

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, APRIL 17, 2023, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Rick Pilienci, Grace Christian University
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 April 3, 2023 Regular Meeting, the April 3, 2023 Closed Session and the April 10, 2023 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 23-04 Acceptance of an Easement for 430 – 54th Street SW
(P & C Properties, LLC)
 - 23-05 Acceptance of an Easement for 440 – 54th Street SW
(P & C Properties, LLC)
 - 23-06 Acceptance of an Easement for 450 – 54th Street SW
(P & C Properties, LLC)

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) Of Appreciation to Jennie VanHorn for Her Service as a Member of the Downtown Development Authority for the City of Wyoming
- b) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- c) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company
- d) To Schedule a Public Hearing on the Necessity of Special Assessing the Costs of Median Maintenance for Property Owners Located in the Kent Industrial Center Plats and Establish Assessment District #23-816 to Defray Maintenance Costs (May 1, 2023 at 7:02 p.m.)

15) Resolutions

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

- e) To Accept an Agreement from West Shore Services for Inspection and Annual Preventative Maintenance of Warning Sirens
- f) To Authorize the Purchase of a Fire Engine and Associated Equipment (Budget Amendment No. 64)
- g) To Accept a Quote from Phoenix Safety Outfitters and Authorize the Purchase of Fire Turnout Gear
- h) To Accept a Proposal from Eaton Corporation for the Purchase and Installation of Uninterruptable Power Supply (UPS) Batteries
- i) For Award of Bid and to Authorize the Mayor and City Clerk to Sign the Contract
 - 1. Peristaltic Pump

17) Ordinances

18) Informational Material

City Manager Selection Discussion

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

April 17, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-04

Subject: Acceptance of an Easement for
430 – 54th Street, SW (P & C Properties, LLC)

Councilmembers:

P & C Properties, LLC, owner of 430 – 54th Street, SW, has submitted the following described Easement. The Easement conveys permanent access rights to the City of Wyoming to construct sidewalk and ADA ramps. The Easement area is shown on the attached Estimate of Just Compensation form. This Easement is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	P & C Properties, LLC
Parcels:	41-17-36-177-010
Right-of-way Size	660 sf – Easement
Consideration:	\$2,857.80

It is recommended that the City Council accept the attached Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



John McCarter
Acting/Interim City Manager

Attachments: Easement
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

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

RIGHT-OF-WAY EASEMENT

Parcel No. 41-17-36-177-010

P & C Properties, LLC, a Michigan limited liability company, 3735 Central Avenue, Detroit, MI 48210 (**Grantor**), in exchange for the payment of Two Thousand Eight Hundred Fifty Seven Dollars and 80 Cents (\$2,857.80), the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A** (the **Easement Area**) for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way or utilities placed within the Easement Area.
3. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
4. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

DATED: 3 31. 2023

Approved as a form:

Attorney for the City of Wyoming

GRANTOR:

P & C Properties, LLC

Paul Marek

By: PAUL MAREK

Its: MANAGER

STATE OF MICHIGAN)

)ss.

COUNTY OF Wayne)

The foregoing instrument was acknowledged before me in Wayne County, Michigan on this 31 day of March, 2023 by Paul Marek, Manager of P & C Properties, LLC, on behalf of P & C Properties, LLC.

Catherine M. Miller Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 3-21-2029

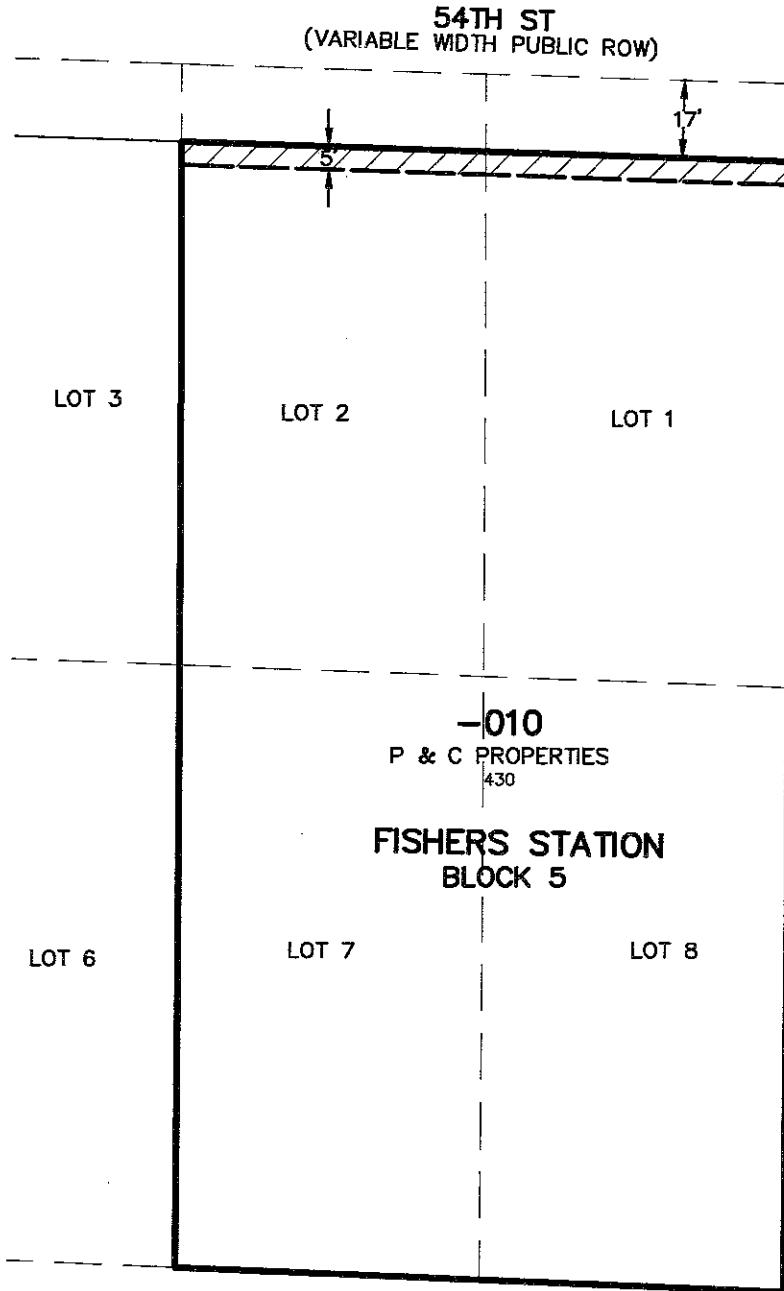


Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

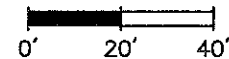
Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

