKeever

jmckeever@piercemfg.com
 920-867-2142 ext.
 920-572-6489 Cell

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR
OF A FRONT END LOADER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency repair of a front end loader.
2. The total cost of the emergency repair was completed by AIS Construction Equipment Corp. in the total amount of \$13,424.02.
3. Funds are available in account number 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency repair of a front end loader and authorizes payment to AIS Construction Equipment Corp. in the total amount of \$13,424.02.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

Resolution No. _____

STAFF REPORT

Date: January 24, 2024
Subject: Emergency Repair – Parks Front End Loader
From: Donald Roest, Fleet Services Supervisor
Meeting Date: February 5, 2024

RECOMMENDATION:

It is recommended the City Council concur with an emergency repair to the Parks Department front end loader by AIS Construction Equipment Corp. in the amount of \$13,424.02.

COMMUNITY, SAFETY, STEWARDSHIP:

This loader is used to load salt and other materials for the Parks Department, enabling them to provide appropriate winter maintenance services for various City properties.

DISCUSSION:

On December 14, 2023, the Parks Department front end loader was brought into Fleet Services with damage to the bucket. The bucket pins that attach the bucket to the loader arms were completely worn out and the bucket was ready to fall off. It was determined that the grease system had failed, and the arms needed to be machined and new pins and bushings installed. The loader was taken to AIS Construction Equipment Corp., the only local John Deere authorized equipment repair company, for diagnosis. They inspected the damage and confirmed Fleet Services diagnosis. Given the need for this equipment to return to operation as quickly as possible, emergency repair approval was granted from the City Manager. The initial repair estimate was \$20,237.19. However, once the loader was disassembled, repairs were less than anticipated and the final invoice is \$13,424.02. The estimate and final invoice are attached.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motorpool Repairs and Maintenance Account 661-441-58200-930.000.



GRAND RAPIDS
600 AIS Drive S.W.
Grand Rapids, MI 49548
(616) 538-2400

LANSING
3600 N. Grand River Ave.
Lansing, MI 48906
(517) 321-8000

NORTHEAST DETROIT
65809 Gratiot Avenue
Lenox, MI 48050
(586) 727-7502

SAGINAW
4600 AIS Drive
P O Box 253
Bridgeport, MI 48722
(989) 777-0090

TRAVERSE CITY
8300 M-72 East
P.O. Box 190
Williamsburg, MI 49690
(231) 267-5060

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
(248) 437-8121

Ship To :

Invoice To :

CITY OF WYOMING
1155 28TH STREET SW
WYOMING MI 49509

Branch GRAND RAPIDS		
Date 01/03/24	Time 10:03:22 (O)	Page 01
Account No. 446948	Phone No. 6165307260	Invoice No. W19057
Ship Via	Purchase Order 554-001	
Sales Tax License No. EXEMPT	Federal Exemption No.	
		Salesperson 209

DESCRIPTION

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
058869 244J LOADER 244J	3872	1LU244JXPZB029043	09/20/13	

SEGMENT# 1 S 42219 NA 12/14/23 12/15/23

Line boring-loader arms

COMPLAINT:

1. Customer says the front loader arm bushings are completely gone/ovaed. Line bored loader arms.
2. Removed bucket & front coupler for line boring.
3. Bucket curl T-link bushings were ovaed out. Installed new bushings.
4. Installed new bushings in the loader arms.
5. Tapped new grease holes in the T-link and installed new grease fittings.
6. Installed custom built grease lines for the loader arms to make it easier to grease.
7. Reassembled quick coupler with new guides, pistons, and seals.

CORRECTION:

Washed machine off and washed off the quick coupler really good. Removed bucket and the front coupler. Removed bucket curl T link from the machine as well because the T-link bushings were ovaed out. Disassembled coupler and T-link to get it line bored and new bushings. Once the line boring was finished, I installed new bushings in the loader arms. Cleaned up T-link holes and installed the link onto the machine with a new pin. Tapped new grease holes in the T-link and installed new grease fittings. Removed the old grease fittings in the loader arm and custom-made new lines to bring the grease fittings up higher and easier to see. Reassembled the quick coupler with new guides, pistons, and seals. Quick coupler is tweaked a little bit, had to grind

CONTINUED ON PAGE 02

If you have any questions or concerns, please call your local AIS branch. Thank you.

FINANCE CHARGE ON OVERDUE ACCOUNTS AT THE RATE OF 1.5% PER MONTH.
(SEE REVERSE SIDE FOR IMPORTANT INFORMATION)

Cores must be returned within 60 days for full credit (pending inspection)

Customer Name:
Customer Signature:

IMPORTANT PROVISIONS OF CONTRACT ON REVERSE SIDE.

MICHIGAN PARTS & SERVICE

No returns or cancellations on special orders. No returns on electrical parts. Other returns must be within 30 days, in a new unopened package, subject to a restocking charge.

If the Customer does not pick up its equipment or request that AIS deliver the equipment at the Customer's expense, within 14 days after the repairs have been completed, a storage fee of two dollars per day shall be charged for each day that the equipment remains in the possession of AIS.

AIS shall perform labor and provide parts as is necessary to complete the repairs or servicing. AIS shall also replace any parts which are missing, worn out, or are otherwise unfit for use where replacement is reasonably necessary to effectively complete the requested repairs. All replacement parts shall be new or rebuilt parts unless the Customer shall otherwise specify in writing.

If after the requested repairs have been started the Customer requests that additional work be performed the additional work shall be performed according to these terms and conditions. Signature on this work order shall be a conclusive admission that the additional work was undertaken with the express authorization of the Customer.

AIS reserves the right to demand cash for the work performed and/or parts supplied upon pick up or delivery of the equipment. If the Customer desires to receive credit it must request credit in advance or must have an approved line of credit.

1. AIS's terms are that all charges are due and payable on the 10th. day of the month following the date of purchase with no FINANCE CHARGE if paid in full by the date due.
2. If payment in full of this invoice is not received on or before the due date shown on each monthly billing statement, a monthly finance charge will be imposed in an amount equal to 1.5% of the unpaid balance.
3. If any sum is not paid when due under this agreement AIS may at its option declare all sums owing immediately due and may refer the account to its attorneys or other collection agencies for collection, and the Customer agrees to pay attorney fees together with the unpaid balance, FINANCE CHARGE, and court costs.
4. Customer agrees to pay for any purchase made for use in his business or personal use regardless of whether picked up by him, an employee, or a member of his family.

PARTS AND SERVICE LIMITED WARRANTY

WARRANTY: AIS warrants parts and service work to be free from defects in material and workmanship for a period of six (6) months from the date the Customer picks up the machine or part. AIS's obligation shall be limited to the repair or replacement at its premises of those new or rebuilt parts installed or labor performed show to be defective. This remedy is the customer's sole and exclusive remedy. Customer agrees that AIS shall not be liable for consequential or special damages. This warranty is expressly in lieu of all warranties expressed or implied, including any warranties of merchantability and fitness for a particular purpose.

Customer grants to AIS a security interest in the Equipment (described on the face of this Work Order) to secure payment of the purchase price of the parts and services required to perform the repairs described on the face of this Work Order. Any notification that AIS is required to give to Customer regarding any sale or other disposition of the Equipment shall be considered reasonable if it is mailed at least five days before the sale or other disposition. If AIS sells any of the Equipment on credit, then Customer will be credited only with payments that the purchaser actually makes and that AIS receives and applies to the unpaid balance of the purchase price of the Equipment. If the purchaser fails to pay for the Equipment, then AIS may again dispose of the Equipment and apply the proceeds in accordance with this paragraph.

CUSTOMER AGREES that AIS will not be held responsible for loss or damage to equipment submitted for repair which result from fire, theft, or other causes beyond the control of AIS.



GRAND RAPIDS
600 AIS Drive S.W.
Grand Rapids, MI 49548
(616) 538-2400

LANSING
3600 N. Grand River Ave.
Lansing, MI 48906
(517) 321-8000

NORTHEAST DETROIT
65809 Gratiot Avenue
Lenox, MI 48050
(586) 727-7502

SAGINAW
4600 AIS Drive
P.O. Box 253
Bridgeport, MI 48722
(989) 777-0090

TRAVERSE CITY
8300 M-72 East
P.O. Box 190
Williamsburg, MI 49690
(231) 267-5060

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
(248) 437-8121

Ship To :

Invoice To :

CITY OF WYOMING
1155 28TH STREET SW
WYOMING MI 49509

Branch GRAND RAPIDS		
Date 01/03/24	Time 10:03:22 (O)	Page 02
Account No. 446948	Phone No. 6165307260	Invoice No. W19057
Ship Via	Purchase Order 554-001	
Sales Tax License No. EXEMPT	Federal Exemption No.	
	Salesperson 209	

DESCRIPTION

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
058869	244J LOADER	3872	1LU244JXPZB029043	09/20/13
	244J			

out the loader arm bushings to get the guides to thread all the way in. Re-installed the T-link with the new bucket hook pin. Greased all new bushings and links. Hooked up lines and ran the loader quick coupler in and out several times to check for leaks. No leaks present. Greased entire machine. Checked machine, topped fluids off. Cleaned cab and cab glass. Parked machine, washed down bay.

ADDITIONAL DESCRIPTION:

Don-616-530-7273

AT173254	HYDRAULIC HOSE	2	62.07	124.14
AT261741	SHIM	6	9.89	59.34
AT261934	Bushing	3	119.43	358.29
AT261940	Pin Fastener	1 N	715.82	715.82
AT313786	SEAL KIT	1 M	479.01	479.01
AT313788	Seal	2	21.41	42.82
FRT OUT	SHIPPING	1	30.00	30.00
LW10289706	GUIDE	1 M	1231.00	1231.00
LW10289777	GUIDE	1 M	1327.73	1327.73
LW12217272	Piston	1 N	1823.99	1823.99
LW93010228	BUSHING	2	75.94	151.88
LW93023571	Pin	1 M	155.98	155.98
LW9423951	Solid Shim	2	23.10	46.20
PM710XX280	SEALANT	1	26.41	26.41
RESTOCK	RESTOCK	1	456.00	456.00
X1/8CD-S	ELBOW FITTING	2	6.64	13.28
1077877	10W30 XA (TI) CK4	2	16.77	33.54
	PARTS			7075.43
	LABOR			5097.12
11200007	SEGMENT TOTAL==>			12172.55

CONTINUED ON PAGE 03

If you have any questions or concerns, please call your local AIS branch. Thank you.

FINANCE CHARGE ON OVERDUE ACCOUNTS AT THE RATE OF 1.5% PER MONTH.
(SEE REVERSE SIDE FOR IMPORTANT INFORMATION)

Cores must be returned within 60 days for full credit (pending inspection)

Customer Name:
Customer Signature:

IMPORTANT PROVISIONS OF CONTRACT ON REVERSE SIDE.

MICHIGAN PARTS & SERVICE

No returns or cancellations on special orders. No returns on electrical parts. Other returns must be within 30 days, in a new unopened package, subject to a restocking charge.

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Ship To :

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CITY OF WYOMING
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Branch GRAND RAPIDS		
Date 01/03/24	Time 10:03:22 (O)	Page 03
Account No. 446948	Phone No. 6165307260	Invoice No. W19057
Ship Via	Purchase Order 554-001	
Sales Tax License No. EXEMPT	Federal Exemption No.	
		Salesperson 209

DESCRIPTION

STK#/FLEET#	HRS	PIN/EIN	WARRANTY DATE	HRS
058869 244J LOADER 244J	3872	1LU244JXPZB029043	09/20/13	

SEGMENT# 2 S 40580 NA 12/14/23 12/15/23
Line bore dump link bushing hole.

COMPLAINT:

1. Line bore dump link bushing hole.

CORRECTION:

Removed bushings out of the bucket dump link, cleaned up, and put new bushings in. I set up the bore bar on the other side of the dump link, bored out a little before taking the bar out. Welded up the hole, put the bar back on before boring it out to fit the bushing. I then took the bar off, cut the brackets off, and grinded the welds off. Polished the hole, pressed the bushing in, and cleaned up before painting.

11200007	LABOR	782.88
	SEGMENT TOTAL==>	782.88

0917286053

***** WORK ORDER TOTALS *****	
PARTS	7075.43
LABOR	5880.00
S SHOP SUPPLIES	74.59
SHOP SUPPLIES	197.00
WASTE CHARGE	197.00
TOTAL IBS CHARGE	13424.02

If you have any questions or concerns, please call your local AIS branch. Thank you.

FINANCE CHARGE ON OVERDUE ACCOUNTS AT THE RATE OF 1.5% PER MONTH.
(SEE REVERSE SIDE FOR IMPORTANT INFORMATION)

Cores must be returned within 60 days for full credit (pending inspection)

Customer Name:
Customer Signature:

IMPORTANT PROVISIONS OF CONTRACT ON REVERSE SIDE.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM UNDERWATER CONSTRUCTION CORPORATION FOR UNDERWATER INTAKE INSPECTION

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Underwater Construction Corporation for underwater inspection of the Water Treatment Plant's 66-inch diameter intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line in the total estimated amount of \$31,430.00.
2. It is further recommended the City Council authorize a \$5,000.00 contingency.
3. Funds for the purchase are budgeted in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Underwater Construction Corporation in the total estimated amount of \$31,430.00.
2. The City Council authorizes a \$5,000.00 contingency.
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 February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

STAFF REPORT

Date: January 23, 2024
Subject: Intake Inspection
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: February 5, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal from Underwater Construction Corporation for underwater inspection of the Water Treatment Plant’s 66-inch intake pipe, terminal structures, wet wells, and the zebra mussel control chemical line in the amount of \$31,430.00 with a \$5,000 contingency for a total amount of \$36,430.00.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

Wyoming’s Water Treatment Plant is supplied with water from Lake Michigan. An intake pipeline extends almost a mile out into the lake and sits on the lake bottom in approximately 50 feet of water. To determine the overall condition of the system, annual inspections are conducted of the intake pipe, two terminal structures, two wet wells, and the zebra mussel control chemical line. Since we currently have no redundant intake pipeline, it is imperative an annual inspection occur to ensure the system continues to function as designed.

Therefore, the two regional companies that are qualified to perform this type of work, Solomon Diving and Underwater Construction, were contacted for proposals. Both companies were provided the same scope of work and information to ensure fair, competitive proposals. Solomon Diving and Underwater Construction both submitted a proposal, and they are as follows:

Solomon Diving	\$32,060.00
Underwater Construction	\$31,430.00

Upon review of the proposals, Underwater Construction was found to meet the requirements presented in the scope of work and was the lowest proposal. They performed the intake inspection last year in a thorough and professional manner. Therefore, it is recommended the City Council accept the proposal from Underwater Construction in the amount of \$31,430.00 with a \$5,000 contingency for a total amount of \$36,430.00.

BUDGET IMPACT:

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

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means: Underwater Construction Corporation
(Name of contracting entity)
A Connecticut corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
4295 N Roosevelt Road
(Contractor's street address)
Stevensville, MI 49127
(Contractor's city, state & zip)

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

Effective Date means: February 6, 2024. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

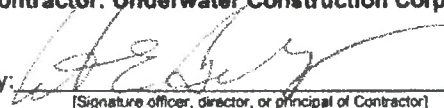
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Underwater Construction Corporation

By: _____
Kent Vanderwood, Mayor

By: 

(Signature officer, director, or principal of Contractor)
ROBERT E. BROWN
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: Jan 26, 2024

Date signed: _____, 20____

Approved as to form: 

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPMI/documents/Section-3-FAQs.pdf>).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen

property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, 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. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, 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.*, speaking English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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

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

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a

direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §17. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or

other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible for Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction/Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage afforded to required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/EMPLOYERS' LIABILITY	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

EXHIBIT B
RFP

**EXHIBIT C
PROPOSAL**



Page No: 1	UCC Proposal L-3313	Date: January 10, 2024
Prepared By: Nick Stathakis	Project Title: Diving Services - City of Wyoming: Intake System Inspections	
Submitted To: Mr. Dan Kleinhekse	Project Location: Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	
City of Wyoming Water Treatment Plant 16700 New Holland Road Holland, MI 49424 Dan Kleinhekse Kleinhekseld@wyomingmi.gov 616.738.4957	Proposal Basis: *Budgetary Price Based on Rates Below	
	Personnel: UCC would provide:	Maximum # of divers in the water at a time:
	Six (6) Person Crew - DIVING (Lake)	One (1)
	1 Diver Supervisor 1 Boat Captain 100 4 Diver Mechanic	Four (4) Person Crew - DIVING (Shore) 1 Diver Supervisor 3 Diver Mechanic
	Two (2) Person Crew - ROV	
	1 ROV Pilot	
	1 ROV Data Recorder	

Proposed Services

Underwater Construction Corporate (UCC) appreciates the opportunity to provide the City of Wyoming Water Department with UCC Proposal L-3313 for the above mentioned project.