EXHIBIT "A"
41-17-36-177-010



SCALE : 1" = 40'



SUBJECT PARCEL DESCRIPTION
(PER BEST HOMES TITLE AGENCY,
LLC COMMITMENT NO.
BH-232054):

SITUATED IN THE CITY OF
WYOMING, COUNTY OF KENT,
STATE OF MICHIGAN

LOTS 1 AND 2, BLOCK 5, EXCEPT
THE NORTH 17 FEET THEREOF,
ALSO LOTS 7 AND 8, BLOCK 5,
PLAT OF FISHER'S
STATION, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN
LIBER 3 OF PLATS, PAGE 34,
KENT COUNTY RECORDS.

PROPOSED RIGHT-OF-WAY
DESCRIPTION:

THE SOUTH 5 FEET OF THE
NORTH 22 FEET OF LOTS 1 AND
2, BLOCK 5, BLOCK OF FISHERS
STATION, CITY OF WYOMING,
KENT COUNTY, MICHIGAN

CONTAINS 660 SQUARE FEET

FISHER AVE
(49' Public ROW)

PROJECT - 2220948 Somerset - -010 EXHIBIT - Feb. 27 2023 - 05:28am

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory
3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-6955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 36
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING,
KENT COUNTY, MICHIGAN

Date : 02/21/2023
Project No. 2220948

PAGE
1 OF 1

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:

Permanent Parcel No.: 41-17-36-177-010

Parcel: P & C Properties, LLC

Land Use: Commercial – Improved

Address: 430 54th Street, SW

Zoning: 201

ACQUISITION DESCRIPTION:

Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.

Summary of Costs:

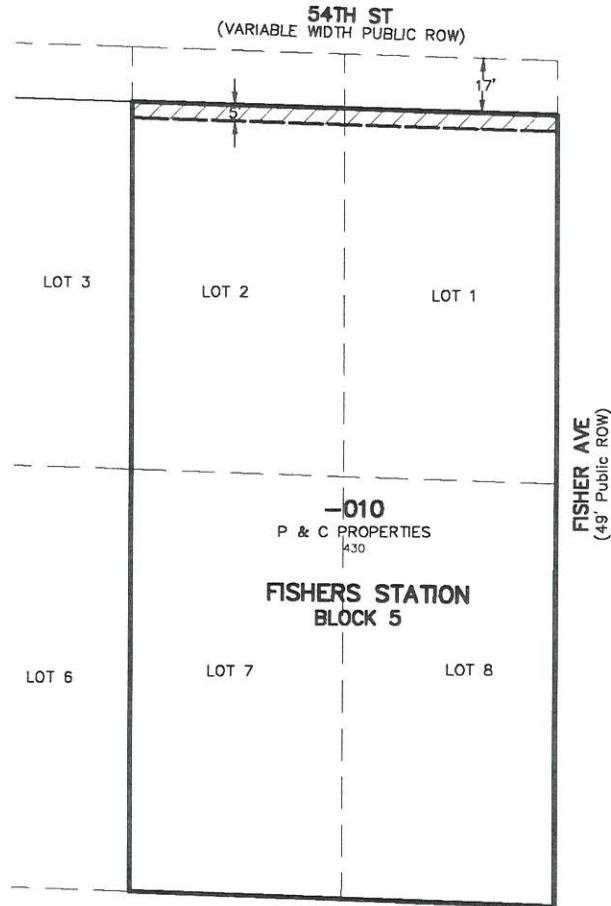
Easement:

A rectangular piece of property located adjacent to 54th Street as shown on sketch.

Area: 660 sft

SKETCH:

North



COMPUTATION OF VALUE:

LAND ACQUISITION, EASEMENT

660 sft. (Area) X \$ 4.33 / sft = \$ 2,857.80

\$ 2,857.80

REMARKS:

\$ 2,857.80

Signed:

Deborah S. Poeder

for information call 616.791.9805

Land Matters
Deborah S. Poeder

Agreed to by:

P & C Properties, LLC

Paul Marek

By: PAUL MAREK

Its: MANAGER

April 17, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-05

Subject: Acceptance of an Easement for
440 – 54th Street, SW (P & C Properties, LLC)

Councilmembers:

P & C Properties, LLC, owner of 440 – 54th Street, SW, has submitted the following described Easement. The Easement conveys permanent access rights to the City of Wyoming to construct sidewalk. The Easement area is shown on the attached Estimate of Just Compensation form. This Easement is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	P & C Properties, LLC
Parcels:	41-17-36-177-012
Right-of-way Size	462 sf – Easement
Consideration:	\$2,000.46

It is recommended that the City Council accept the attached Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



John McCarter
Acting/Interim City Manager

Attachments: Easement
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

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

RIGHT-OF-WAY EASEMENT

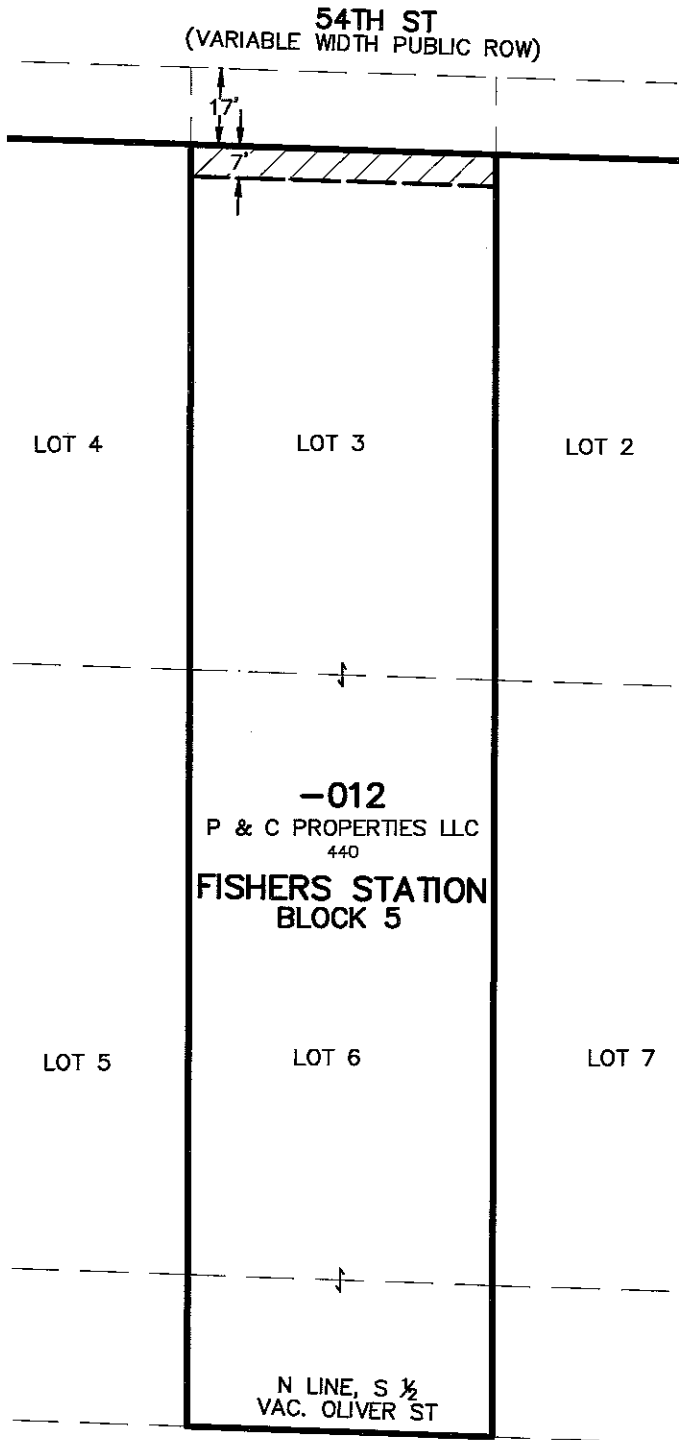
Parcel No. 41-17-36-177-012

P & C Properties, LLC, a Michigan limited liability company, 3735 Central Avenue, Detroit, MI 48210 (**Grantor**), in exchange for the payment of Two Thousand Dollars and 46 Cents (\$2,000.46), the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A** (the **Easement Area**) for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

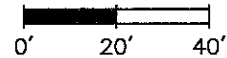
1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way or utilities placed within the Easement Area.
3. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
4. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

EXHIBIT "A"

41-17-36-177-012



SCALE : 1" = 40'



SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-232912):

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN
 LOTS 3, BLOCK 5 OF FISHER'S STATION,
 ACCORDING TO THE RECORDED PLAT THEREOF,
 RECORDED IN LIBER 3 OF PLATS, PAGE 34, KENT
 COUNTY RECORDS, EXCEPT THE NORTH 17 FEET
 THEREOF TAKEN FOR ROAD PURPOSES,
 AND
 LOT 6, BLOCK 5 OF FISHER'S STATION,
 ACCORDING TO THE PLAT THEREOF RECORDED IN
 LIBER 3 OF PLATS, PAGE 34 OF KENT COUNTY
 RECORDS, INCLUDING THE NORTH 1/2 OF
 VACATED STREET LYING SOUTH OF AND ADJACENT
 TO SUBJECT PROPERTY

PROPOSED RIGHT-OF-WAY DESCRIPTION:

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN DESCRIBED AS: THE SOUTH 7.00 FEET OF THE NORTH 24.00 FEET OF LOT 3, BLOCK 5 OF FISHER'S STATION, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN LIBER 3 OF PLATS, PAGE 34, KENT COUNTY RECORDS.
 CONTAINS 462 SQUARE FEET

JULIST - 2220948_Survey/Map - -012 EASEMENT - Feb. 27, 2023 - 09:58am

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
 Grand Rapids, MI 49525 f. (616) 364-6955
 www.preinnewhof.com info@preinnewhof.com

CLIENT:
 CITY OF WYOMING
 1155 28TH STREET SW
 WYOMING, MI 49509

LOCATED IN : SECTION 36
 TOWN 6 NORTH, RANGE 12 WEST
 CITY OF WYOMING,
 KENT COUNTY, MICHIGAN

Date : 02/21/2023
 Project No. 2220948

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 1 OF 1

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

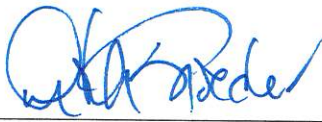
SITE DATA:		Permanent Parcel No.: 41-17-36-177-012
Parcel:	P & C Properties, LLC	Land Use: Commercial – Improved
Address:	440 54 th Street, SW	Zoning: 201

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Easement:</u> An rectangular piece of property located adjacent to 54th Street as shown on sketch.</p> <p>Area: 462 sft</p> </div>	<p>SKETCH:</p>
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COMPUTATION OF VALUE:		
LAND ACQUISITION, EASEMENT		
462 sft. (Area)	X	\$ 4.33 / sft = \$ 2,000.46
		\$ 2,000.46

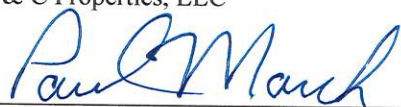
REMARKS:

\$ 2,000.46

Signed: 
Land Matters
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: P & C Properties, LLC


By: PAUL MAREK
Its: MANAGER

April 17, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-06

Subject: Acceptance of an Easement for
450 – 54th Street, SW (P & C Properties, LLC)

Councilmembers:

P & C Properties, LLC, owner of 450 – 54th Street, SW, has submitted the following described Easement. The Easement conveys permanent access rights to the City of Wyoming to construct sidewalk and ADA ramps. The Easement area is shown on the attached Estimate of Just Compensation form. This Easement is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2023.