UCC will assist the City of Wyoming with the 2024 raw water intake services as described within the scope of work on pages 2-3 of this proposal.

All Underwater Construction Corporation (UCC) operations comply with OSHA Commercial Diving Rules and Regulations 1910 Subpart "T", Association of Diving Contractors (ADCI) International Consensus Standards for Commercial Diving and Underwater Operation, and UCC's Safe Practices Manual.

UCC has assumed that the City of Wyoming or others will provide the following to support the previously stated services:

- Operation support and red tagging of equipment up to a twelve (12) hour period, as required.
- Unrestricted access to the work area.
- GPS Coordinates for the location of the Lake Michigan Intake Structure.

Equipment:

1 DOT Crew Cab 1 Ton Pickup Truck	1 DOT Crew Cab 1 Ton Pickup Truck
1 45' "John E" Steel Dive Vessel (Michigan)	1 Mobile Dive Station - Cargo Trailer 8'x16' - 8'x19'
1 Shallow Water Dive Package	1 Shallow Water Dive Package
1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose	1 Single Diver Water Heater (Excludes Fuel)
1 6,000 Watt Generator	1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter C
1 Single Diver Water Heater (Excludes Fuel)	1 AED
1 4" Stanley Hydraulic Pump	1 Confined Space or Diver Extraction System
1 Velocity Meter/Flow Meter	1 Velocity Meter/Flow Meter
1 AED	1 3,500 - 4,500 PSI Gas-Powered Pressure Washer with 100' Hose
1 Outland U/W Video System w/Audio Time/Date Console Display & 100 Meter Cable	
1 Gas Powered Hydraulic Unit 8-10 GPM w/ 100' Supply/Return Line	

No.	Description	Rate	Qty.	Sub-Total
1.01	Lake Work - Round Trip Mobilization Rate (does not include onsite services) per occurrence is:	\$ 2,500.00	1	\$ 2,500.00
1.02	Shore Work - Round Trip Mobilization Rate (does not include onsite services) per occurrence is:	\$ 1,120.00	1	\$ 1,120.00
1.03	Lake Work - UCC's All-Inclusive Daily Rate for the first eight (8) hours worked each day, Monday-Friday is:	\$ 5,730.00	1	\$ 5,730.00
1.04	Shore Work (ROV) - UCC's Lump Sum Rate for ROV Tunnel Inspection is:	\$ 15,780.00	1	\$ 15,780.00
1.05	Shore Work - UCC's All-Inclusive Daily Rate for the first twelve (12) hours worked each day, Monday-Friday is:	\$ 4,740.00	1	\$ 4,740.00
1.06	UCC's Rate for report preparation per eight (8) hour day is:	\$ 520.00	3	\$ 1,560.00
1.07		\$ -		\$ -
1.08		\$ -		\$ -
1.09	UCC's Standby Day Rate that will apply for delays due to factors outside of UCC's control is:	\$ 3,470.00		\$ -
1.10	UCC's Standby Day Rate (ROV) that will apply for delays due to factors outside of UCC's control is:	\$ 5,200.00		\$ -

*Materials and Consumables that are not included will be invoiced at cost plus:	10%	*TOTAL PRICE	\$	31,430.00
*Third Party Services, Bonds and Equipment that are not included will be invoiced at cost plus:	10%			
*TAXES ARE NOT INCLUDED	*ADDITIONAL TERMS AND CONDITIONS APPLY	*PRICING IS VALID FOR	60	DAYS

Signed: **Nick Stathakis** Digitally signed by Nick Stathakis
Date: 2024.01.10 09:45:01 -0500

Michigan / 4295 N. Roosevelt Road / Stevensville MI 49127 / www.uccdive.com
P: (800) 422-3935 / F: (269) 429-6579 / C: (269) 921-9006 / nstathakis@uccdive.com

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.

UCC PROPOSAL L-3313 THE CITY OF WYOMING 2024 SCOPE OF WORK

1) Lake Work – [One day, eight (8) hours].

- a. Diver(s) inspection of the interior and exterior of both the North and South intake cribs.
- b. Diver(s) inspection of the lateral between the North and South intake cribs. UCC has budgeted penetration diving totaling 200LF.
- c. Complete general condition assessment of the 3" chemical feed line piping, hardware, brackets, and diffusers for both North and South cribs and lateral lines.
- d. Document "as found" zebra mussel growth and accumulation throughout structures and components.

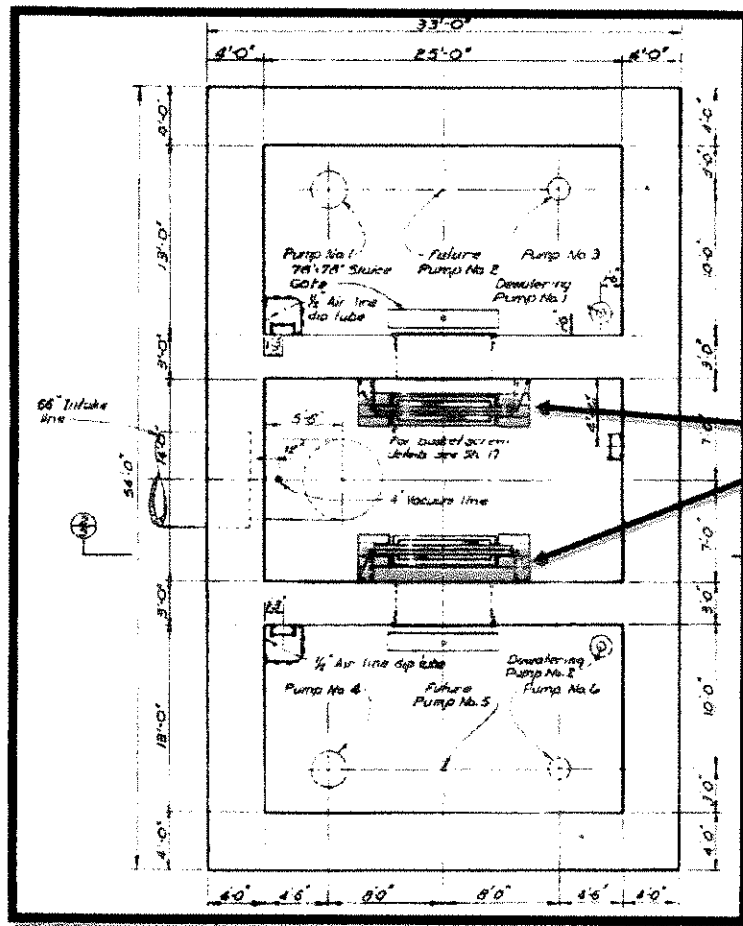
2) Shore Work – [One day, twelve (12) hours].

Access will be at the Low Service Pump Station (Lakeshore Pumping Station). Complete both interior tunnel inspection and North and South Wet Well inspections concurrently by use of Dive team and Remote Operated vehicle (ROV) team.

- a. Interior Tunnel - ROV Inspection.
 - i. UCC will subcontract Hibbard Inshore to complete interior inspection of the entire 4400-foot length of the 66" diameter pipeline.
 - ii. General condition assessment includes:
 1. Pipeline construction joints.
 2. Debris accumulation
 3. Chemical Feed Line:
 - a. Inspect chemical feed line and pipeline orientation.
 - b. Chemical feed line related mounting hardware.
- b. North and South Wet Well.
 - i. Inspection of the north and south wet well in the Low Service Pump Station.
 - ii. Inspection for the north and south sluice gates, guides, stems, and associated hardware in the wet well (diagram 1).
 - iii. Inspection and cleaning of the North and South sluice gates tracks (diagram 1).
 - iv. Inspection of the exterior of six pumps and six pump baskets. Evaluate each pump exterior and coatings for condition.
 - v. Document debris accumulation.

3) Final Deliverables

- a. UCC will provide an audio and video recording of the inspection including a formal comprehensive written report following completion as a final deliverable.
- b. UCC will provide a copy of Hibbard Inshore's internal tunnel inspection report within 35 business days after completing the data collection.

**DIAGRAM 1**

Inspection for the north and south sluice gates, guides, stems, and associated hardware in the wet well.
Inspection and cleaning of the North and South sluice gates tracks.

ADDITIONAL QUALIFICATIONS AND CLARIFICATIONS:

1. UCC is not responsible for the unsuccessful completion of inspections because of obstructions, risk of entanglement or other blockages that may damage the ROV, along with its ancillary equipment, or jeopardize its recovery. This includes obstructions caused by installations. Should it be necessary to abort an inspection, our supervisor will make a best effort to consult with the client's representative on the matter; however, our supervisor reserves the sole right to abort the inspection at any time. This will occur without penalty, financial or otherwise, to UCC.
2. Penetration diving is expected due to divers entering the lateral tunnel from each North and South intake cribs to main "T" with no direct ascent to the surface. Therefore, an in-water tender will be required to meet the requirements of OSHA and the Association of Diving Contractors International (ADCI). This results in a six (6) person dive crew required to safely complete the project.
 - a. UCC has budgeted up to 200LF of penetration pay to complete the internal lateral intake tunnel inspections at \$1.25 per foot.
1. Project schedule requires all work to be completed within a two-week period (weather dependent) before May 17, 2024. Preference for work to take place on weekdays Monday – Thursday.



Page No:	T&C Page 1 of 2	UCC Proposal L-3313	Date:	January 10, 2024
Prepared By:	Nick Stathakis	Project Title:	Diving Services - City of Wyoming: Intake System Inspections	
Submitted To:	Mr. Dan Kleinhekse	Project Location:	Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 1** Except as expressly provided herein, UCC makes no other warranty or guarantee of any kind, express or implied, including any warranty of merchantability of products or for suitability of products selected or requested by others for the intended purpose.
- 2** Budgetary pricing has been based on the proposed man loading and assumed schedule. It is not to be construed, whether expressed or implied, as a firm-fixed price or a not-to-exceed value for a specific scope of services.
- 3** The Standby Day Rate will apply for delays due to factors outside of UCC's control that cause the extension of the project's operations beyond the terms included in our price.
- 4** All open shop services will be invoiced based on a minimum eight (8) hour day Monday through Friday at the straight time rate. Overtime hours are billable after eight (8) hours Monday through Friday and for all hours worked on Saturdays. Double-time will be invoiced for all hours worked on Sundays and Holidays as listed below.
- 5** All services will be invoiced based on a minimum eight (8) hour day Monday through Sunday and on Holidays at the applicable billing rate.
- 6** UCC-recognized company holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additionally, any customer holidays that differ from UCC's will be considered UCC holidays.
- 7** Emergent services, defined as services requested and response required within twenty-four hours, may be subject to premium time charges (i.e., shop time, travel time, site hours [minimum eight (8) hours] and travel expense).
- 8** Signed manifests for time and material services or signed delay sheets are considered a customer's formal acceptance of work performed. Signed manifests and delay sheets shall also be used for final invoicing by UCC.
- 9** UCC will have U/W video available; however, this equipment's effectiveness is limited by in-water visibility.
- 10** By accepting UCC's proposal with these terms and conditions attached, you are accepting UCC's terms and conditions as identified herein.
- 11** Starting time for services shall be mutually agreed upon in advance and is subject to the availability of UCC's personnel and equipment.
- 12** Unless otherwise stated in a previously established contract, services will not be provided until the customer signs and returns this quote, or issues a purchase order referencing this quote in its entirety.
- 13** If a project is canceled after UCC's personnel have been mobilized, travel and/or material charges will be applicable. Related charges will be invoiced in accordance with the existing service contract or as identified in the proposal.
- 14** UCC assumes that the flow rate will allow for safe diving. If at any time the current velocity exceeds two (2) feet per second, the UCC management and safety departments shall be contacted prior to diving. Diving operations will not resume until hazardous conditions have been made safe. UCC is not responsible for project delays due to hazardous conditions.
- 15** In accordance with all Federal and State OSHA Commercial Diving Rules and Regulations 1910, Subpart "T", 29 CFR 1910.425.3 and ADCI International Consensus Standards for Commercial Diving and Underwater Operations, if a site hazard analysis reveals unforeseen conditions, additional personnel may be required and the project cost would increase accordingly. Such conditions will be communicated in advance to the customer.
- 16** UCC management and safety departments will solely determine whether conditions are conducive to safe diving operations per UCC's Safe Practices Manual to include extreme cold temperatures or excessive heat which will result in project delays and additional cost to the overall budget. Client is responsible for all weather delays.
- 17** Client will isolate all systems that adversely affect the conditions within the ROV's travel path and work area for the duration of services. Adjacent systems will be considered during the project planning phase and may require additional isolation.
- 18** UCC is liable for their employees; client is responsible for any individual, including himself, herself, or any invitee or other contractors around UCC's work site and our equipment.
- 19** Client is responsible for having permits in place, if required. If permits, bonding, or additional insurance are required to be supplied by UCC, additional costs would be invoiced as additional services.
- 20** Unless otherwise stated, UCC is not responsible for liquidated or consequential damages.
- 21** UCC understands that prevailing wages will not apply on this project; therefore, pricing is based upon compensating our personnel in accordance with our in-house wages.
- 22** UCC assumes that dual (multiple) classifications can be utilized daily for each employee on the project as required.

PLEASE SIGN THE LAST PAGE OF THESE TERMS AND CONDITIONS

In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (860) 747-0612, or PDF via email to harvey@underwater.com. By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

AN EQUAL OPPORTUNITY EMPLOYER

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. Any distribution, reproduction or dissemination is strictly prohibited.



Page No:	T&C Page 2 of 2	UCC Proposal L-3313	Date:	January 10, 2024
Prepared By:	Nick Stathakis	Project Title:	Diving Services - City of Wyoming: Intake System Inspections	
Submitted To:	Mr. Dan Kleinhekse	Project Location:	Lake Michigan: Offshore of Holland, MI - Intake Structure & Pipeline	

TERMS AND CONDITIONS

These terms and conditions are the primary overriding terms and conditions of services.

- 23** All-inclusive daily rates, if provided, will not be prorated for partial day services, unless expressly agreed to in advance.
- 24** All pricing, as offered, excludes any applicable sales and/or use tax. For any services performed outside the state of CT, UCC is not responsible for collecting of/ or remittance of sales tax.
- 25** Invoices for services will be submitted monthly or upon completion and are payable in full within thirty (30) calendar days. Past due accounts are subject to 1.5% interest per month (18% per annum) on the unpaid balance as well as any costs and expenses including legal fees incurred by UCC to collect any amount due hereunder.
- 26** In the event an invoice is not paid within our terms, or within previously agreed upon terms, it is UCC's policy to file a lien following 60 days of delinquency.
- 27** UCC's proposal is valid for sixty (60) days from date of issuance unless otherwise noted.
During the inspection process if extensive abnormalities are discovered and are deemed to be documented or additional revisions are requested within the comprehensive written report as directed by the client and or site representative UCC will invoice additional time required as necessary per the price schedule proposed herein. Such conditions will be communicated in advance to the client.
- 28**
- 29**
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- 35**
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- 38**
- 39**
- 40**
- 41**
- 42**
- 43**
- 44**

Signed: _____ Date: _____

Billing Address:
In the event you do not have an established purchase order form or process, please provide billing address, sign, date, and return this proposal via fax to (840) 767-0612, or PDF via email to blair@uconcrete.com.
By signing this proposal, this will constitute a mutual agreement and you are acknowledging acceptance of this proposal and its terms and conditions in its entirety.

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RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
INSTALLATION OF A 36” BUTTERFLY VALVE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from DHE Plumbing and Mechanical LLC (DHE) for the installation of a 36” butterfly valve in the total estimated amount of \$21,400.00.
2. Funds are available in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal for the installation of a 36” butterfly valve from DHE in the total estimated amount of \$21,400.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: January 23, 2024
Subject: Valve Installation
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: February 5, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by DHE Plumbing and Mechanical LLC (DHE) in the amount of \$21,400.00 for the installation of one 36” butterfly valve.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Water Treatment Plant houses ten high service pumps that pump water approximately twenty-six miles through various piping and valving to supply clean, safe drinking water to wholesale customers and the City of Wyoming. One such high service valve is a 36” butterfly valve that was found to have a failed seat and was leaking during the removal of high service pump 7. The leaking valve required more valves to be closed and additional plant equipment to be shut down to perform work. Thus, the need for tight sealing valves is vital to the operation and maintenance of the WTP.

Therefore, a replacement valve was ordered with the City Council approval of Resolution No. 27436. The valve has been delivered to the WTP and is ready for installation. Since DHE is currently mobilized onsite and performing a ball valve replacement project in the same area, they were a natural choice to perform this additional work. Pricing was requested from DHE and they returned with a proposal to install the 36” butterfly valve at the reduced rate amount of \$21,400.00, which includes installation materials such as bolting and gaskets. To confirm fair pricing, two other local contractors who specialize in this type of work were contacted for pricing. Allied Mechanical Services declined the opportunity citing a lack of manpower resources. Franklin Holwerda Company provided a price of \$99,300.00 to perform the 36” valve installation.