Grantor:	P & C Properties, LLC
Parcels:	41-17-36-177-011
Right-of-way Size	510 sf -- Easement
Consideration:	\$2,208.30

It is recommended that the City Council accept the attached Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



John McCarter
Acting/Interim City Manager

Attachments: Easement
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

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

RIGHT-OF-WAY EASEMENT

Parcel No. 41-17-36-177-011

P & C Properties, LLC, a Michigan limited liability company, 3735 Central Avenue, Detroit, MI 48210 (**Grantor**), in exchange for the payment of Two Thousand Two Hundred Eight Dollars and Thirty Cents (\$2,208.30), the adequacy and receipt of which is acknowledged, grants, warrants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A (the Easement Area)** for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any successor of City or one or more other entities owning or operating all or any portion of the rights-of-way or utilities placed within the Easement Area.
3. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
4. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.

DATED: 3.31.2023

Approved as a form:

Attorney for the City of Wyoming

GRANTOR:

P & C Properties, LLC

Paul Marek

By: PAUL MAREK

Its: MANAGER

STATE OF MICHIGAN)

)ss.

COUNTY OF Wayne)

The foregoing instrument was acknowledged before me in Wayne County, Michigan on this 31 day of March, 2023 by Paul Marek, Manager of P & C Properties, LLC, on behalf of P & C Properties, LLC.

Catherine M. Miller Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My Commission Expires: 3-21-2029



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

Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

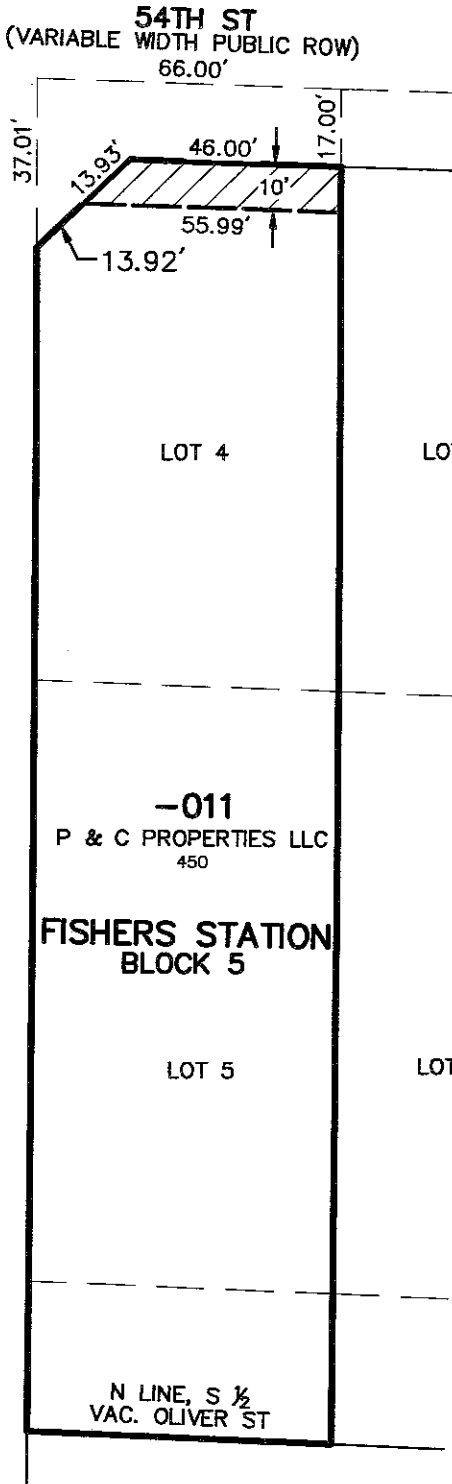
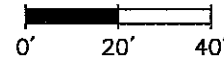
When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

EXHIBIT "A"

41-17-36-177-011



SCALE : 1" = 40'



SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-232054):

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN

LOTS 4 AND 5, BLOCK 5, PLAT OF FISHER'S STATION, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 3 OF PLATS, PAGE 34, KENT COUNTY RECORDS, ALSO THE NORTH 1/2 OF VACATED OLIVER STREET ADJACENT THERETO, EXCEPT THAT PART OF LOT 4 DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 4; THENCE SOUTH 00°00' WEST 37.01 FEET ALONG THE WEST LINE OF LOT 4; THENCE NORTH 45°58'24' EAST 27.80 FEET; THENCE SOUTH 88°04' EAST 46 FEET PARALLEL WITH AND 17 FEET SOUTH OF THE NORTH LINE OF LOT 4 TO THE EAST LINE OF LOT 4; THENCE NORTH 00°00' EAST, 17.01 FEET TO THE NORTHEAST CORNER OF LOT 4; THENCE NORTH 88°04' WEST 66 FEET TO THE POINT OF BEGINNING

PROPOSED RIGHT-OF-WAY DESCRIPTION:

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN:
 PART OF LOT 4, BLOCK 5, PLAT OF FISHER'S STATION, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 3 OF PLATS, PAGE 34, KENT COUNTY RECORDS, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 4; THENCE SOUTH 00°00' WEST 37.01 FEET ALONG THE WEST LINE OF LOT 4; THENCE NORTH 45°58'24' EAST 13.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 45°58'25' EAST 13.93 FEET; THENCE SOUTH 88°04' EAST 46 FEET PARALLEL WITH AND 17 FEET SOUTH OF THE NORTH LINE OF LOT 4 TO THE EAST LINE OF LOT 4; THENCE SOUTH 00°00' WEST, 10.00 FEET ALONG THE EAST LINE OF LOT 4; THENCE NORTH 88°04' WEST 55.99 FEET TO THE POINT OF BEGINNING.
 CONTAINS 510 SQUARE FEET

CLAY AVE
(66' Public ROW)

-011
P & C PROPERTIES LLC
450

FISHERS STATION
BLOCK 5

N LINE, S 1/2
VAC. OLIVER ST

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-6955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 36
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING,
KENT COUNTY, MICHIGAN

Date : 02/21/2023
Project No. 2220948

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1 OF 1

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:

Permanent Parcel No.: 41-17-36-177-011

Parcel: P & C Properties, LLC

Land Use: Industrial – Improved

Address: 450 54th Street, SW

Zoning: 301

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Easement:</u> An irregular piece of property located adjacent to 54th Street as shown on sketch.</p> <p>Area: 510 sft</p> </div>	<p>SKETCH:</p> <div style="text-align: right; margin-bottom: 10px;">North ↑</div>
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COMPUTATION OF VALUE:		
LAND ACQUISITION, EASEMENT		
510 sft. (Area) X \$ 4.33 / sft = \$ 2,208.30		\$ 2,208.30

REMARKS:

\$ 2,208.30

Signed:

Land Matters
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: P & C Properties, LLC

By: PAUL MAREK
Its: MANAGER

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JENNIE VANHORN FOR HER SERVICE
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE CITY OF WYOMING

WHEREAS:

1. Jennie VanHorn has served faithfully and effectively as a member of the Downtown Development Authority since July 15, 2019.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Jennie VanHorn for her dedicated service as a member of the Downtown Development Authority.

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 April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

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

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy replace (6) 400-watt Cobrahead streetlights with (6) 80-watt LED streetlights on Gezon Parkway/54th St., SW, between Division Avenue and Byron Center Avenue as part of the Gezon Parkway/54th St. resurfacing and widening project.
3. Consumers Energy will remove and replace these streetlights and necessary appurtenances at a cost of \$13,954.
4. Consumers Energy has submitted the attached modification to the streetlighting contract to address the removal and addition of streetlights.
5. Sufficient funds are available in the Major Streets Fund Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

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

Resolution No. _____



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

Contract Number: 100000339505

Consumers Energy Company is authorized as of _____ by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 12/1/2012.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 12/1/2012 shall remain in full force and effect.

Contract Number: 103016902985

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

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

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

Notification Number(s): 1066033326

Comments: replace 6 lights to LED from HPS for road widening job

City of WYOMING

By: _____

(Signature)

(Printed)

Its: _____

(Title)

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

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 12/1/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

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

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

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

STATE OF MICHIGAN
COUNTY OF KENT

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

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

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (6) 400 watt HPS Cobrahead Non-Cutoff to Remove at location gezon pkwy sw;

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (6) 80 watt LED Cobrahead Non-Cutoff to Install at location gezon pkwy sw;

52nd St SW

52nd St SW

Kelley Dewatering

1/2

Mulligan Ct SW
Mulligan Dr SW

Harvest Orthodox
Presbyterian Church

WKTV

Macatawa Bank

Hampton Inn Grand
Rapids-South

Freightliner of
Grand Rapids

131

Eagle Glen Dr SW

Golfcrest Dr SW

Gezon Pkwy SW

Chilli's Grill & Bar

Chick-fil-A

131

Diese

La Paloma Dr SW

Hills Dr SW

Gezon Pkwy SW

Panera Bread

Meijer

131

Merri's T

Lakeshore Sewing

Target

West Michigan
Surgical Specialists

Belle Tire
Buy Now & Save
Up to \$200

Meijer Pharmacy

131

56th St SW

56th St SW

56th St SW

Meijer

West Michigan
International

131

Premier Graph

S.A. Norman & Co

Menards

Spectrum
Entertainment Complex

Charles
Tire

561

56th St SW

56th St SW

56th St SW

Carroll Construction
Supply

Craig's Cruisers -
Grand Rapids

131

Pacific Pric

56th St SW

56th St SW

56th St SW

UPS Office

UPS Customer Center

131

Service

56th St SW

56th St SW

56th St SW

Gymnastics

Pinnacle Tool

131

Service

56th St SW

56th St SW

56th St SW

Carroll Construction
Supply

Craig's Cruisers -
Grand Rapids

131

Service

56th St SW

56th St SW

56th St SW

Carroll Construction
Supply

Craig's Cruisers -
Grand Rapids

131

Service

56th St SW

56th St SW

56th St SW

Carroll Construction
Supply

Craig's Cruisers -
Grand Rapids

131

Service

56th St SW

56th St SW

56th St SW

Carroll Construction
Supply

Craig's Cruisers -
Grand Rapids

131

Service

Google

RESOLUTION NO. _____

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

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company remove one (1) streetlight at 2125 Wrenwood Street, SW.
3. The proposed removal allows Wyoming Public Schools to expand their building.
4. Consumers Energy will remove this streetlight at no cost to the City.
5. Consumers Energy has submitted the attached modification to the streetlighting contract to address the removal of streetlight.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

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

Resolution No. _____



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

Contract Number: 100000339505

Consumers Energy Company is authorized as of _____ by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 12/1/2012.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 12/1/2012 shall remain in full force and effect.

Notification Number(s): 1065796658

Comments: Remove one 100w HPS Cobra Head - 16' mast arm for school addition // line relocation for school addition

City of WYOMING

By: _____

(Signature)

(Printed)

Its: _____

(Title)

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

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 12/1/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