Considering DHE is already onsite performing valve replacement work and offered the reduced rate installation cost, it is recommended City Council accept the proposal as provided by DHE Plumbing and Mechanical LLC in the amount of \$21,400.00 for the installation of one 36” butterfly valve.

BUDGET IMPACT:

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

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means: DHE Plumbing and Mechanical LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
4475 8th Ave
[Contractor's street address]
Grandville, MI 49418
[Contractor's city, state & zip]

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

Effective Date means: February 6, 2024. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified by the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

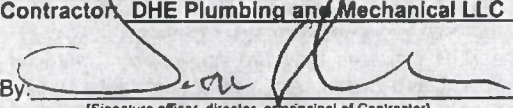
4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: DHE Plumbing and Mechanical LLC

By: _____
Kent Vanderwood, Mayor

By: 
[Signature officer, director, or principal of Contractor]
Josh Herber - Owner
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 1/23, 2024

Date signed: _____, 20__

Approved as to form: 

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOASHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-III/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, 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. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, 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., speaking English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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

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

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged

in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §17. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the

Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is of the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure

to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage afforded to required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
\$2,000,000 per occurrence	
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$ _____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes _____ No _____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

**EXHIBIT B
PROPOSAL**



Office 616 · 896 · 8414
Fax 616 · 896 · 8565
Web www.dheplumbing.com

December 28, 2023

MECHANICAL PROPOSAL

PROJECT: Wyoming WTP - 36" High Service Butterfly Valve Replacement

**To: City of Wyoming
Attn: Dan Kleinheksel**

Pursuant to your request, **DHE Plumbing & Mechanical** offers the following proposal for your approval.

Mechanical Scope of Work:

Demo/Remove the Following:

- (1) Existing 36" Butterfly Valve as Discussed
- All Existing Hardware

Furnish & Install the Following:

- (1) New 36" Butterfly Valve (*Procured by Owner*)
- All New Zinc Coated Bolting Hardware at Valve Flanges
- New Gaskets at Valve Flanges

Also Included in This Proposal:

- All Rigging Equipment as Needed (*Reduced Rate to Coincide w/ Pump Valve Project*)
- Hydraulic Wrench Rental (*Reduced Rate to Coincide w/ Pump Valve Project*)
- Assistance from Plant Staff Moving Pump if Needed

Excludes:

- Any & All Electrical Work
- Final Coatings

Mechanical Total: \$ 21,400.00

Thank you for the opportunity to provide you with this proposal. Please contact me with any questions.

Best Regards,

Josh Heyboer - Owner/Estimator
616-262-3574 / josh@DHEPlumbing.com

Your Mechanical Partner

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AMENDMENT FOR
RESIDUALS HAULING AND DISPOSAL SERVICES

WHEREAS:

1. On March 1, 2021, City Council adopted Resolution number 26930 awarding the bid for residuals hauling and disposal to Waste Management of Michigan, Inc.
2. As detailed in the attached staff report, it is recommended City Council accept an amendment from Waste Management of Michigan, Inc. to extend the contract for residuals hauling and disposal services through July 17, 2025 at a new rate of \$96.37 per ton.
3. Funds are available in account number 591-591-55300-921.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an amendment from Waste Management of Michigan, Inc. to extend the contract for residuals hauling and disposal services through July 17, 2025.
2. The City Council authorizes the Mayor and City Clerk to sign the amendment to the contract.
3. The City Council authorizes the City Manager to accept future amendments in accordance with the contract and budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Amendment

Resolution No. _____

STAFF REPORT

Date: January 15, 2024

Subject: Water Plant Residuals Hauling and Disposal

From: Robert Veneklasen, Water Treatment Plant Superintendent

CC: Myron Erickson, Director of Public Works and Utilities

Meeting Date: February 5, 2024

RECOMMENDATION:

It is recommended the City Council approve the one-year contract extension with Waste Management of West Michigan for the Water Plant Residuals Hauling and Disposal Services for the removal and disposal of the water plant treatment process residuals in a sanitary landfill.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper disposal of treatment residuals ensures good environmental stewardship and use of City resources.

DISCUSSION:

The City's water treatment plant produces residual material from the process of chemical application to remove suspended and colloidal matter from the raw, untreated, Lake Michigan water. This material is then mechanically dewatered by centrifuge to reduce the mass and volume. The processed material is deposited into tractor trailers which when full are hauled to a sanitary landfill for disposal.

The current three-year agreement starting in 2021, and ending in 2024, allows for one-year extensions as agreed upon by both parties. There was only one bid received for these services in 2021 and present market conditions in this area are not indicative of a greater interest to provide these services. Therefore, it was determined that soliciting the current vendor for a one-year extension was an appropriate approach.

A favorable reply was received from Waste Management proposing a 5% cost increase from this year's current rate of \$91.77 per ton bringing the new cost to \$96.37 per ton.

BUDGET IMPACT:

This activity is budgeted annually in account #591-591-55300-921.000. The increased costs will be budgeted appropriately in the upcoming 2025 budget.

1ST AMENDMENT TO CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN

This amendment to the contract dated February 15, 2021 is made as of the Effective Date between the City and the Contractor.

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

"Effective Date" means: January 3, 2024.

"Contractor" means: Waste Management of Michigan, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1700 56th Ave
[Contractor's street address]
Zeeland, MI 49464
[Contractor's city, state & zip]

"RFP" means the Request for Bids/Proposals attached as Exhibit A and includes all plans and drawings referred to in it.

This amendment is a one-year extension of RFP Exhibit A. This one-year extension ends July 19, 2025. The rate from July 17, 2024 to July 17, 2025 is \$96.37 per ton.

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

CITY OF WYOMING

Waste Management of Michigan, Inc.


By: _____
Kent Vanderwood, Mayor

By: Phil Bonifer
[Signature officer, director or principal of Contractor]
Phil Bonifer
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: January 4, 2024

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

EXHIBIT A
RFP



WASTE MANAGEMENT

4547 Wayne Rd.
Battle Creek, MI 49015
(269) 969-7500
(269) 962-5690 Fax

February 15, 2021

Kelli A. Vandenberg
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Dear Ms. Vandenberg:

Enclosed is Waste Management's bid response for Water Plant Residuals Hauling and Disposal. We have received ADDENDUM #2 ADDED - 2/8/21. Thank you for the opportunity. We look forward to continuing our business relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Phil Bonifer'. The signature is written in a cursive style with a large initial 'P'.

Phil Bonifer
Industrial Account Manager

CITY OF
Wyoming
MICHIGAN

**ADDENDUM #1 - BID/PROPOSAL FOR
WATER PLANT RESIDUALS HAULING AND DISPOSAL
BID DUE: 11:00 AM; TUESDAY, FEBRUARY 16, 2021**

ADDENDUM #1

In accordance with MIOSHA's COVID-19 emergency rules, the City of Wyoming city hall may be open by appointment only. If closed, those wishing to hand-deliver bids should telephone the number listed on the doors of the Wyoming city hall upon arrival and a representative will come out to take the sealed bid. Be advised that experience with FedEx and other couriers is that they will not call and delivery fails.

Bidders are solely responsible for ensuring delivery by the required date and time.

Until further notice bid openings will be held virtually. A City representative will open the bids and read them on camera. For those interested in observing, a link to observe by Zoom will be available on the City of Wyoming [website calendar](#).

Initial tabulations of bids will usually be posted to the city's website within 48 hours of the bid opening. These initial tabulations will be subject to more detailed reviews of the bids for compliance with bidding requirements and other tasks.

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

Please complete this addendum and attach to your bid/proposal.

Waste Management of Michigan, Inc

COMPANY

866-797-9018

BUSINESS PHONE

269-209-8153

CELL PHONE

pbonifer@wm.com

EMAIL ADDRESS (REQUIRED)

Philip Bonifer

NAME (PLEASE PRINT)

[Handwritten Signature]

SIGNATURE (REQUIRED)

2/16/21

DATE

REQUEST FOR BIDS/PROPOSALS

The City of Wyoming, Michigan is requesting bids/proposals for the services or project generally referred to as:

Water Plant Residuals Hauling and Disposal

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (the "Work").

DUE DATE AND TIME

The City Clerk will receive bids/proposals for the Work submitted by the date and time stated below in accordance with this Request for Bids/Proposals:

Due date and time: February 16, 2021, 11:00 A.M., local time

Place: Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
PO Box 905
Wyoming, MI 49509-0905

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for Water Plant Residuals Hauling and Disposal."

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, even if in route by U.S. Mail or by courier service or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the required date and time, will not be opened and will be returned to the bidder/proponent. Bids/proposals will not be accepted by e-mail or other electronic delivery.

PRE-BID MEETING

A pre-bid meeting will not be held.

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to VeneklasenR@wyomingmi.gov. No questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. The City will endeavor, but is not required to email a copy of any addendums, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via the City's e-Bidder system. Addendums will also be available on the City's website and at the City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

It is the bidder's/proponent's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the specifications and all bidders/proponents shall be bound by such changes or addenda.

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid for at least 90 days after submission.

Any bidder may withdraw its bid at any time prior to the scheduled time for the bid opening. A written request to withdraw shall be delivered to the City's Purchasing Department prior to award.

All proponents are responsible for the following in preparing and submitting a bid/proposal:

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of this request for bids/proposals will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.

2. Reviewing the plans and specifications to determine if due to funding requirements, Davis-Bacon Act or other prevailing wage requirements, low and moderate income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent 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 the City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, e.g. Michigan, Delaware, etc. and the type of entity, e.g., a corporation, a partnership, a limited liability company, a limited partnership, or other business form.
 - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.
8. Include any required bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.
 - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
 - A. Prices should be stated in units of quantity specified in the plans, specifications and request for bid/proposal. In case of any discrepancy in determining the amount of the bid/proposal, the quoted unit price will govern.
 - B. If a lump sum bid price is requested bidder/proponent shall submit for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than such items as are indicated in the plans and specifications. If any items, accessories or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, it shall be the proponent's responsibility to furnish those items, accessories or groups of items, and include them in the lump sum bid price submitted.
 - C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those should be specifically stated. If the professional or other services are to be

provided on an hourly basis, the hourly rate(s) should be specified and billing shall be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that shall be stated.

- D. If the bid or proposal is for a fixed fee or not-to-exceed amount and is to be site visits, meeting attendance or other items are to be limited, that limitation shall be clearly stated.
 - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups should be clearly enumerated.
 - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. The City reserves the right to pre-approve lodging, transportation, and other travel costs.
 - G. Bid prices for equipment, goods or other items must include all delivery charges.
10. If required by the specifications, include:
- A. The manufacturer and/or model number(s) of specified equipment.
 - B. The warranties or guarantees provided for any work, equipment and other items.
 - C. The number of calendar days required for delivery of any equipment, goods or other items.
11. Include a proposed schedule for beginning and completing any Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time is to be provided as stated in 10.C above.
12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the language for the requested modification.
13. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants.
14. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
15. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a list of similar projects, services or work the proponent has provided within the last 5 years including:
- A. The name(s) of the proponent's client(s) or customer(s),
 - B. A description of the work performed,
 - C. A description of the overall project,
 - D. The date(s) the proponent performed the work, and
 - E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.
16. If the bid/proposal is for Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment and other capabilities for performing the work as required by the specifications.
17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal is for Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

Bids/proposals will be publicly opened and read immediately following the due date and time stated above. Bids/proposals will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid/proposal openings are generally available on the City's website www.wyomingmi.gov within 2-3 business days after scheduled bid/proposal opening.

CITY'S RESERVATION OF RIGHTS

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the proponent/contractor to comply with the specifications,
2. Reject any or all bids,
3. Waive any irregularities, nonconformities or technicalities of any bid,
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices,
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal,
6. Make inquiries of others about any proponent, any identified subcontractor or consultant, and any of their personnel,
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent,
8. Negotiate with one or more selected proponent(s), and
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in the best interest of the City.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

Consideration of bids/proposals typically involves (i) review and tabulation of the bids/proposals and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom proponents have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended proponent, and (vii) City Council award of the contract. The City is not obligated to follow and may deviate from this typical process as deemed in the best interest of the City.

CONSIDERATION FACTORS

While contract price/cost is an important factor in consideration of any bid/proposal, (i) the proponent's experience and expertise, (ii) the proponent's reputation, (iii) previous City experience with a proponent, (iv) the experience, expertise, reputation, and previous City experience with the proponent's identified subcontractor's and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid/proposal and/or contract.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent is attesting it complies with and promises its will comply with these Standard Terms and Conditions, except to the extent the proponent's bid/proposal identifies any specification, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified and proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. **Legal Compliance.** Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.
2. **Permits and Inspections.** Unless the plans and specification or the submitted bid/proposal states otherwise, Contractor shall, without expense to the City, obtain all necessary licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to

commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents has reviewed the grant agreement and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract.
4. **Qualifications.** Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and must maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply the materials required by the contract.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
 - F. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.
5. **Diversity and Inclusion.** Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: <https://www.eeoc.gov/>).
6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:
 - A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of the contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the bid/contract.
 - B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal.
 - C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.
 - A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to the City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the plans, specifications or contract call for the use, installation or acquisition for City use of any materials, equipment, supplies or other items:
 - A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid/proposal.
 - C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer or any items provided or installed under the contract, and shall ensure any warranties for such items are held by or assigned to the City.
 - E. If quantities are listed in this request for bids/proposals, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall retain and, upon request, provide the City copies of any required manifest or other disposal documentation.

11. Restoration. Unless the plans and specifications state otherwise, Contractor shall restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.
12. Access to Work. City personnel, the City's design professional(s), and City representatives must always have access to all parts of the work and will be furnished such information and assistance by the Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. Taxes. The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
 - A. Quotations must be separated to show the amount to be added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. Records. Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 6 years after completion of the contract. Contractor shall, within 2 City business days of any City request, allow inspection, auditing and copying of all retained records.
15. Assignment/Beneficiaries. Unless otherwise expressly provided in the contract:
 - A. No right or duty of Contractor under the contract may be assigned or delegated without the City's prior written consent.
 - B. The contract will be binding on Contractor's successors and permitted assigns.
 - C. No other individuals or entities are intended to be beneficiaries of the contract.
16. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
 - A. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonable determines makes time of the essence and (ii) after at least written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.
 - B. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
 - C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
 - D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. By submitting a bid/proposal a proponent is agreeing to this jurisdiction and venue.
 - E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert

consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids document, who will correct such discrepancies, errors, or omissions in writing.
2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - Contract/Purchase Order
 - Bid Proposal on the City's Form - without any additions or changes
 - Technical Bid Specifications
 - Instructions to Bidders
 - General Bid Information
 - City Contract Standard Terms and Conditions
 - Drawings
 - 2005 City of Wyoming Standard Specifications for Construction\Prequalification Documents
3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

18. General Terms.

- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
- B. The captions are for reference and will not affect the interpretation of these terms and conditions.
- C. The contract is made in Kent County, Michigan.
- D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- E. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.
- B. Contractor shall hold the City and the City's officers and employees harmless from, indemnify for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's Work under or performance of the contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of the contract.
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991.

2. Insurance.

A. Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$1,000,000 General Aggregate Limit \$1,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required Insureds or additional Insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Shall include an endorsement stating the following shall be <i>Additional Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional Insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Coverage is required if the amount stated below is more than \$0. Amount required \$0. Otherwise, such coverage may be used to meet liability limits as provided in the adjoining column.	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required Insureds or additional Insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$0.	The City of Wyoming shall be "Named Insured" on said coverage. A thirty (30) day, ten (10) day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$0.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	<p>Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i>: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing</p> <p>Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.</p>
PROFESSIONAL LIABILITY	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$0.</p>	<p>If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.</p>
BUILDERS RISK PROPERTY INSURANCE	
<p>Coverage is required if the amount stated below is more than \$0.</p> <p>Amount required \$0.</p>	<p>Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form, and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.</p>

- B. Policy(ies), as described above, shall be endorsed to state the following: "Thirty days, ten days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, P.O. Box 905, Wyoming, WY 83001-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies and endorsements.
- C. Upon the City's request, Contractor shall also provide the City evidence that all subcontractors performing Work have the same types and amounts of coverage as required of Contractor or that the subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond

- A. A bid bond is/ X is not required for this project.
- B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, the City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.

2. Payment Bond

- A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

4. No Liens

- A. Under Michigan law construction liens may not be placed on public projects or the property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If any subcontractor, supplier or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take any steps needed to secure the release of that lien and Contractor will indemnify the City for any costs the City incurs to secure the release of that lien.