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

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

STATE OF MICHIGAN
COUNTY OF KENT

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

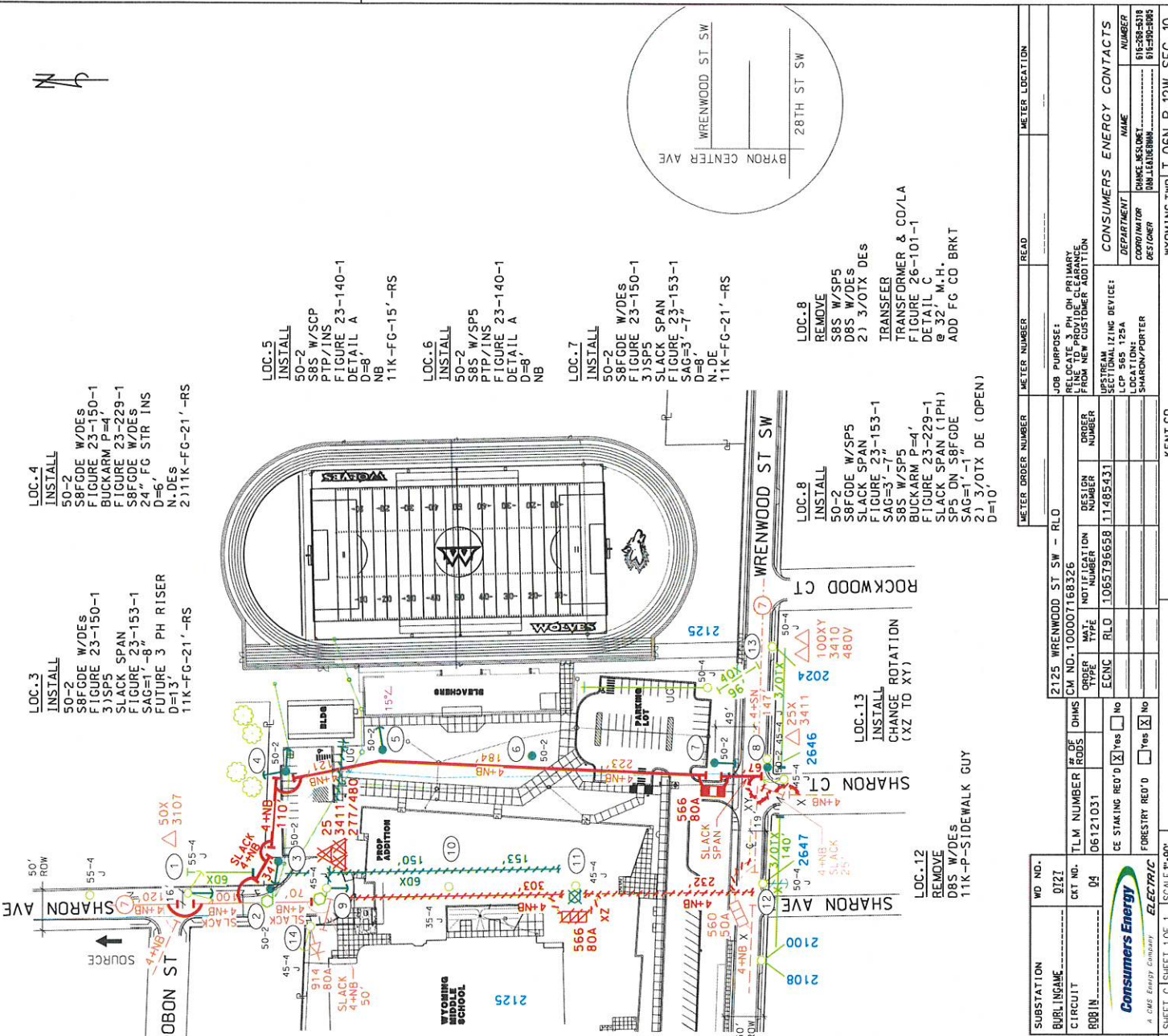
commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (1) 100 watt HPS Cobrahead NA to Remove at location 2125 wrenwood;



LOC. 1
 REPLACE
 S8S W/SP5
 S8FGDE W/DES
 FIGURE 23-150-1
 INSTALL
 3) SP5
 SLACK SPAN
 FIGURE 23-150-1
 SAG=6'-5"
 11-FG-20'-RS
 FIGURE 22-101-14

LOC. 2
 INSTALL
 50-2
 S8FGDE W/SP5
 SLACK SPAN
 FIGURE 23-153-1
 SAG=6'-5"
 BUCKARM P=4'
 S8FGDE W/SP5
 SLACK SPAN
 SAG=1'-8"
 D=8'
 NB + N.DE + 6DX DE
 TRANSFER
 COBRA HEAD ON MAST ARM
 TO 25' M.H.
 (LOC.9 TO LOC.2)

LOC. 9
 INSTALL
 ADD S8S W/SP5
 SLACK SPAN
 FIGURE 23-153-1
 SAG=6'-5"
 11K-FG-15'-RS
 FIGURE 22-101-14
 REMOVE
 3 PH POWERBANK
 S8S DEVICE ARM
 CO/LAS
 TAN CLP
 WR

LOC. 10
 REMOVE
 TOP POLE 12" ABOVE COMMS
 2) WRS

LOC. 11
 REMOVE
 TOP POLE 12" ABOVE COMMS
 D8S W/DES
 2) LINE CUTOITS
 6DX DE
 WR
 72 W LED COBRA HEAD
 16' X 2" MAST ARM

LOC. 12
 REMOVE
 D8S W/DES
 11K-P-SIDEWALK GUY

LOC. 13
 INSTALL
 CHANGE ROTATION
 (XZ TO XY)

LOC. 3
 INSTALL
 50-2
 S8FGDE W/DES
 FIGURE 23-150-1
 3) SP5
 SLACK SPAN
 FIGURE 23-153-1
 SAG=1'-8"
 FUTURE 3 PH RISER
 D=13'
 N.DES
 11K-FG-21'-RS

LOC. 4
 INSTALL
 50-2
 S8FGDE W/DES
 FIGURE 23-150-1
 BUCKARM P=4'
 S8FGDE W/DES
 24" FG STR INS
 D=6'
 N.DES
 2111K-FG-21'-RS

LOC. 5
 INSTALL
 50-2
 S8S W/SCP
 PTP/INS
 FIGURE 23-140-1
 DETAIL A
 D=8'
 NB
 11K-FG-15'-RS

LOC. 6
 INSTALL
 50-2
 S8S W/SP5
 PTP/INS
 FIGURE 23-140-1
 DETAIL A
 D=8'
 NB

LOC. 7
 INSTALL
 50-2
 S8FGDE W/DES
 FIGURE 23-150-1
 3) SP5
 SLACK SPAN
 FIGURE 23-153-1
 SAG=3'-7"
 D=8'
 N.DE
 11K-FG-21'-RS

LOC. 8
 REMOVE
 S8S W/SP5
 D8S W/DES
 2) 3/OTX DES
 TRANSFER
 TRANSFORMER & CO/LA
 FIGURE 26-101-1
 @ 32' M.H.
 ADD FG CO BRKT
 D=10'

GENERAL CONSTRUCTION NOTES
 - SPANS FROM LOC.2 TO LOC.9
 AND LOC.9 TO LOC.14 WILL BE
 REMOVED WHEN PERM.SERVICE IS
 INSTALLED

- POLES AT LOCATIONS 8,9,10 & 11 TO BE
 PULLED ON FUTURE NOTIFICATION 1066137837
 NJUNS #5478658 AFTER COMMS HAVE TRANSFERRED