SPECIFIC REQUIREMENTS

The successful bidder/contractor (Contractor) shall be responsible for providing and placing trailers suitable for collecting drinking water treatment residuals (alum sludge) at the dewatering facility at the Donald K. Shine Drinking Water Plant (Plant), located at 16700 New Holland Rd, Holland, Michigan. The Contractor shall also be responsible for removing and transporting these residuals from the Plant to approved landfill sites under contract with and at the discretion of the Contractor. The Contractor shall be responsible for any and all tipping fees and charges assessed by the landfill operator during the life of the Trucking and Landfill Services Contract.

1. The Plant residuals have the following general characteristics:
 - A. % Solids (range) 15% to 25%
 - B. pH (range) 6 to 8
2. The annual amounts of solids generated for trucking and disposal are: Wet Tons 2,300*
3. Monthly amounts of solids* generated during the past year are:

Month	Year	Wet/Tons	Year	Wet/Ton
January	2017	135	2020	119
February	2017	135	2020	240
March	2017	192	2020	141
April	2017	151	2020	208
May	2017	176	2020	147
June	2017	250	2020	124
July	2017	231	2020	304
August	2017	261	2020	238
September	2017	174	2020	174
October	2017	261	2020	158
November	2017	81	2020	110
December	2017	38	2020	182
Total		2085	Total	2145

*Quantities stated herein shall be for cost analysis only and are not a guarantee of minimum or maximum quantities.

4. The awarded contractor shall provide emergency contact information on the weekend or after normal working hours.
5. The Contractor shall maintain a contract with a landfill(s) reviewed and approved by Robert Veneklasen, Utility Plant Superintendent. The Contractor shall provide and maintain all necessary equipment, manpower, transportation equipment, supplies and any other items as needed to successfully collect solids at the dewatering facility at the Plant and deliver approximately 3000 wet tons of solids annually to the approved landfill site(s). The Contractor will be responsible for any and all landfill fees and shall include these expenses within the bid price.
6. Each bidder shall personally inspect the Plant premises, the truck loading bay and the dewatering facility and confer with the Operations Supervisor, so as to arrive at a clear understanding of the work to be performed, the manner in which and the conditions under which the work is to be performed. Contact Robert Veneklasen at veneklasenr@wyomingmi.gov to schedule an appointment.
7. The Contractor will adhere at all times to all security procedures in place at the Plant.

8. The Contractor shall transport solids in a safe and efficient manner from the Plant, located at 16700 New Holland Road, Holland, Michigan to all approved landfill sites under contract.
9. The Contractor shall ensure sufficient tractor/trailer capacity to remove solids loads from the Plant at least 4 times per month and as frequently as 20 times per month so as to permit the continuous operation of the dewatering facility located at the plant during normal business hours.
10. The Contractor will be required to place and leave a trailer in the dewatering facility to collect solids discharged from the dewatering centrifuges located at the dewatering facility at the Plant.
11. Tractor/trailer specifications for size:
 - A. Presently using a trailer/pup combination with the following dimensions: Trailer 26 ft. and Pup 18 ft. with a total height of 10.5 ft.
 - B. The trailer combination must cover the area under the six drop chutes.
 - C. Dumpster will not be allowed in place of trailers.
 - D. The door height that the tractor and trailers must enter and exit is 11 ft.
12. The Contractor shall submit and comply with a spill response plan that is approved by the City, is reviewed at least annually by the Operations Supervisor and the Contractor, and shall be modified as necessary with the Operations Supervisor's written consent. At minimum, such plan shall meet the following requirements:
 - A. Security of the scene
 - B. Proper contacts made
 - C. Halt the source of the spill
 - D. Contain the spill
 - E. Clean-up strategies
 - F. Final clean-up
 - G. Management of clean-up efforts
 - H. Reporting requirements
13. The Contractor shall cover all loads during transit from the dewatering facility to the landfill site.
14. The Contractor will deliver and unload solids in accordance with the policies and procedures set forth at those landfill sites approved by the Operations Supervisor.
15. The Contractor shall provide competent and adequately trained personnel to perform the services.
16. Coordination and Scheduling
 - A. For purposes of this Agreement, "normal business hours" shall be (all times Eastern):
 - Monday through Friday 6:00 a.m. to 6:00 p.m.
 - Saturday 6:00 a.m. to 12:00 p.m.
(Excluding Sundays and Federally-recognized holidays)
 - B. The City shall use reasonable efforts to cooperate with the Contractor through the Water Plant Operations Supervisor regarding the scheduling and/or coordinating of all deliveries and work at the dewatering facility. The City shall:

- Provide processed solids to the Contractor which meet the regulatory requirements for landfill disposal.
- Provide the Contractor access to the dewatering facility during normal business hours.
- Maintain the dewatering facility in good operating condition.

17. Price, Payment & Contract

- A. Bid price shall be based on a wet ton basis and shall include any and all trailer usage fees, trucking expenses and any and all landfill tipping fees associated with the transport and delivery of water treatment plant sludge to an approved landfill.
- B. Pricing shall remain firm for each yearly period of the contract. Annual adjustments for the contract shall be as bid. No other cost adjustments shall be considered.
- C. For the Contractor's services under this agreement, the Contractor shall invoice the City on a monthly basis with adequate documentation (including but not limited to the City's purchase order or contract number, the weight/tons of each load, and the dates of service), no later than the 15th day of each month covering the prior month's deliveries from the dewatering facility, in accordance with the three (3) year price schedule included in the Contractor's bid
- D. The awarded bidder will be required to assume responsibility for all services offered in their bid and will be required to enter into a written agreement with the City in a form approved by the City's Attorney. It will be the responsibility of the awarded bidder to provide a draft of the agreement to the City within 10 days of award of bid for review and approval of the City. The bid specifications, bid proposal, and any part thereof shall be incorporated into the agreement.

18. Term and Termination

- A. The initial term of this contract shall be three years from April 15, 2021 to April 14, 2024 and renewable from year to year thereafter until terminated by mutual consent by either party giving the other at least one hundred and eighty (180) days written notice of its desire to terminate the same prior to the expiration of any yearly period. April 15th of each successive year after the initial three year contract period will be considered the date for annual renewal.
- B. The City may cancel or terminate this agreement at any time for convenience, without penalty or further obligation, at any time with or without cause or reason by giving the Contractor thirty (30) calendar days' written notice.
- C. The Contractor shall promptly remove its equipment from City property, including the dewatering facility, within such thirty (30) day notice period or upon the expiration of this agreement, whichever occurs first.

BID/PROPOSAL FORM

Bid/Proposal for Water Plant Residuals Hauling and Disposal

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

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/proposal form, including, without limitation, all of 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 the City due to unanticipated difficulties encountered in performing the actual work.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, Dunns #: <u>19-467-2085</u>		

Are you, or the business owner related to any elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list name and relationship: _____		

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

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):



BID/PROPOSAL FORM CONTINUED

The undersigned has the authority, on behalf of the organization shown below to submit this bid in accordance with the specifications contained herein.

State bid price for trucking and landfill services as specified herein. Bid price shall include any and all trailer usage fees, trucking expenses and any and all landfill tipping fees associated with the transport and delivery of water treatment plant sludge to an approved landfill.

Contract Year	Bid Price Per Ton
April 15, 2021 – April 14, 2022	\$86.51
April 15, 2022 – April 14, 2023	\$89.10
April 15, 2023 – April 14, 2024	\$91.77



Waste Management of Michigan, Inc
[Proponent's Complete Business Name]

[If Proponent is DBA include Full Proponent DBA Here]

Philip Bonifer
[Signature for proponent]

[2nd signature for proponent]

Philip Bonifer
[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 2-15-21

700 56th Avenue
[Proponent's street address]

[Proponent's business phone]

Zeeland MI 48464
[City] [State] [Zip]

269-209-7153
[Cell phone number(s) of person(s) signing for proponent]

pbonifer@wm.com
[E-mail address(s) of person(s) signing for proponent]

Corporation
[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

CONTRACT FORM

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

WATER PLANT RESIDUALS HAULING AND DISPOSAL CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **Water Plant Residuals Hauling and Disposal** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of February 16, 2021 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means:

LEGAL NAME OF COMPANY

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

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

STREET ADDRESS

CITY

STATE

ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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. 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

Contractor

By: _____
Jack A. Poll, Mayor

By: _____
Signature for Contractor

By: _____
Kelli A. Vandenberg, City Clerk

Printed Name & Title of Person Signing

Date signed: _____

Date signed: _____

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
Avigilon Camera System	Securadyne Systems Intermediate, LLC dba Allied Universal	\$14,771.00

2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Tabulation Sheet
Contract

Resolution No. _____

STAFF REPORT

Date: January 24, 2024
Subject: Mobile Command Center Vehicle Upgrade
From: Captain Eric Wiler
Meeting Date: February 5, 2024

RECOMMENDATION:

It is recommended City Council award a bid to Securadyne Systems Intermediate, LLC dba Allied Universal for an Avigilon camera system to upgrade the mobile command center in the amount of \$14,771.

COMMUNITY, SAFETY, STEWARDSHIP:

In October of 2022, the Public Safety Department requested the purchase and refurbishment of a previously owned mobile command center to replace a mobile command center that was beyond its serviceable life. The City Council approved this purchase under resolution number 27482. That approval included \$14,000 in refurbishments which has been spent on painting and decaling the exterior of the vehicle. However, the mobile command center requires upgrades to the computers, monitors, modems, and camera monitoring system as the equipment in the previously owned vehicle is not compatible with current technology.

The mobile command center provides the Public Safety Department with the ability to rapidly respond to and manage operational outcomes during natural disasters, large events (such as Metro Cruise), and active critical incidents. By utilizing the mobile command center for frontline communications, the Public Safety Department increases the probability of positive outcomes during these incidents, thereby increasing the safety of our community. Additionally, the mobile command center can be utilized during community events such as National Night Out and Touch-A-Truck. By purchasing and upgrading this previously owned vehicle, the City will have saved over \$400,000 as opposed to purchasing a brand-new custom command vehicle.

DISCUSSION:

In resolution 27482, the City Council authorized the Public Safety Department to spend \$79,000 on the purchase and refurbishment of the mobile command center. \$65,000 was for the purchase of the vehicle and \$14,000 was used for painting and adding decals to the outside of the vehicle.

The proposed mobile command center will allow crisis negotiators to be in the same vehicle as the incident commander and will allow multiple City departments to operate cooperatively in the event of natural or man-made disasters. Updating the computer systems and external mast camera will allow the incident commander to monitor large events, quickly obtain information during critical incidents, or assess clean-up and recovery efforts during disasters.

On January 16, 2024, the City received three bids for the mobile command center camera system. The Department of Public Safety is requesting the bid to purchase the camera system be awarded to the lowest bidder, Securadyne Systems Intermediate, LLC dba Allied Universal for \$14,771. In addition to the camera system, the project requires associated equipment as follows: two laptop computers, modems, modem antenna, printer, mounting equipment, ScreenBeam casting from laptop to monitor, and supplies to refinish cabinets and storage areas inside of the vehicle, in the amount of \$4,729. The associated equipment will be purchased from various vendors.

BUDGET IMPACT:

After the mobile command center was purchased in 2022, the previous mobile command center that had been utilized by the Public Safety Department was sold for \$35,000. The funds from this sale went into the revenue for sale of vehicles (662673.026) account.

A budget amendment is necessary for completion of the project and is also being presented at the February 5, 2024, meeting for approval. If approved, the necessary funds will come from the capital outlay – equipment (101-305-31500-984.000) account.

Attachments:

Bid Sheets
Bid Tabulation Sheet
Budget Amendment



Tabulation of Bids

Avigilon Camera System for Public Safety Command Bus
Opened by the City Clerk on January 16, 2024 at 11:00 A.M. O'Clock

<u>Company</u>	<u>Bid Price</u>
Securadyne Systems Intermediate, LLC dba Allied Universal	\$14,771.00
People Driven Technology, Inc.	\$17,938.00
Tele-Rad, Inc.	\$18,970.00

PROPOSAL COST TABULATION

CITY OF
Wyoming
MICHIGAN

Avigilon Camera System for Public Safety Command Bus PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Allied Universal
[Name of contracting entity]
A Michigan LLC
[State and type of entity, e.g., corporation, limited liability company, etc.]
5975 Crossroads Commerce Pkwy SW
[Contractor's street address]
Wyoming, MI 49519
[Contractor's city, state & zip]

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

Effective Date means: January, 2024.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

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

If any RFP requested goods are deemed discontinued, Contractor will replace, per the manufacturer of requested goods, recommendations.
[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Allied Universal

By: _____
Kent Vanderwood, Mayor

By: Sergio De Los Rios
[Signature officer, director, or principal of Contractor]
Sergio De Los Rios, Account Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 1/12, 2024

Date signed: _____, 20__

Approved as to form: 

02/05/24
City Atty

RESOLUTION NO. ____

RESOLUTION TO ACCEPT AN S&P GLOBAL PROPOSAL FOR CREDIT RATING
RELATED TO SEWAGE DISPOSAL SYSTEM REVENUE BOND ISSUANCE

WHEREAS:

1. The city is considering issuance of sanitary sewage system revenues bonds to fund the replacement of blowers for the clean water plant.
2. The city's independent financial advisor recommended the city engage S&P for a credit rating related to that bond issuance.
3. S&P Global proposed providing that rating for the fee of \$23,500 in a letter dated January 25, 2024.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city accepts the proposal set forth in the letter from S&P Global dated January 25, 2024, for a credit rating and rating letter related to the city's planned issuance of sewage disposal system revenue bonds to fund the blower replacement project at the city's clean water plant. City officers and employees are authorized and directed to take all actions consistent with that proposal and to participate in the rating in accordance with its terms.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on February 5, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
S&P Letter

Resolution No. _____

STAFF REPORT

Date: January 29, 2024
Subjects: Resolution Approving S&P Rating Proposal – Blower Project
From: Myron Erickson, Director of Public Works
Jodi Yenchar, Finance Director
Scott Smith, City Attorney
Meeting Date: February 5, 2024

RECOMMENDATION:

Adopt the Resolution to Accept an S&P Global Proposal for Credit Rating Related to Sewage Disposal System Revenue Bond Issuance.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when wastewater is properly treated prior to its discharge to surface waters.

Safety – Replacement and upgrades to clean water plant blowers are needed to ensure adequacy and reliability.

Stewardship – A new credit rating may result in a more successful sale of revenue bonds for that project with a lower interest rate.

BUDGET IMPACT:

The bonds, if issued, will be repaid by sanitary sewer system rates, fees, and charges. The cost of the rating is \$23,500 and would be a part of the bond issuance costs.

DISCUSSION:

As presented, the city planned to replace/upgrade the blowers at the clean water plant in a later fiscal year. However, 2 of the 5 blowers have failed, necessitating immediate actions to ensure sufficient air is provided to properly undertake the biological processes at the clean water plant continue to occur. The planned work includes replacing the 5 blowers with 3 more powerful blowers and accompanying electrical and mechanical improvement.

The city has proposed issuing sewage disposal system revenue bonds to finance the costs of that project. The city's financial advisor, MFCI, LLC, has recommended that the city obtain a credit rating from S&P Global. Toward that end, S&P Global sent a proposal letter dated January 25, 2024, to provide a rating letter for \$23,500.

It is recommended that the Council accept the proposal and direct officers and employees to participate in the credit rating.

January 25, 2024

City of Wyoming
1155 - 28th Street S.W.
P.O. Box 905
Wyoming, MI 49509--0905
Attention: Jodi Yenchar, Finance Director

Re: ***US\$8,900,000 City of Wyoming, County of Kent, State of Michigan, Sewage Disposal System Revenue Bonds, Series 2024, dated: Date of delivery, due: June 01, 2039, Public***

Dear Jodi Yenchar

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of **\$23,500** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to

us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7 (a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Dawn Lemma at dawn.lemma-ende@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

By : 

Name: Kate Boatright

Title: Commercial Head of Public & Sovereign Finance - North America
dl

cc:

Stacey Mills, Managing Director
MFCl, LLC

S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix (“Appendix”) is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the “Agreement”) between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data" and "joint controller" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Data" means Analytical Data and Client Data;

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"Origin Jurisdiction" means any of the following: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "**Services**") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj), as completed in the form available at: https://www.spglobal.com/assets/documents/ratings/ratings_scc_controller_to_controller_final.pdf, and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "**Data Exporter**" and S&P Global Ratings is the "**Data Importer**", and modified, if appropriate, by the UK Addendum; and

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act 2018, effective March 21, 2022, completed in the form available at https://www.spglobal.com/assets/documents/ratings/uk_addendum_for_client_agreements.pdf.