METER ORDER NUMBER	METER NUMBER	READ	METER LOCATION
2125 WRENWOOD ST SW - RLO			

JOB PURPOSE:	REL TO EXISTING	FROM NEW CUSTOMER ADDITION
REPLACE	ON EXISTING	

ORDER NUMBER	DESIGN NUMBER	ORDER NUMBER	DESIGN NUMBER
06121031	11485431		

UPSTREAM SECTIONALIZING DEVICE:	CONSUMERS ENERGY CONTACTS
LCP 565 125A	DEPARTMENT
SAG=1'-1"	NAME
2) 3/OTX DE (OPEN)	NUMBER
	CHARGE NUMBER
	DATE
	DESIGNER
	DESIGNER

WD NO.	DLT NO.	# OF OHMS	CE STAKING REQ'D	FORESTRY REQ'D
0121031	04	0	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

STATION	WD NO.	DLT NO.
BURL INCOME	0121	04

CM NO. 1.00007168326

CONSUMERS ENERGY
 A CME Energy Company
 ELECTRIC

SHEET C | SHEET 1 OF 1 | SCALE 1"=90'

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF SPECIAL ASSESSING THE COSTS OF MEDIAN MAINTENANCE FOR PROPERTY OWNERS LOCATED IN THE KENT INDUSTRIAL CENTER PLATS AND ESTABLISH ASSESSMENT DISTRICT #23-816 TO DEFRAID MAINTENANCE COSTS

WHEREAS:

1. Beginning in 1966, Kent County began development of the Kent Industrial Center Plats on property that, since 1919, had served as the Kent County Airport.
2. Those plats were developed using former airport runways as streets and developing medians within those streets by covering portions of the former runways with topsoil in which an underground irrigation system was installed and in which holes were cut in which trees were planted.
3. In 1969, Kent County incorporated the Kent Industrial Association of Property Owners (the **Association**); the members of which were owners of the parcels within the Kent Industrial Center Plat and the Kent Industrial Center Plat No. 2 (the **Plats**).
4. Kent County continued to own the street medians, but the Association was obligated to maintain them and to collect from the owners of property within the Plats the costs of the median maintenance with each property owner paying an apportioned cost based on a formula provided in the Association's articles of incorporation.
5. Those articles of incorporation also provided for a governmental unit to specially assess the apportioned maintenance costs to the owners of parcels in the Plats as an alternative to the Association's billing and collection of the apportioned maintenance costs.
6. The Association requested that the city specially assess the apportioned maintenance costs as provided in the Association's articles of incorporation.
7. In order to facilitate that special assessment and to provide for continued median maintenance Kent County conveyed the medians to the city and provided \$10,000 toward their future maintenance costs.
8. The City Council approved resolution number 27480 on October 3, 2022, accepting Kent County's conveyance of the medians in the Plats to the city and approving their reconveyance to the Association along with remitting to the Association the \$10,000 payment from Kent County.
9. Based on information provided by the Association, the City Manager caused to prepare plans and cost estimates for the continued maintenance of the medians for the next 5-years including estimated costs for replacement of irrigation system components and landscaping components estimated to be \$102,082.00, plus, in 2023 only, the costs for sending and publishing the special assessment public hearing notices.
10. The City Manager recommends that the City Council establish "Special Assessment District #23-816" comprised of the parcels within the Plats as listed on the attached Exhibit A and assess all of the costs of maintaining the medians to the owners of parcels in the Plats in accordance with the following formula established by the Association's articles of incorporation:
 - For each parcel fronting on Roger B. Chaffee Drive to a depth from the front lot line of 400 feet – 3 units per acre.
 - For other property in the Plats – 1 unit per acre.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans, cost estimate and city manager's recommendation for the special assessment for proposed Special Assessment District No. #23-816 shall remain filed in the City Clerk's office and shall be available for public inspection.

2. That all costs of the annual median maintenance incurred by the Association shall be specifically assessed against the parcels in the Plat as listed on the attached Exhibit A which shall comprise proposed Special Assessment District No. #23-816.
3. The City Council will hold a public hearing during its regular meeting on Monday, May 1, 2023 at 7:02 p.m. to hear from all persons affected by or interested in that proposed special assessment district.
4. The City Clerk is directed to provide notice of time and place of the hearing in a form approved by the City Clerk and city attorney:
 - a. Published once in the Grand Rapids Press, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each property owner subject to the assessment, as shown on the general tax rolls of the City, at least 10 days before the time of the hearing.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this Resolution was adopted by the Wyoming, Michigan City Council at a regular meeting held on April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Exhibit A – List of Parcels in Proposed Special Assessment District

Exhibit B – Map of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing

MEMORANDUM

To: Hon. Mayor and City Council Members
From: Jennifer Stowell, City Manager's Office
Scott Smith, City Attorney
Date: April 4, 2023
Subject: Kent Industrial Center Special Assessments
Meeting April 17, 2023

What is now Roger B. Chaffee Memorial Drive was once the main runway for Kent County's airport that operated from 1919 until the mid-1960's. Beginning in 1966, Kent County platted that property as an as two Kent Industrial Center Plats. Soil was placed over parts of the runway to form the medians in Roger B. Chaffee Memorial Drive. At some points, holes were excavated and/or drilled in the runway under those islands for planting trees. An irrigation system was installed, and grass and other vegetation was planted. Until recently, the county retained ownership of the medians, entry signage and some buffer strips.

A recorded amendment to the covenants and restrictions covering Kent Industrial Center and Kent Industrial Center No. 2 requires payments by owners of property within the plats to pay costs determined by the Kent Industrial Center Association of Property Owners (the "Association") board of directors "to be necessary for the maintenance of landscaped buffer strips, medians, and entrances" allocated by a formula based on the number of units assigned each parcel as follows:

- | | |
|---------------------------------------------------------------------|------------------|
| For each parcel in a median | 5 units per acre |
| For each parcel fronting on Roger B. Chaffee to a depth of 400 feet | 3 units per acre |
| Any other property in the plat | 1 unit per acre |
| Parcel size to be figured to the nearest 1/10 acre | |

A 1977 amendment to its articles of incorporation states that the Association is a nonprofit corporation formed in 1969 for the following corporate purposes:

This organization is formed exclusively for non-profit purposes as those terms are used in Section 501(c)(4) of the Internal Revenue Code of 1954, as amended, (or the corresponding provisions of any future United States Internal Revenue Law). Consistent with the foregoing, the purposes are as follows:

(1) To provide for the maintenance of buffer strips, medians, entrances, and identification structures in the Kent Industrial Center (the term "Kent Industrial Center" as used herein shall include property platted as Kent Industrial Center and Kent Industrial Center No. 2), whether or not such areas are located within the boundaries of a dedicated street or not.