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Client Data to S&P Global Ratings for the Permitted Purpose.

including obtaining data subject consent where required by Applicable Data Protection Law.

4. Relationship of the parties: Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. Notifications: Where required by applicable law, each party (“**Notifier**”) will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. Use and Restrictions on Use: Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. Security: The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. International Transfer of Data:

8.1 This Clause 8 and the Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.3 To the extent that you are subject to Applicable Data Protection Law, the Standard Contractual Clauses shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.4 To the extent that the Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law permits, and in particular references within the Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

9. Survival: This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

CITY OF WYOMING
(Kent County, Michigan)

Ordinance No. 1-24

Council member _____, supported by Council member _____,
moved adoption of the following Ordinance:

AN ORDINANCE TO PROVIDE FOR IMPROVING THE EXISTING SEWAGE DISPOSAL SYSTEM OF THE CITY; AMENDING AND SUPPLEMENTING CITY ORDINANCES; TO AUTHORIZE THE ISSUANCE AND SALE OF SEWAGE DISPOSAL SYSTEM REVENUE BONDS; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES TO PAY COSTS OF OPERATING AND MAINTAINING THE SEWAGE DISPOSAL SYSTEM; TO PROVIDE A RESERVE FUND FOR THE BONDS AND OTHER OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS; TO PROVIDE FOR SEGREGATING AND DISTRIBUTING CERTAIN SEWAGE DISPOSAL SYSTEM REVENUES; TO PROVIDE FOR RIGHTS OF THE HOLDERS OF THE BONDS AND OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATIVE TO THE BONDS AND OUTSTANDING SEWAGE DISPOSAL SYSTEM BONDS.

THE CITY OF WYOMING ORDAINS:

Section 1. Definitions. Except when the context clearly indicates otherwise, the following definitions shall apply to terms used in this ordinance. Terms not defined in this section shall have the definitions provided by the Prior Ordinances (defined below).

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Additional Bonds” means additional Bonds of equal standing with the Bonds as authorized by the Prior Ordinances or this Ordinance.
- (c) “Authorized Officer” means the City Manager, the Deputy City Manager, and the Finance Director of the City or any one of them acting alone or group of them acting together.
- (d) “Bonds” as defined or used in Chapter 31 and the Prior Ordinances shall include the Series 2024 Bonds, the Prior Bonds, and any Additional Bonds of equal standing hereafter issued.
- (e) “City” means the City of Wyoming, Kent County, Michigan.
- (f) “Construction Fund” means the construction fund created for the Series 2024 Bonds pursuant to this Ordinance.

(g) “Improvements” means improvements to the City’s Sewage Disposal System, including without limitation, the design, acquisition, construction, and installation of electrical and mechanical improvements at the clean water plant (aka wastewater treatment facility), including, but not limited to the replacement of the current blowers with new, larger blowers and other improvements to the clean water plant, as well as all work, equipment, and appurtenances necessary or incidental to these improvements, and such other Sewage Disposal System improvements as the City shall determine to make.

(h) “Order” shall mean an order signed by the Authorized Officer with respect to the Series 2024 Bonds.

(i) “Ordinance” means this ordinance and any amendments to this Ordinance.

(j) “Paying Agent” means the paying agent designated and serving pursuant to section 8 of this ordinance.

(k) “Prior Bonds” means the Series 2017 Refunding Bonds and the Series 2021 Refunding Bonds.

(l) “Prior Ordinances” means City Ordinance Numbers 15-96, 7-17, and 7-21.

(m) “Revenues” and “Net Revenues” mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues,” the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances and this Ordinance and shall include revenues from future improvements, enlargements and extensions of the System.

(n) “Series 2017 Refunding Bonds” means the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2017, authorized by Ordinance 7-17.

(o) “Series 2021 Refunding Bonds” means the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2021, authorized by Ordinance 7-21.

(p) “Series 2024 Bonds” means the City’s Sewage Disposal System Revenue Bonds, Series 2024, issued pursuant to this Ordinance.

(q) “Sewage Disposal System” or “System” means the entire Sewage Disposal System owned and operated by the City as defined in the Prior Ordinances.

Section 2. Necessity, Public Purpose. It is hereby determined to be necessary for the public health, safety, and welfare of the City to acquire and construct the Improvements to the System in accordance with the maps, plans, and specifications therefor prepared by the City’s consulting engineers, which are hereby approved.

Section 3. Estimate of Cost; Period of Usefulness. The cost of the Improvements is currently estimated by the engineers to be not to exceed \$10,000,000, including the payment of legal, engineering, financial, and other expenses, which estimate of cost is approved and

confirmed, and the period of usefulness of the Improvements is estimated to be greater than 25 years.

Section 4. Issuance of Bonds. To pay a portion of the cost of designing, acquiring, and constructing the Improvements, to fund additional deposits to the Bond Reserve Account and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2024 Bonds, the City shall issue its revenue bonds pursuant to the provisions of Act 94 in one or more series in the aggregate principal sum of not to exceed \$10,000,000, as finally determined by the Authorized Officer at the time of sale. Any remaining costs of the Improvements shall be paid from such funds of the System as shall be determined by the Authorized Officer.

Section 5. Bond Terms. The Series 2024 Bonds shall be issued in one or more series with each series issued in fully registered form as to both principal and interest, in denominations of \$5,000 each or any whole multiple of that amount. The Series 2024 Bonds shall be dated the date of delivery, or such other date approved by the Authorized Officer in an Order, and shall mature serially or as term bonds subject to mandatory redemption on such dates and in such amounts as determined by the Authorized Officer at the time of sale in an Order. The Series 2024 Bonds shall bear interest at a rate or rates and shall be payable semiannually on dates all as determined by the Authorized Officer in an Order. The Authorized Officer may determine or alter the Series 2024 Bond terms within the parameters of this resolution as hereafter provided.

Section 6. Payment of Bonds; Pledge of Net Revenues. Principal of and interest on the Series 2024 Bonds shall be paid by the Paying Agent in lawful money of the United States to the person appearing on the Series 2024 Bond registration books as the registered owner thereof. Payment of principal on the Series 2024 Bonds shall be made at the principal office of the Paying Agent. Payment of interest on the Series 2024 Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the 15th day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the City to conform to market practice.

The principal of and interest on the Series 2024 Bonds, as Additional Bonds authorized by the Prior Ordinances, shall be payable solely from the Net Revenues of the System and the Net Revenues of the System are pledged to the payment of the principal of and interest on the Series 2024 Bonds. To secure the payment of the principal of and interest on the Series 2024 Bonds, there is created pursuant to Act 94 a statutory lien to and in favor of the Bondholders upon the Net Revenues of the System. The statutory lien on the Net Revenues securing the Series 2024 Bonds shall be a first lien of equal standing and priority with respect to the lien on the Net Revenues of the System securing such of the Prior Bonds as remain outstanding. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Bonds or until the Bonds are defeased.

The Series 2024 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional, statutory, or charter provisions.

Section 7. Prior Redemption.

(a) The Series 2024 Bonds may be subject to redemption prior to maturity, as a whole or in part, in such order as the City might determine and at the option of the City, on any date, as determined by the Authorized Officer in an Order.

(b) Notice of Redemption. Notice of redemption of the Series 2024 Bonds shall be given by mail to the Registered Owners of the Series 2024 Bonds to be redeemed not less than 30 days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the City maintained by the Paying Agent. Series 2024 Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same.

Section 8. Paying Agent and Registration.

(a) Appointment of Paying Agent. From time to time, the Authorized Officer shall designate and appoint a Paying Agent, which may also act as transfer agent and bond registrar. The initial Paying Agent shall be The Huntington National Bank, Grand Rapids, Michigan, or such other Paying Agent designated by the Authorized Officer. The Authorized Officer is authorized to remove the Paying Agent and to appoint a successor Paying Agent. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than 60 days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Series 2024 Bonds.

(b) Book-Entry Eligible. At the option of the initial purchaser, the Series 2024 Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for the Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2024 Bonds, purchase of the Series 2024 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in Series 2024 Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. While the Series 2024 Bonds are held in book-entry-only form, the Series 2024 Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Series 2024 Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Series 2024 Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only

(c) Registration of Bonds Outside of Book-Entry. If book-entry form is not chosen or is discontinued, the following provisions would apply to the Series 2024 Bonds. Registration of the Series 2024 Bonds shall be recorded in the registration books of the City kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner’s legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in the same aggregate outstanding principal amount as the Bond submitted for transfer. No transfer of Series 2024 Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying

Agent as the absolute owner thereof, and any payment of principal and interest on any Series 2024 Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Series 2024 Bond shall be transferred less than 15 days prior to an interest payment date nor after the Series 2024 Bond has been called for redemption.

Section 9. Bond Form. The Series 2024 Bonds shall be substantially in the form attached as Exhibit A, which is incorporated by reference, with such completions, changes, and additions as may be recommended by the City's bond counsel and approved by the officers of the City signing the Series 2024 Bonds.

Section 10. Execution of Bonds. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are authorized and directed to sign the Series 2024 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2024 Bonds shall be delivered to the purchaser of the Series 2024 Bonds.

Section 11. Sale of Bonds. The Series 2024 Bonds shall be sold pursuant to a competitive sale. The Authorized Officer shall set the date and time for sale of the Series 2024 Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale and the Authorized Officer shall cause notice of the sale of the Series 2024 Bonds to be published in The Bond Buyer, which notice shall be in such form as is approved by the Authorized Officer. Following the receipt of such bids, the Authorized Officer is authorized to award the Series 2024 Bonds to the successful bidder therefor or reject all bids and negotiate the sale of the Series 2024 Bonds with a selected purchaser.

Section 12. Authorized Officer. The Authorized Officer is designated and authorized, for and on behalf of the City, without further City Council approval, to do all acts and to take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2024 Bonds. Notwithstanding any other provision of this Ordinance, the Authorized Officer is authorized within the limitations of this Ordinance to determine the specific interest rate or rates to be borne by the Series 2024 Bonds, the maximum interest rate, amount of discount or premium, the principal amount, denominations, interest payment dates, dates of maturities, and amount of maturities, the amount of good faith deposit, if any, optional and mandatory redemption rights, term bond options, the title of the Series 2024 Bonds, date of issuance, and other terms and conditions relating to the Series 2024 Bonds and the sale thereof. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

- (a) The par amount of the Series 2024 Bonds shall not exceed \$10,000,000.
- (b) The Series 2024 Bonds shall not be sold at a price that would make the true interest cost of the Series 2024 Bonds exceed 7.00%.
- (c) The final maturity date of the Series 2024 Bonds shall not be later than 25 years after the date of issuance of the Series 2024 Bonds.
- (d) The Series 2024 Bonds shall not be sold at a price that is less than 98% of the par value of the Series 2024 Bonds.

The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to: (a) approve the circulation of a preliminary and a final Official Statement describing the Series 2024 Bonds; (b) negotiate the sale of the Series 2024 Bonds and enter into a Purchase Agreement or otherwise award the bid for the sale of the Series 2024 Bonds; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Series 2024 Bonds; (e) make any elections or designations relating to the Series 2024 Bonds pursuant to the Code; and (f) do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Series 2024 Bonds.

Approval by the City of the matters delegated in this section or any other sections may be evidenced by the execution of an order or by the execution or approval of such documents by the Authorized Officer. The Authorized Officer, the Clerk and the Treasurer, or any one or more of them, are authorized to execute any orders, receipts, agreements, pledge agreements, bond purchase agreements, security reports, a blanket letter of representations, documents or certificates necessary to complete the transaction, including, but not limited to, any issuer's certificate, any certificates relating to federal or state securities laws, rules or regulations, and any applications to the Michigan Department of Treasury, including, but not limited to, the Application for State Treasurer's Approval to Issue Long-Term Securities and applications for any waivers required for the issuance of the Series 2024 Bonds. The Authorized Officer shall have the power to approve such policies as deemed necessary to comply with federal securities and tax laws, which shall be binding on the City. The Authorized Officer is authorized to select and retain on behalf of the City such professional services as the Authorized Officer deems necessary for the Series 2024 Bonds. References to any officer by title in this Ordinance includes that officer's deputies, designees and superiors.

Section 13. Construction Fund. The proceeds of the Series 2024 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for which the Series 2024 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2024 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

Section 14. Amendment to Section 12 of Ordinance 15-96. Section 12 of Ordinance 15-96 is amended to read in its entirety as follows:

Section 12. Fixing and Revising Rates. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures, and funds for the System required by law and this Ordinance.

(a) Until such time as the Series 2017 Refunding Bonds and the Series 2021 Refunding Bonds are paid in full or defeased, the rates shall be fixed and revised from time to time as may be necessary to produce these amounts and shall be maintained in such amounts so that Net Revenues annually shall be equal to no less than 125% of the average annual debt

service on the Bonds, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

(b) Upon the payment in full or defeasance of all of the outstanding maturities of the Series 2017 Refunding Bonds and the Series 2021 Refunding Bonds, the rates shall be fixed and revised from time to time as may be necessary to produce these amounts and shall be maintained in such amounts so that Net Revenues annually shall be equal to no less than 100% of the average annual debt service on the Bonds, and promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each fiscal year, the City shall review the rates and charges and promptly revise such rates and charges as necessary to comply with the foregoing requirement, in which case the City will be in compliance with the requirements of this Section.

Section 15. Bond Reserve Fund. The Reserve Account in the Bond and Interest Redemption Fund, as established by the Prior Ordinances, shall be adjusted, if necessary, in such amounts so that upon issuance of the Series 2024 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds; (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds; or (c) an amount equal to 10% of the principal amount of the Bonds. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from moneys on hand in the System and or proceeds of the Series 2024 bonds prior to or concurrently with the delivery of the Series 2024 Bonds so that the Bond Reserve Account is fully funded as of the delivery of the Series 2024 Bonds.

Section 16. Amendment to Section 20 of Ordinance 15-96. Section 20 of Ordinance 15-96 is amended to add subsection (d) which shall read as follows:

(d) Upon the payment in full or defeasance of all of the outstanding maturities of the Series 2017 Refunding Bonds and the Series 2021 Refunding Bonds, for subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding all or a portion of Bonds then outstanding and paying the costs of issuing such Additional Bonds, including deposits which may be required to be made to the Bond Reserve Account. Bonds for such purposes shall not be issued pursuant to this subsection (d) unless the average actual or Adjusted Net Revenues of the System for any consecutive twelve (12) month period out of the thirty-six (36) months preceding the adoption of the ordinance authorizing the issuance of such Bonds shall be equal to at least one hundred percent (100%) of the average annual principal and interest thereafter maturing in any operating year on the then outstanding Bonds and the Additional Bonds then being issued. In addition, Additional Bonds of equal standing and priority with any outstanding Bonds may be issued to refund all or a portion of outstanding Bonds if the refunding would provide a net present value debt service savings to the City. If the Additional Bonds are to be issued in whole or in part for refunding outstanding Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional Bonds.

Section 17. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Series 2024 Bonds, shall be deposited in trust, this ordinance shall be defeased and the owners of the Series 2024 Bonds shall have no further rights under this ordinance except to receive payment of the principal of, premium, if any, and interest on the Series 2024 Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Series 2024 Bonds as provided herein.

Section 18. Bonds Mutilated, Lost, or Destroyed. If any Bond shall become mutilated, the City, at the expense of the Bondholder, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

Section 19. Municipal Bond Insurance. The Authorized Officer is hereby authorized to acquire municipal bond insurance to enhance the marketability of the Series 2024 Bonds. If the City or the purchaser of the Series 2024 Bonds acquires municipal bond insurance from a municipal bond insurer (the “Insurer”), the Authorized Officer is hereby authorized to take all actions, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the Insurer may require with respect to the insurance and the Insurer, which shall be binding on the City in the same manner as if contained herein. The Authorized Officer is further authorized to sign such agreements or other documents and to pay such fees as are required for the City to become a member of a mutual insurance company.

Section 20. Continuing Disclosure. The City agrees to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (a) on or prior to the date determined by the Authorized Officer, commencing with the first fiscal year ending after the issuance of the Series 2024 Bonds, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (or if audited financial statements are not available, unaudited financial statements), generally consistent with certain information that was contained or cross-referenced in the Official Statement relating to the Series 2024 Bonds, (b) timely notice of the occurrence of certain material events with respect to the Series 2024 Bonds, and (c) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (a) above.

Section 21. Official Statement. The City is hereby authorized to approve, execute, and deliver a Preliminary Official Statement relating to the Series 2024 Bonds in such form as the Authorized Officer shall approve. The Authorized Officer is hereby authorized and directed to approve, execute and deliver the Official Statement on behalf of the City with such changes or modifications as they deem necessary in order to assure that the statements therein are true, and that it does not contain any untrue statement or material fact and does not omit a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading.

Section 22. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2024 Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series 2024 Bond proceeds and moneys deemed to be Series 2024 Bond proceeds.

Section 23. Bond Counsel. Dickinson Wright PLLC, Grand Rapids, Michigan, is appointed to act as bond counsel for the Series 2024 Bonds and the Authorized Officer is authorized to enter into an engagement letter with bond counsel with such fees as are indicated in the reports of the City's financial advisor. The City acknowledges that Dickinson Wright PLLC represents a number of purchasers in public finance matters and consents to Dickinson Wright PLLC's representation of the City as bond counsel notwithstanding the firm's representation of the purchaser in matter unrelated to the issuance of the Series 2024 Bonds, and waives any conflict of interest.

Section 24. Subject to Prior Ordinances. Except to the extent supplemented or otherwise provided in this Ordinance, all of the provisions and covenants provided in the Prior Ordinances shall apply to the Series 2024 Bonds.

Section 25. Publication and Recordation. This Ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signatures of the Mayor or Mayor *Pro Tem* and the City Clerk.

Section 26. Ordinance Subject to Michigan Law. The provisions of this Ordinance are subject to the laws of the State of Michigan.

Section 27. Section Headings. The section headings in this ordinance are for convenience of reference only and are not a part of this ordinance.

Section 28. Severability. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 29. Effective Date. Pursuant to Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and this ordinance shall be effective immediately upon its adoption.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

ABSENT: Council Members _____

ORDINANCE DECLARED ADOPTED.

Kent Vanderwood, Mayor

Kelli A. VandenBerg, Clerk

CERTIFICATION

As the duly qualified and acting Clerk of the City of Wyoming, Michigan I certify that this is a true and complete copy of an ordinance adopted by the City Council at a meeting held on February 5, 2024, and that notice of that meeting complied with Act 267, Public Acts of Michigan, 1976, as amended.

February 5, 2024

Kelli A. VandenBerg, Clerk

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
CITY OF WYOMING
SEWAGE DISPOSAL SYSTEM REVENUE BONDS, SERIES 2024**

Interest Rate Maturity Date Date of Original Issue CUSIPS

Registered Owner:

Principal Amount:

The City of Wyoming, Kent County, Michigan (the “City”), acknowledges it is indebted and, for value received, promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Sewage Disposal System of the City (the “System”), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the “Net Revenues”), the Principal Amount specified above, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, in lawful money of the United States of America, together with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable the first day of June and December of each year, beginning December 1, 2024, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is one of a total authorized issue of bonds of even date and like tenor, except as to date of maturity, amount and rate of interest, numbered in order of registration, aggregating, the principal sum of \$[Insert amount]; issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and City Ordinance Nos. 15-96; 7-17; 7-21 and [Insert number] (together, the “Ordinance”), for the purpose of paying the costs of improvements to the City’s Sewage Disposal System, including without limitation, the design, acquisition, construction and installation of electrical and mechanical improvements at the City’s clean water plant. This Bond is a self-liquidating Bond and is not a general obligation of the City within any constitutional or statutory limitation but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The City hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption fund, a bond reserve account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. The Bonds of this series shall have equal standing with the City’s Sewage Disposal System Revenue Refunding Bonds, Series 2017 and Sewage Disposal System Revenue Refunding Bonds, Series 2021. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or subordinate standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

Principal of this Bond is payable at the principal office of The Huntington National Bank, Grand Rapids, Michigan, or such other Paying Agent as the City may hereafter designate (the “Paying Agent”) by notice mailed to the Registered Owner not less than sixty (60) days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent by check or draft mailed to the Registered Owner at the Registered Address.

Bonds maturing on [Insert date] (the “Term Bonds”), are subject to mandatory redemption prior to maturity in part, by lot, on each June 1, commencing [Insert date], and will be redeemed at the par value thereof plus accrued interest to the redemption date on October 1 of each of the following years in the amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
------------------------	-------------------------

Term Bonds purchased by the City and delivered to the Paying Agent for cancellation or which are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Term Bonds subject to mandatory redemption by the amount of the Bonds so redeemed, in the order determined by the City.

Bonds maturing on or before [Insert date], shall not be subject to redemption prior to maturity. Bonds maturing on or after [Insert date], are subject to redemption prior to maturity as a whole or in part, at the option of the City, in such order as the City shall determine, on any dates, on or after [Insert date]. Bonds called for redemption shall be redeemed at the par value thereof and accrued interest to the date of redemption, without a premium.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds

shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at his sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Wyoming, Kent County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its Clerk, all as of the Date of Original Issue specified above.

Kent Vanderwood, Mayor

Kelli A. VandenBerg, Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Issuer’s \$[Insert Amount] Sanitary Sewer System Revenue Bonds, Series 2024, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the Issuer.

THE HUNTINGTON NATIONAL BANK

Authentication Date: [Insert date]

As Paying Agent/Bond Registrar/Transfer Agent

WRONGFUL USE OF CERTIFICATE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signed: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is

made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his City to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____

STAFF REPORT

Date: January 31, 2024
Subjects: Refunding Bond Authorizing Ordinance
From: John Shay, City Manager
Jodi Yenchar, Finance Director
Myron Erickson, Public Works Director
Scott Smith, City Attorney
Meeting Date: February 5, 2024

RECOMMENDATION:

Adopt the Ordinance to Provide for Improving the Existing Sewage Disposal System of the City; Amending and Supplementing City Ordinances; to Authorize the Issuance and Sale of Sewage Disposal System Revenue Bonds; to Prescribe the Form of the Bonds; to Provide for the Collection of Revenues to Pay Costs of Operating and Maintaining the Sewage Disposal System; to Provide a Reserve Fund for the Bonds and Other Outstanding Sewage Disposal System Bonds; to Provide for Segregating and Distributing Certain Sewage Disposal System Revenues; to Provide for Rights of the Holders of the Bonds and Outstanding Sewage Disposal System Bonds; and to Provide for Other Matters Relative to the Bonds and Outstanding Sewage Disposal System Bonds.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – A well-maintained and improved sanitary sewer system benefits the community by providing for wastewater treatment and disposal.

Safety – Public health and safety depends on adequate wastewater treatment and disposal.

Stewardship – Issuance of bonds to pay for the blower replacement project ensures sufficient fund balances are maintained to address unanticipated urgent system costs and/or to fund engineering and other initial costs of anticipated future projects.

BUDGET IMPACT:

Sanitary sewer rates will pay the principal and interest on the bonds.

DISCUSSION:

To borrow funds to pay for the acquisition and installation of new blowers at the clean water plant, we need to issue bonds. The revenue bond act, 1933 PA 94, authorizes the issuance of revenue bonds (bonds that are repaid from revenues generated by utility system or other revenue generating operation constructed or improved with the bond proceeds). The proposed ordinance would be adopted under that act which also states that it can be adopted at the meeting at which it is introduced (*i.e.*, superseding the City Charter requirement that an ordinance cannot be adopted at the meeting at which it is introduced).

The proposed ordinance allows issuance of up to \$10 million in bonds, though the actual amount of the bonds will be less. The bond issue will be sized after we have the bids for installation of the blowers, when we know all of the bond issuance costs, and when we determine the size of the contribution needed for the bond reserve fund. Adopting the ordinance will enable our financial adviser, Warren Creamer of MFCI, LLC, and our bond counsel, Roger Swets of Dickinson Wright, to finalize the official statement (a lengthy booklet that describes the project, the city's utility system, the city, city finances, and other information) and undertake other work needed in conjunction with the bond sale. (This ordinance must be published in full in a newspaper before the bonds can be sold. As provided in a separate resolution, we are also seeking a credit rating from S&P.)

ORDINANCE NO. 2-24

ORDINANCE TO REPEAL CITY CODE CHAPTER 6 ENTITLED “ANIMALS” ENABLING KENT COUNTY’S ENFORCEMENT OF THE COUNTY DOG LAW WITHIN THE CITY; AND TO AMEND CITY CODE SECTION 1-2 BY ADDING DEFINITIONS; TO AMEND CITY CODE CHAPTER 50, ARTICLE IV, DIVISION 2 BY ADDING SECTIONS 50-127 THROUGH 50-132; TO AMEND CITY CODE CHAPTER 50, ARTICLE V, DIVISION 1 BY ADDING SECTION 50-171; AND TO AMEND CITY CODE CHAPTER 50, ARTICLE VII BY ADDING SECTION 50-269 RELATED TO CERTAIN ANIMALS AND PENALTIES FOR VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 6 of the Code of Ordinances, City of Wyoming, Michigan, entitled “Animals,” is repealed in its entirety.

Section 2. That section 1-2 of the Code of Ordinances, City of Wyoming, Michigan, entitled “Definition and rules of construction,” is amended to read as follows:

Sec. 1-2. – Definitions and rules of construction.

(a) The following words, terms, and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Animal* means annelids, arthropods, mollusks, crustaceans, and vertebrates including, without limitation, reptiles, amphibians, fish, mammals, birds, and including domestic animals, livestock, wild animals, pet animals, research animals, and service animals.
- (2) *Animal cruelty* means through intentional acts, unintentional acts, or neglect, causing an animal unneeded pain, suffering or ill health.
- (3) *Animal neglect* means to fail to provide needed or appropriate water, food, shelter or veterinary care such that an animal is under- or malnourished or suffers adverse health effects.
- (4) *Animal owner* means a person who owns or has charge of an animal. An individual who has an animal contained on the individual’s premises (the owner, tenant or other occupant of the premises) shall be deemed to be its owner. An individual who has the end of a leash or other restraint attached to an animal shall be deemed to be its owner.
- (5) *Charter* means the City Charter of the city, including all amendments.
- (6) *City* means the City of Wyoming, Michigan.
- (7) *Clerk* means the duly appointed and serving city clerk of the city.
- (8) *Code* means the Code of Ordinances, City of Wyoming, Michigan including all amendments.
- (9) *Council* or *city council* means the city council of the city.
- (10) *County* means the County of Kent, Michigan.
- (11) *Dangerous animal* means an animal that (i) bites or attacks a person, (ii) bites or attacks and causes serious injury or death to another animal while the other animal is on the property or under the control of its owner, (iii) is infected with a pathogen that may be dangerous to persons, (iv) is infected with a pathogen that is a risk to other animals, especially, but not limited to, livestock, animals kept as pets, service animals, or animals otherwise used in business, (v) is a wild animal of a species commonly known to carry disease, such as certain insects and rodents, (vi) animals that are venomous, and (vii) animals that are not native to this state that may, if released, threaten or unbalance any ecosystem in the state. However, a dangerous animal does not include any of the following:
 - (A) An animal that bites or attacks a person who is knowingly or who reasonably should know they are trespassing on the property of the animal’s owner or a person.
 - (B) An animal that bites or attacks a person who provokes or torments the animal.
 - (C) An animal responding in a manner a reasonable person would conclude was designed to protect a person engaged in a lawful activity or being assaulted.

- (D) A wild animal in its natural environment acting in a manner to defend itself, its nest, its mate, its progeny, or as is otherwise characteristic of its species.
 - (E) A dog engaged in law enforcement activities by a federal, state, county, local, or tribal law enforcement agency.
- (12) *Domestic animal* means an animal commonly maintained as livestock, used in animal husbandry, food animals, pet animals, research animals, and service animals, but does not include any of the following:
- (A) Except for the following, any arthropods, mollusks, or fish:
 - (i) Limited numbers of fish, crustaceans, and mollusks maintained and sold at retail as food animals;
 - (ii) Limited numbers kept for feeding pet animals or research animals; and
 - (iii) Animals kept and sold as bait for recreational fishing.
 - (B) Wolves, coyotes, wolf-dogs, cervids, bears, predatory felines (*e.g.*, lions, tigers, cheetahs, pumas, bobcats, wildcats, lynxes, servals, ocelots, leopards, and jaguars), hyenas, jackals, nonhuman primates, seals, sea lions, otters, walruses, zebras, rhinoceros, hippopotami, weasels, wolverines, squirrels, chipmunks, voles, moles, field mice, wild rats, skunks, raccoons, opossums, marsupials, water buffalo, antelope, moose, elk, deer, camels, tapirs, bighorn sheep, feral swine, or other wild mammals not normally kept as pets or livestock;
 - (C) Birds caught in or rescued from the wild or raised from birds caught in or rescued from the wild, and any birds imported from another country;
 - (D) Crocodiles, alligators, caiman, snakes, lizards, other reptiles, frogs, toads, salamanders, newts, and other amphibians; and
 - (E) Other animals caught in or rescued from the wild or raised from animals caught in or rescued from the wild.
- (13) *Food animal* means live fish, mollusks, and crustaceans kept and sold at retail for human consumption.
- (14) *Kennel* means an establishment that is properly licensed and permitted and that complies with applicable zoning and land use requirements wherein 3 or more dogs or cats are maintained including dogs and cats kept for sale, boarding, breeding or training purposes, and including areas of veterinary facilities for keeping dogs or cats.
- (15) *MCL* means the Michigan Compiled Laws including all amendments.
- (16) *Month* means a calendar month.
- (17) *Oath* includes affirmation.
- (18) *Owner* means anyone having an ownership interest in land, building or personal property.
- (19) *Person* means an individual, partnership, association, for-profit or non-profit corporation, ecclesiastical corporation, limited liability company, limited partnership, trust, estate or any other recognized legal entity.
- (20) *Personal property* means any money, goods, chattels, things in action and evidence of debt.
- (21) *Pet animal* is a domestic animal normally kept in a house to provide company or enjoyment for its owner. Livestock, a service animal, an animal raised for food or husbandry, a research animal are not pet animals. Dogs, cats, tropical fish in aquaria, hamsters, guinea pigs, domestically raised parakeets and parrots, domestically raised cockatoos, domestically raised carrier pigeons, and certain hares and rabbits can be pet animals.
- (22) *Property* means both real and personal property.
- (23) *Provoke* means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate anger, retaliation, violence, or, in the case of an animal, the bite or attack by an ordinary animal.

- (24) *Public place* means any public way, park, trails or pathways, sidewalk, street, cemetery, schoolyard or open space adjacent thereto; any public lake or stream; and any place or business open to the use of the public in general, open to public view or to which the public has access.
- (25) *Real estate and real property* means lands and all legal and equitable interests in lands and all buildings, other structures and other improvements to, on, over or under that land.
- (26) *Research animal* means an animal used in a licensed laboratory performing medical or pharmaceutical research but does not include a wild animal or an animal that was at any time a pet animal.
- (27) *Serious injury* means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person or another animal. It includes, without limitation, any injury requiring suturing, and any injury requiring rabies vaccination,
- (28) *Service animal* means an animal recognized under state or federal laws, rules and regulations as a service animal that performs tasks that assist a disabled person including a person with a physical, sensory, psychiatric, intellectual, or other mental disability. Service animals include dogs and miniature horses. Service animals include service animals in training to the extent provided by state or federal law.
- (29) *Sidewalk* means any paved area between the curb-line, or the lateral lines of a roadway, and the adjacent property line, intended for the use of pedestrians, bicycles (used by children or when otherwise allowed), or other non-motorized transportation devices.
- (30) *State* means the State of Michigan.
- (31) *Street* means and includes any public way, road, highway, street, avenue, boulevard, parkway, alley, lane, viaduct, bridge and the approaches thereto within the city including all parkways, curb lawns, sidewalks, linear pathways or trails, and other areas within any right-of-way resulting from a deed, easement, dedication, adverse possession, plat, eminent domain, prescription, operation of state law (such as, for example and not for limitation, section line roads, highway by user or other statute), or other means.
- (32) *Torment* means an act or omission causing unjustifiable pain, suffering, and distress to a person or animal, or causing mental and emotional anguish in a person or animal evidenced by altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to result in a strong response, including, if it involves an animal, a bite or attack.
- (33) *Wild animal* means any animal other than a domestic animal.
- (34) *Whoever* means any person.
- (35) *Year* means a calendar year, unless otherwise expressed.
- (b) The following rules of construction shall apply to this Code except when the context clearly indicates otherwise:
- (1) Computation of time shall be as provided by applicable state law or as state statutes are construed.
 - (2) Whenever a city officer, employee, office, department, board, commission or other agency, when referred to by title only it shall be construed as if followed by the words "of the City of Wyoming, Michigan" and to include any authorized designee and any successor of that officer, employee, office, department, board, commission or other agency.
 - (3) The use of the masculine gender includes the feminine and neuter genders and use of the feminine gender includes the masculine and neuter genders.
 - (4) This Code shall be interpreted and applied to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where a provision of the Code imposes greater restrictions upon the subject matter than the general provisions imposed by the Code, the provision imposing the greater restriction or regulation shall govern.

- (5) Provisions giving joint authority to three or more public officers or other persons shall be construed as giving such authority to a majority of such officers or other persons unless otherwise expressly stated.
- (6) Singular words include the plural, and plural words include the singular.
- (7) The words "shall" and "will" are mandatory and not directory. The word "may" is permissive.
- (8) Words used in the present or past tense include the future as well as the present and past.

Section 3. That Chapter 50, Article IV, Division 1 of the Code of Ordinances, City of Wyoming, Michigan, addressing offenses against property, is amended by adding sections 50-127 through and including 50-132 to read as follows:

Sec. 50-127. – Noises, odors, and other nuisances.

- (a) No barking or emission of any other noise by any domestic animal shall be audible beyond the property of its owner or other person on whose premises it is consensually located for any period (i) exceeding 5 minutes in any 2-hour period between 7:00 a.m. and 8:00 p.m. or (ii) exceeding 5 minutes during the period between 8:00 p.m. and 7:00 a.m.
- (b) All fecal droppings from any domestic mammals, including without limitation, any service animal kept by any person on any privately-owned premises in the city shall be picked-up and properly disposed of not less frequently than once every 5 days.
 - (1) If, due to warm weather or other conditions, such droppings emit odors that are perceptible off the premises on which they lie, they must be picked-up and properly disposed of at a frequency needed to prevent the perception of odor beyond the property line.
 - (2) If due to any conditions, flies or other invertebrates are breeding within the droppings, they must be picked-up and properly disposed of at a frequency needed to prevent the breeding of such flies or other vermin.
 - (3) Animal droppings of carnivores or omnivores must be placed in a sealed container and removed from the premises at least once each 7 days. They may not be composted.
 - (4) Droppings of service horses may be composted on-site in containers designed for composting such animal wastes in a manner approved by the code official.
 - (A) Only one container shall be allowed for such composting.
 - (B) Composting shall not occur during times of the year when ambient air temperatures do not allow for the compost to reach and remain at levels between 140° and 160°F.
 - (C) Otherwise, the waste from service horses must be placed in sealed containers and treated in the same manner as the wastes from carnivores or omnivores.
 - (D) Fully composted materials may be used in to fertilize landscaping on premises or, if permitted by others, used to fertilize vegetation off-premises. Fully composted materials may not be accumulated or stored on-site for later use. When the volume of fully composted materials exceeds the quantity that can reasonably be immediately used on site, it must be removed from the site.
 - (E) Composting shall not be permitted if odors from the wastes or the compost are detectable beyond the property line of the premises.
- (c) All fecal droppings from any domestic animal onto public rights-of-way, other public property, or the property of any person other than the animal's owner must be immediately picked-up and properly disposed of.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-128. – Numbers of pets.

- (a) No person shall keep or allow more than 3 dogs on any premises, except that the owner of a female dog which has given birth to puppies may keep the female dog and the puppies for a period of not to exceed 3 months from the date of the birth of the litter.
- (b) No person shall possess, harbor, shelter or keep more than 3 adult cats. An adult cat is one which is 3 months old or older.
- (c) The restrictions in this section shall not apply to a (i) licensed veterinarian practicing in the city as the veterinarian's facility, (ii) to a city-licensed kennel or pet day-care facility legally operating in the city, (iii) to a properly licensed/certified governmental or non-profit animal shelter legally operating in the city, (iv) to city police or other law enforcement canines, or (v) those held for sale at a properly licensed/certified pet sales establishment legally operating in the city.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-129. – Animal free areas.

- (a) No person shall bring or permit an animal to be in any area on public or private property that is posted as prohibiting animals or any particular type or species of animal.
- (b) The provisions of this section do not apply to service animals when engaged in rendering the services for their owners for which they were trained, that are fully housebroken, and that are at all times under the owner's control. However, in areas where service animals may be lawfully prohibited, no person shall bring or permit an animal to be in that area.
- (c) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-130. – Service animals.

- (a) Service animals shall be allowed when accompanied by and under the control of their owners and when providing the services for their owners for which they are trained to be in places where service animals are allowed under applicable state or federal laws, rules, and regulations.
- (b) No person shall interfere with a service animal accompanied by and providing for its owner the services for which the animal was trained. However, it shall not be unlawful to ask (i) "Is the animal required because of a disability?" and/or (ii) "What work or task(s) has the animal been trained to perform?"
- (c) Service animals that are of a type or species not otherwise permitted in the city shall not perform services or undertake tasks for persons other than the owners who they were trained to serve. They shall not perform tricks for or otherwise entertain others. They shall not provide rides, carry loads, or pull carts or wagons.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-131. – Animals in parks.

- (a) Except as otherwise provided in this section, the only domestic animals allowed in city parks are dogs in dog parks.
- (b) The restrictions in this section do not apply to animals brought into a city park as part of an educational program sponsored by the city or by another person with the city's consent.
- (c) Persons bringing any animal into any city park must comply with all signage about animals and must comply with all park rules regarding animals.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Sec. 50-132. – Animals other than pet animals.

- (a) Except as otherwise provided in this chapter, no person shall possess, keep, harbor, or allow to be kept on any premises in the city any animal except a pet animal or a service animal.

- (b) Except for a miniature horse that is a service animal, no horse, cow, calf, swine, sheep, goat, chickens, bees, pigeons, geese, ducks, rabbits, or any protected wild animal shall be kept in any dwelling, nor shall any such animals or bees be kept on the same lot or premises with a dwelling, except under conditions prescribed by the code official so as not to constitute a nuisance to any neighbors or property and so as not to constitute any nuisance, health or safety hazard.
- (c) The restrictions in this section do not apply to animals brought onto a premise in the city as part of an educational program or other special event (such as a carnival, temporary petting zoo, carriage rides associated with an event, or other event) sponsored by the city or by another person with the city's consent.
- (d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of \$100.00 for a first offense, \$250.00 for a second offense, and \$500.00 for any subsequent offense.

Section 4. That Chapter 50, Article V, Division 1 of the Code of Ordinances, City of Wyoming, Michigan, addressing offenses against public morals, is amended by adding sections 50-171 to read as follows:

Sec. 50-171. - - Dangerous or wild animals; feeding wild animals.

A person who engages in any of the following is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of not more than \$500.00, or both.

- (a) Except with any required state or federal license to do so, possesses, keeps, or handles any wild animal in the city.
- (b) Owns, keeps, or harbors a dangerous animal. This includes, without limitation, an animal that has bitten a person and an animal that caused serious injury to another animal.
- (c) Fails or refuses to submit for appropriate observation and care an animal that is reasonably suspected to have or been in contact with an animal that has rabies, distemper, heartworm, or canine parvovirus.
- (d) Knowingly feeds wild animals, other than wild birds. Feeding of wild birds is allowed only on a person's own property or other private property with the consent of the owner. Unless the public entity owning it first consents in writing, wild birds may not be fed in city parks, rights-of-way, or other public places.

Section 5. That Chapter 50, Article VII of the Code of Ordinances, City of Wyoming, Michigan, addressing offenses against public safety, is amended by adding section 50-269 to read as follows:

Sec. 50-269. - Hunting, capturing, or impounding animals.

- (a) Hunting of any animal is prohibited in the city.
- (b) Except as provided in this subsection, trapping of any wild animal is prohibited.
 - (1) This prohibition does not apply to live trapping by a licensed or otherwise properly credentialed individual engaged in animal or pest control who live traps a wild animal for purposes of relocating the wild animal.
 - (2) This does not apply to trapping of rodents, bats, and other animals that have gained entrance into the inside of a premises.
 - (3) This does not apply to pest control measures taken to address nuisance insects, arachnids, other arthropods, moles, rodents, and gophers.
- (c) No one shall aim or discharge any firearm, crossbow, bow and arrow, or other object capable to emitting a projectile at any animal except for the defense of self or others when the animal presents an imminent threat of bodily injury to oneself or others.
- (d) No one shall capture, contain, or restrain a wild animal or attempt to capture, contain, restrain a wild animal. This does not prohibit the use of fencing intended to keep wild animals out of a property or part of a property or to activities permitted under subsection (b).
- (e) A federal, state, county, or city officer or other person designated to do so by the city may engage in the capture and relocation, euthanizing, hunting, or other animal control efforts within the scope of that individual's official authority or as otherwise authorized by the city council or city manager to do so.

(f) A violation of this section is a misdemeanor punishable by a fine of up to \$500, up to 90 days incarceration, or both that fine and incarceration. Each animal affected by the perpetrator's actions, each trap used, each animal aimed at or that a discharged weapon may have threatened, each day that Secs. 86-330—86-350. - Reserved.

Section 6. That this ordinance shall take effect on _____, 2024.

Section 7. That, because this ordinance required preapproval by county officials in compliance with state law, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2024.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 2-24
Introduced: February 5, 2024
Adopted: _____, 2024
Effective: _____, 2024

STAFF REPORT

Date: January 31, 2024
Subjects: Amendments to animal ordinances
From: Scott Smith, City Attorney
Meeting Date: February 5, 2024

RECOMMENDATION:

Adopt the Ordinance to Repeal City Code Chapter 6 Entitled “Animals” Enabling Kent County’s Enforcement of the County Dog Law within the City; and to Amend City Code Section 1-2 by Adding Definitions; to Amend City Code Chapter 50, Article IV, Division 2 by Adding Sections 50-127 through 50-132; to Amend City Code Chapter 50, Article V, Division 1 by Adding Section 50-171; and to Amend City Code Chapter 50, Article VII by Adding Section 50-269 to Related to Certain Animals and Penalties for Violations.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is enhanced by appropriate care and keeping of animals to minimize nuisances and improve safety.

Safety – The amendments will enable continuing county assistance in animal-related enforcement issues.

Stewardship – Enabling continuing county enforcement of its ordinance avoids the need for the city to employ animal control officers or to operate an animal shelter.

BUDGET IMPACT:

The proposed amendments will not impact the budget.

DISCUSSION:

Kent County recently adopted an ordinance to enforce the county dog law. Under that law, a county cannot engage in or other county animal ordinance enforcement in any community that has an ordinance that also addresses those issues, especially those related to dogs.

It is fiscally prudent to enable county animal control officers to address animal issues, county impoundment of certain animals (when they are loose, dangerous, or mistreated), and housing them in the county animal shelter. Therefore, the city animal ordinance needed amendment.

This revision retains provisions relating to animals in a manner that does not conflict with the county ordinance. This amendment also clarifies some provisions. For example, it now clearly prohibits hunting in the city.

A copy of the county ordinance is also provided.

KENT COUNTY ANIMAL CONTROL ORDINANCE

**Adopted by Kent County Board of Commissioners
On June 23, 2022**

Ordinance No. 06-23-22-82

AN ORDINANCE to control, protect and regulate Animals to protect the health, safety and welfare of Kent County citizens and their interests; and to prescribe penalties for violation of its provisions.

THE PEOPLE OF THE COUNTY OF KENT, MICHIGAN, DO ORDAIN:

Section 1. Short Title and Citation

This Ordinance shall be known and cited as the “Kent County Animal Control Ordinance”.

Section 2. Declaration of Purpose

It is in the best interest of the citizens of Kent County to control, protect and regulate Animals to protect the health, safety and welfare of Kent County citizens and their interests.

Section 3. Authority

The authority for this Ordinance is found in 1919 Public Act 339, being MCL 287.261 et seq., as amended, and MCL 46.11(j).

Section 4. Limitations

Pursuant to MCL. 287.289a, this Ordinance shall not be construed to apply within any city, village or township which has adopted its own Animal control ordinance.

Section 5. Construction

- a. Any term in the singular shall include the plural.
- b. Pronouns in any gender shall include all genders.
- c. Any requirement or prohibition of any act shall respectively extend to and include the causing and procuring, directly or indirectly, of such act.
- d. No provision in this Ordinance shall make unlawful any act necessarily performed by any officer or employee of Kent County, the Kent County Sheriff’s Office, or any other Kent County department or agency within the scope of his/her duty, or by

any independent contractor when acting under and in conformity with an agreement with the County and/or Sheriff's Department, or his/her agent or employees.

- e. The provisions of this Ordinance are minimum standards supplemental to the statutes of this State.

Section 6. Definitions

For the purpose of this Ordinance, the following terms are defined as follows:

- a. "Abandon" means leaving an Animal, or permitting an Animal to be left, without human supervision and without making provisions for the Animal's adequate care, unless premises are vacated in a short-term emergency for the protection of human life or the prevention of injury to a human. An Animal that is lost by an Owner or Custodian from home or while traveling, walking, hiking, or hunting is not abandoned when the Owner or Custodian has made a reasonable effort to locate the Animal.
- b. "Animal", unless otherwise stated, means domesticated animals, a population that have had their behavior, life cycle or physiology systemically altered as a result of being under human control. "Animal" includes but is not limited to birds, fish, mammals and reptiles.
- c. "Animal Control Officer" means a Kent County Deputy Sheriff or any person appointed by the Kent County Sheriff to enforce this Ordinance, as amended, and/or the Dog Law of 1919.
- d. "Animal Shelter" means the Kent County Animal Shelter or a facility that is contracted with the County for the purpose of Animal impound and to house Stray Animals.
- e. "Animal Shelter Director" means the Director of the Kent County Animal Shelter Department or his/her designee.
- f. "Board of Commissioners" means the Kent County Board of Commissioners.
- g. "County" means the County of Kent, State of Michigan.
- h. "Custodian" of an Animal for purposes of this Ordinance and its enforcement means a Person who keeps or harbors the Animal or has the Animal in his/her care or custody; or who permits the Animal to remain on or about any Premises occupied by the Person.

- i. "Dog Law of 1919" means 1919 Public Act 339, being MCL 287.261 et seq., as amended.
- j. "Kennel" means an establishment wherein or whereon 3 or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration.
- k. "Kent County Animal Shelter Department" shall be defined as an administrative department of Kent County
- l. "Livestock" means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids and swine, and fur-bearing Animals being raised in captivity.
- m. "Owner" of an Animal for purposes of this Ordinance and its enforcement means a Person having a right of property ownership in an Animal;
- n. "Person" means any natural person, corporation, company, association, firm, or any other entity or organization.
- o. "Sanitary Conditions" means space free from health hazards including excessive Animal waste, overcrowding of Animals, or other conditions that endanger the Animal's health. This definition does not include any condition resulting from a customary and reasonable practice pursuant to farming or animal husbandry.
- p. "Sheriff" means the Kent County Sheriff or his/her designee.
- q. "State" means State of Michigan.
- r. "Stray" or "Running at Large" mean an Animal not under the control of an Owner or Custodian and not on an Owner or Custodian's premises.
- s. "Tag" means a physical identification emblem or a device issued as a verification of a dog license.
- t. "Treasurer" or "County Treasurer" means the Kent County Treasurer or his/her designee.

Section 7. Animal Shelter, Animal Shelter Director and Animal Control Officers

- a. The Kent County Animal Shelter Department is established by the Kent County Administrator for the operation of the Animal Shelter. The Animal Shelter Director shall be an employee of Kent County and shall report to the County Administrator. The Animal Shelter Director is not responsible for oversight of Animal Control Officers.

- b. Animal Control Officers and enforcement of this Ordinance will be under the supervision, oversight and control of the Kent County Sheriff. An Animal Control Officer may be deputized by the Sheriff as a peace officer and/or Special Deputy to enforce this ordinance and/or the Dog Law of 1919.
- c. An Animal Control Officer shall meet the minimum employment standards as established by the Dog Law of 1919 and any other applicable law, rule or regulation.

Section 8. Collection of Animals

- a. Capture. The Animal Control Officer or any Deputy of the Kent County Sheriff's Office may capture or take into custody:
 - 1. Unlicensed dogs;
 - 2. Dogs without current rabies vaccination certificates;
 - 3. Dogs which are Running at Large, Stray or which are not restrained with a lead or leash no greater than six (6) feet in length while off the Owner or Custodian's property; provided, however, this subsection shall not apply (1) when the dog is inside the boundaries of an established dog park accompanied by the dog's Owner or Custodian where dog park rules allow a dog to be off leash; (2) when the dog is engaged in lawful hunting accompanied by its Owner or Custodian; or (3) as allowed by other applicable law;
 - 4. Abandoned Animals;
 - 5. Animals whose treatment constitutes cruelty or abuse in violation of State law or this Ordinance;
 - 6. Animals not provided adequate care as required by State law or this Ordinance, including Section 13, Keeping of Animals;
 - 7. Animals which have bitten a person;
 - 8. Animals that are subject of a violation of this Ordinance, State law or other applicable law.
- b. Observation. The Animal Control Officer may capture and take into custody or accept and care for any Animal held for observation at the recommendation of a doctor, a veterinarian, or the County Health Department.

- c. Producing for Inspection. The Animal Control Officer or Deputy of the Kent County Sheriff's Office may require that a person owning any dog produce for inspection the dog, the required vaccination certificate, or the current license and license Tag for such dog.
- d. Failure to Produce for Inspection. Any Person upon whom a demand is made under authority of this Ordinance produce for inspection any dog, rabies vaccination certificate, license or Tag, who fails or refuses to produce the same, is in violation of this Ordinance.
- e. Interference with an Animal Control Officer. No Person shall interfere with, oppose, or resist the Animal Control Officer or Deputy Sheriff while he or she is engaged in the performance of any act authorized in this Ordinance.
- f. Unauthorized Removal from the Shelter. No Person shall remove any Animal from the Animal Shelter without first receiving permission from the Animal Shelter Director.
- g. Reclamation. All dogs reclaimed from the Animal Shelter must be licensed as specified in Sections 9 (Individual Dog Licensing) and 12 (Impoundment and Disposition).

Section 9. Individual Dog Licensing

- a. Licensing Required. Unless otherwise required by State law, all dogs shall be licensed by the County except:
 - 1. A dog under four months of age;
 - 2. A dog licensed by a municipality in which the dog Owner and dog reside;
 - 3. A dog licensed by another state or county in which the dog and Owner reside, if the Owner will be present in Kent County for thirty days or less;
 - 4. Dogs kept in Dog Kennels licensed pursuant to MCL 287.270.
- b. Rabies Vaccination. A dog license shall be issued for only a dog which has a current rabies vaccination; provided, however, that a license may be issued to an unvaccinated dog if a veterinarian states in writing that the dog should not be vaccinated for medical reasons and indicates when the dog can be vaccinated.
- c. Individual Licenses. The County Treasurer or the Treasurer's agent shall issue licenses as provided by MCL 287.274-287.274a. License fees shall be established from time to time by the County Board of Commissioners.

- d. Wearing of Tags. A license Tag shall be worn by each licensed dog at all times, except when such dog is engaged in lawful hunting accompanied by its Owner or Custodian.

Section 10. Dog Kennels

- a. Kennel Licenses. Any person who owns, keeps, or operates a Kennel may, in lieu of individual licenses required for dogs under this Ordinance and under the Statutes of the State of Michigan, apply at the Kent County Animal Shelter for a Kennel license entitling that person to own, keep, or operate such a Kennel in accordance with applicable laws of the State, including but not limited to MCL 287.270. Pets must be licensed individually and will not be covered under the Kennel license. This provision is not intended to and does not negate any obligation to obtain zoning permission from the local governmental unit if required by the local unit.
- b. Application for Kennel License. In order to obtain a Kennel License, any person who owns, keeps, or operates a Kennel at any single location within the boundaries of Kent County, except in cities, villages, or townships with their own Animal control ordinance, shall; (1) within thirty days prior to the start of such operation or; (2) a person who has been previously issued a Kennel License, shall apply for a new Kennel License for a new Kennel License by June 1 of each year, at the Animal Shelter Department which, acting as agent of the Treasurer, shall issue such license if the Dog Kennel is in compliance with Sections 10 and 11 of the Dog Law of 1919, being MCL 287.270 and MCL 287.271, and the applicant provides proof acceptable to the County that the Dog Kennel is in compliance with any applicable ordinance of the city, village, or township in which it is located.
- c. Inspection. The Animal Control Officer shall have the right to inspect any Dog Kennel in Kent County in order to determine whether said Kennel is in compliance with this Ordinance and State Statute. If the Kennel has been issued a Kennel License, it shall be the duty of the Animal Control Officer to suspend said Kennel License if, in the Officer's opinion, conditions exist which are not in compliance with this Ordinance, Section 10 of the Dog Law of 1919, being MCL 287.270, and the rules of the Michigan Department of Agriculture, pending correction of such conditions, and further shall have the ability to revoke said Kennel License if such conditions are not corrected within a designated reasonable time.
- d. Rabies Vaccination. Each dog kept in the Kennel that is four (4) months of age or older must have a current rabies vaccination as evidenced by a valid certificate of vaccination licensed by the United States Department of Agriculture, signed by an accredited veterinarian or affidavit of the Kennel owner.

- e. Conditions of Kennel. Any Kennel which under State law is to be covered by a Kennel License shall meet all applicable requirements of State law, including but not limited to Department of Agriculture and Rural Development, Animal Industry Division, Regulation No. 129, being R 285.129.1, Dog kennels.
- f. Animal Care. All licensed Kennels shall provide Animal care as required by applicable State law and this Ordinance, including but not limited to Section 13, Keeping of Animals.
- g. Revocation of Kennel License. A Kennel License may be revoked if the Kennel is not in compliance with State law or this Ordinance.
- h. Forfeiture of Fee. Upon revocation of a Kennel License no part of the fees paid for the License shall be returned and such fees shall be forfeited to the County.
- i. Display of License. Every person having a Kennel License shall keep the License posted and exhibited in a conspicuous manner at the Kennel.
- j. Local Zoning. No Kennel License shall be valid for any Kennel which violates any zoning ordinances or official land use plan. No Kennel License shall be valid where such use is declared a nuisance by the relevant Township Board, Village Council or City Commission.
- k. Fees. The Kent County Board of Commissioners shall set the fees associated with the Article and all other provisions in this Ordinance.

Section 11. Animal Behavior

- a. An Owner or Custodian shall not permit or enable his/her dog or Animal to Run at Large.
- b. An Owner or Custodian shall, at any time the dog is off that Person's property, restrain the dog with a lead or leash no greater than six (6) feet in length; provided, however, this requirement shall not apply (1) when the dog is inside the boundaries of an established dog park accompanied by the dog's Owner or Custodian where dog park rules allow a dog to be off leash; (2) when the dog is engaged in lawful hunting accompanied by its Owner or Custodian; or (3) as allowed by other applicable law.
- c. An Owner or Custodian shall not intentionally, or by failure to exercise due care, allow his/her dog or Animal to menace, attack or bite a person or other Animal in a place where the person or other Animal is legally entitled to be. "Menace" shall include, but not be limited to, charging, scratching, toppling, teeth-baring, snapping, growling, or other predatory mannerisms, directed at a person or other

Animal. "Menace" shall not include behavior of a dog or Animal separated from the person or other Animal by a cage, fence or other barrier.

- d. An Owner or Custodian shall not intentionally, or by failure to exercise due care, allow his/her dog or other Animal to destroy real or personal property.
- e. An Owner or Custodian shall prevent the Animal from defecating on any public or private property other than his own or shall immediately collect and properly dispose of all fecal matter deposited by the Animal while it is off his property.
- f. Stray Livestock. The Owner or Custodian of livestock or poultry shall prevent such animals from running at large on public or private property without consent of the property owner provided, however that this section shall not prohibit leading or driving livestock, under the Owner or Custodian's supervision, along a public highway.

Section 12. Impoundment and Disposition

- a. Animal Shelter. The Animal Shelter is the Animal custodial care and animal impound facility designated as such by the County. Any Stray Animal found in Kent County may be delivered to the custody of the Animal Shelter during its normal business hours.
- b. Relinquishing Strays. Any person picking up any Stray Animal promptly shall inform the Animal Shelter Director that they have found a Stray Animal and shall surrender such Animal to the Animal Shelter upon demand of the Animal Shelter Director, Animal Control Officer or law enforcement officer.
- c. Apprehension of Strays. Any person finding a Stray may assist the Animal Control Officer by holding such Animal for the Animal Control Officer to pick up or by delivering it to the Animal Shelter.
- d. Length of Impoundment. At a minimum the Animal Shelter shall impound Animals and Livestock for the length of time required by State law or applicable court order, if any.

The length of impoundment shall be computed by excluding the first day the Animal is brought to the shelter and including the last day of confinement. If the last day is Sunday, legal holiday, or day the Animal Shelter is closed to the public, the period shall be extended to the next day which is not Sunday, legal holiday, or day the Animal Shelter is closed to the public.

- e. Licensed Dogs. When any Stray dog wearing a current, valid license Tag issued by the Kent County Treasurer, his/her agent, or any municipality within Kent County is impounded pursuant to this Ordinance, the Animal Control Officer or the Animal

Shelter shall, within twelve working hours after receiving the dog, give written notice of the dog's impoundment to the person to whom the license was issued using the address given on the license application. The Notice shall inform the Owner that the dog will be impounded for seven days after the date of the Notice and must be reclaimed within that impoundment period. If the Owner does not reclaim the dog by the end of the impoundment period, the dog shall be considered unclaimed under Subsection J of this Section.

- f. Sick or Injured Animals. Any Animal that is terminally ill or suffering unduly may be humanely euthanized at the discretion of the Animal Shelter Director and any impound time shall not apply.
- g. Voluntarily Surrendered Animals. Any Animal may be humanely euthanized at the request of the Owner for a fee set from time to time by the County Board of Commissioners. No impound time is required for voluntarily surrendered Animals.
- h. Records. The Animal Shelter shall keep a record of each Animal impounded by it, the date of the impounding, the date and manner of its disposition, and if reclaimed, adopted or sold, the name and amount of all fees collected by the County because of the impounding, reclaiming, adopting or purchasing of the Animal, together with the number of any license Tag or Kennel License exhibited or purchased upon the redemption or sale.
- g. Compliance. The Animal Control Officer or Animal Shelter shall not release or sell any Animal that has been impounded in accordance with this Ordinance unless the person to whom the Animal is released or sold provides satisfactory proof that the Animal will be licensed and maintained in accordance with this Ordinance and any other relevant ordinance or statute.
- h. Medical Attention. The Animal Control Officer or Animal Shelter may employ a veterinarian whenever he or she deems necessary in a medical emergency in order to properly care for an impounded Animal. The County or Animal Shelter shall charge a fee for veterinary services and such Animal shall not thereafter be reclaimed without payment of such fee in addition to other impoundment fees and costs.
- i. Payment of Fees. All fees and costs shall be paid, or a payment plan established, prior to the release of any Animal. Fees and costs are established by the Kent County Board of Commissioners.
- j. Impoundment and Disposition. Upon conclusion of the impoundment period, if the Animal has not been reclaimed by its Owner, the Animal Shelter Director may continue to confine the Animal, release the Animal for adoption, sell the Animal or euthanize the Animal in a humane manner.

- k. Prohibition. Animals may not be sold or otherwise transferred to be used as experimental subjects.

Section 13. Keeping of Animals

- a. Adequate Care. Every person who owns or who has charge, care, or custody of an Animal shall provide sufficient food, water, shelter, Sanitary Conditions, exercise, and veterinary medical attention in order to maintain the Animal in a state of good health. Adequate Care includes but is not limited to each of the following requirements.
 - 1. Feeding. Each Animal shall be supplied with sufficient, good, wholesome food and water of sufficient quality and nutritive value to meet the daily requirements determined by the condition and size of the Animal. All Animals shall have fresh water available at all times.
 - 2. Cleanliness. All Animals and all Animal buildings or enclosures shall be maintained in a clean and sanitary condition.
 - 3. Unattended Animals. Whenever a commercial Animal facility or a Dog Kennel is left unattended, the name, address, and telephone number of the owner of the facility and the person responsible for care of the Animals shall be posted in a conspicuous place at the front of the facility.
 - 4. Dangerous Surroundings. No condition shall be maintained or permitted that is, or could be, injurious to the Animal.
 - 5. Teasing. Every reasonable precaution shall be taken to ensure that Animals are not teased, abused, mistreated, annoyed, tormented, or made to suffer by any person.
 - 6. Protection. All reasonable precautions shall be taken to protect the public from Animals and Animals from the public.
 - 7. Sick Animals. Every commercial Animal facility and Dog Kennel shall isolate sick Animals sufficiently so as to not endanger the health of other Animals.
 - 8. Ventilation and Light. Every building or enclosure wherein Animals are maintained shall be constructed of materials easily cleaned and shall be kept in a sanitary condition. The building shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required

according to the physical needs of the Animals with sufficient light to allow observation of the Animals.

9. Veterinarian Attention. The Owner or Custodian shall take an Animal to a veterinarian for an examination and treatment if the Animal Control Officer finds this necessary to maintain the health of the Animal, and so orders.
10. Cages. Cages shall provide enough space to let each Animal stand up, lie down, and turn around without touching the top or sides of the cage. Cages shall be of a material and construction that permits cleaning and sanitizing. Cage floors, unless radiantly heated, shall have either a resting area above the cage floor or some type of bedding.
11. Shelter. Proper shelter and protection from the weather shall be provided at all times and at a minimum shall consist of a three-sided shelter of suitable size. Shelter floors, unless radiantly heated, shall have either a resting area above the shelter floor or some type of dry bedding.
12. Structural Strength. Housing facilities for Animals shall be structurally sound and shall be maintained in good repair to protect the Animals from injury, contain the Animal, and restrict the entrance of other Animals.

b. Cruelty

1. General Prohibition. No person shall beat, harass, injure, or attempt to beat, harass, or injure an Animal.
2. Alcohol. No person shall give an Animal any alcoholic beverage unless prescribed by a veterinarian.
3. Incompatible Animals. No person shall allow Animals, which are natural enemies, temperamentally unsuited, or otherwise incompatible to be quartered together or so near each other as to cause injury, fear, or torment. If two or more Animals are trained so that they can be placed together and without attacking each other, or performing, or attempting any hostile act toward each other, such Animals shall not be considered enemies.
4. Injurious Tack. No person shall allow the use of any tack, equipment, device, substance, or material that is, or could be, injurious or cause unnecessary cruelty to any Animal.

5. Proper Exercise. Working Animals shall be given exercise proper for the individual Animal under the particular conditions.
6. Working Sick Animals. No person shall work or use any Animal which is overheated, weakened, exhausted, sick, injured, diseased, lame, or otherwise unfit.
7. Dog in Heat. No person having a dog in heat shall permit her to be contained in a fashion which gives Animals Running at Large or Stray Animals access to her or which permits her to escape.
8. Confinement. No person shall confine a dog on a chain for more than four hours unless the chain permits movement over at least thirty square feet and allows the dog free access to a suitable shelter and water at all times.
9. Abandonment. No person shall Abandon an Animal.

Section 14. Bites

- a. Reporting. An Owner or Custodian of an Animal which is known to have bitten a person is obligated to report the bite to the Animal Control Officer and/or the Animal Shelter within twenty-four hours of knowledge of the bite. If on a weekend, the report may be made through calling emergency dispatch (911).
- b. Proof of Vaccination. Any Owner or Custodian must upon request provide proof of the Animal's rabies shots or vaccinations and if the Owner or Custodian refuses, the Animal will be presumed to have no current protections.
- c. Quarantine. Every Animal which is known to have bitten a person shall be quarantined as required by State law. Such quarantine shall be at the Animal Shelter, a veterinary office, or a place designated by the Animal Control Officer. The Owner or Custodian shall surrender the Animal to the Animal Control Officer upon request.

Section 15. Enforcement and Penalties

- a. Fines. Any person who violates this Ordinance may be responsible for municipal civil infraction violation punishable by a municipal civil infraction fine, as follows:
 1. \$100 for an initial infraction, or \$200 for a subsequent infraction within five years; and
 2. the costs of prosecution and other costs as determined by the court.

- b. Enforcement. The Animal Control Officer or any Deputy of the Kent County Sheriff's Office may also order correction of a violation and may specify the nature of corrective action required and a reasonable time limit for the corrective action to be completed. In the case of violations that may present an imminent danger to public health and safety, immediate corrective action may be required. The Animal Control Officer and any Deputy of the Kent County Sheriff's Office is authorized to issue and serve municipal civil infraction citations if he or she has reasonable cause to believe that a person has committed a violation of this Ordinance. The citation shall contain a description of the violation, that it is a civil infraction, and shall cite the specific sections of the State Statutes or this Ordinance that apply. A court which finds an individual responsible for a civil infraction may exercise equitable powers within its authority to compel current and future compliance with this Ordinance.
- c. Other Remedies. Nothing in this Ordinance shall be construed as impairing the right of Kent County or the Animal Control Officers to pursue other legal remedies, including but not limited to, injunctive relief, to enforce the provisions of this Ordinance or citation under applicable State law.

Section 16. Fees for Licenses, Services and Costs

The Kent County Board of Commissioners shall determine fees and costs for various licenses, services, and costs provided or incurred under this Ordinance.

Section 17. Amendments

This Ordinance may be amended from time to time at the discretion of the Kent County Board of Commissioners during a regularly scheduled meeting by majority vote of the members present. The Ordinance shall be read in conformity with and to include any amendments to the State statutes referenced.

Section 18. Severability

The phrases, sentences and provisions of this Ordinance are severable and the finding that any portion hereof is unconstitutional or otherwise unenforceable shall not detract from or affect the enforceability of the remainder of this Ordinance.

Section 19. Repeal

Any ordinances, rules or regulations heretofore enacted and in conflict with this Ordinance are hereby repealed.

Section 20. Effective Date

This Ordinance shall become effective July 1, 2022.

Adopted: 6/23/2022 by Resolution No. 06-23-22-82