(2) To take title to such landscaped buffer strips, medians, and entrances and such other real estate as shall be appropriate to the purposes of this corporation.

(3) To secure compliance with the protective covenants of record affecting Kent Industrial Center.

(4) To establish, maintain, and operate an information office in Kent Industrial Center; provided, however, no such office shall be established unless prior written approval is obtained from the County of Kent.

The articles of incorporation also provide for member votes and for the powers of its board of directors as follows:

community • safety • stewardship

CITY COUNCIL

ARTICLE IX.

Membership

Membership in this corporation is limited to owners or lessees of real property within the Kent Industrial Center, whether such owner be an individual, a partnership, or a corporation, as further defined and described in the by-laws. Each member is entitled to be represented at any membership meeting by any person designated by the owner for that purpose. Voting power at corporation meetings shall be based upon the acreage owned by each owner within the Kent Industrial Center, one vote per acre or part thereof. Each owner shall have at least one vote, no matter how small his parcel of land. The membership shall have at least one meeting per year and such additional meeting or meetings as shall be called by the Board of Directors. The time and place of such membership meeting shall be set by the by-laws.

ARTICLE X.

Board of Directors

The management and control of this corporation shall rest in a Board of Directors to be selected by the membership. The Board of Directors shall consist of not less than three nor more than seven members. The terms of office of directors, number and selection of officers, and time and place of meetings shall be determined by the By-laws of the corporation. All the powers of the corporation shall be exercisable by the Board of Directors and no action other than election of directors shall require a vote of the membership, except where action by the membership is required by law. The Board of Directors shall have the power to adopt and amend By-laws; provided, that the Board of Directors shall not make nor alter any by-laws fixing their qualifications, classifications, or term of office.

All property owners have a vote at an annual meeting. The numbers of votes they have is based on the acreage they own. The elected board of directors is empowered to make decisions for the association. As in the plat documents, the allocation of costs, billing and collection is provided for in the Association's articles of incorporation as follows:

(1) Any expense determined by the Board of Directors of this corporation to be necessary for the maintenance of landscaped buffer strips, medians, and entrances shall be paid by the members on the basis of the property which they own in Kent Industrial Center in the following proportion:

For each parcel in a median	-----	5 units per acre
For each parcel fronting on Roger B. Chaffee Blvd. to a depth from the front lot line of 400 feet	-----	3 units per acre
Any other property in the plat	-----	1 unit per acre

The Board of Directors of said Corporation shall determine the total number of units and shall divide the total expense by the number of units, and it shall notify each member of the dollar amount of his obligation and the date by which it must be paid. If any member fails to make the payment at the time required, the corporation may bring suit to collect said amount or may ask that the appropriate municipality shall levy a special assessment to thereafter maintain the landscaped areas, and the Association is hereby granted the irrevocable authority to sign on behalf of all members and to vote on behalf of all members in favor of such special assessment, and to do any other acts on behalf of all members which may be necessary or useful in establishing such special assessment district. This allocation of expense shall be done for the expense for maintenance for the calendar year 1969 and all years thereafter.

As often occurs in such organizations, very few persons have carried the organizational load. Dan DeRyke of Bouma Corporation initially got involved decades ago at the direction of his boss and has continued to provide the annual billing and collection. He reports that despite having 125 parcels (a number

MEMORANDUM

Kent Industrial Center Special Assessments

April 17, 2023

Page 3 of 4

that varies with lot splits and combinations), at some annual meetings there are only about 7 persons attending. In addition, the billing and collection is time consuming and vexatious. Some property owners are shocked they have this payment obligation even though it is clearly provided for in the plat documents. Some property owners are large corporations that can't seem to get the annual billing to the right department and right person to make payment. Owners of some property that has no Roger B. Chaffee Memorial Drive frontage argue they should not be assessed even though this obligation is clearly providing in the plat documents. This means a number of the annual bills remain unpaid.

Operation of the irrigation system is also time consuming and increasingly difficult. There are 14 well pits with valves that have to be manually turned on and turned off. Parts are no longer made for the system so, from time-to-time, parts are specially fabricated. Therefore, the sprinkling system will soon need replacement. Median trees matured and blew down or were removed due to their decay. While some property owners are individually willing to contribute to replacements, it is difficult to discern exactly where the holes in the pavement are so trees will grow.

Consequently, as contemplated in the plats and the Association's articles of incorporation and bylaws, Association leaders asked the city to specially assess the maintenance costs. However, because the county owned the medians, city staff was reluctant to undertake the special assessments. The city cannot legally assess the county without the county's consent and it seemed possible the board of commissioners may consent to one year's assessment but not to an assessment in a subsequent year.

Therefore, with City Council consent, in 2022, the county conveyed the medians to the city along with \$10,000 and the city reconveyed both the medians and the funds to the Association. City staff along collaborated with Association leaders to initiate the special assessment process. Because the Association now owns the medians, the median owner's share of the costs will be spread among other property owners in accordance with the second two factors in the allocation formula.

City staff members attended a February Association meeting which was attended by dozens of property owners/representatives and at which the special assessments were discussed. Sentiment generally seemed to be understanding and accepting.

The initial special assessment resolution (setting a public hearing on creating the special assessment district) will be on the April 17, 2023, City Council agenda. It is intended the final resolution will be adopted at the May 15 meeting so the special assessment can be billed on the July summer tax bills. To minimize the costs of the assessments (notices of the two public hearings need to be mailed and published) and to minimize the burden on the Council, city staff, and Association members, it is proposed that the assessments be for a 5-year period based on cost projections and some added amounts to be accumulated to fund irrigation system replacement. The city assessor's office prepared a map of the proposed special assessment district showing the parcels affected by the 400-foot depth factor is attached on the following page.

The assessor's office prepared the following tabular summaries of the special assessments:

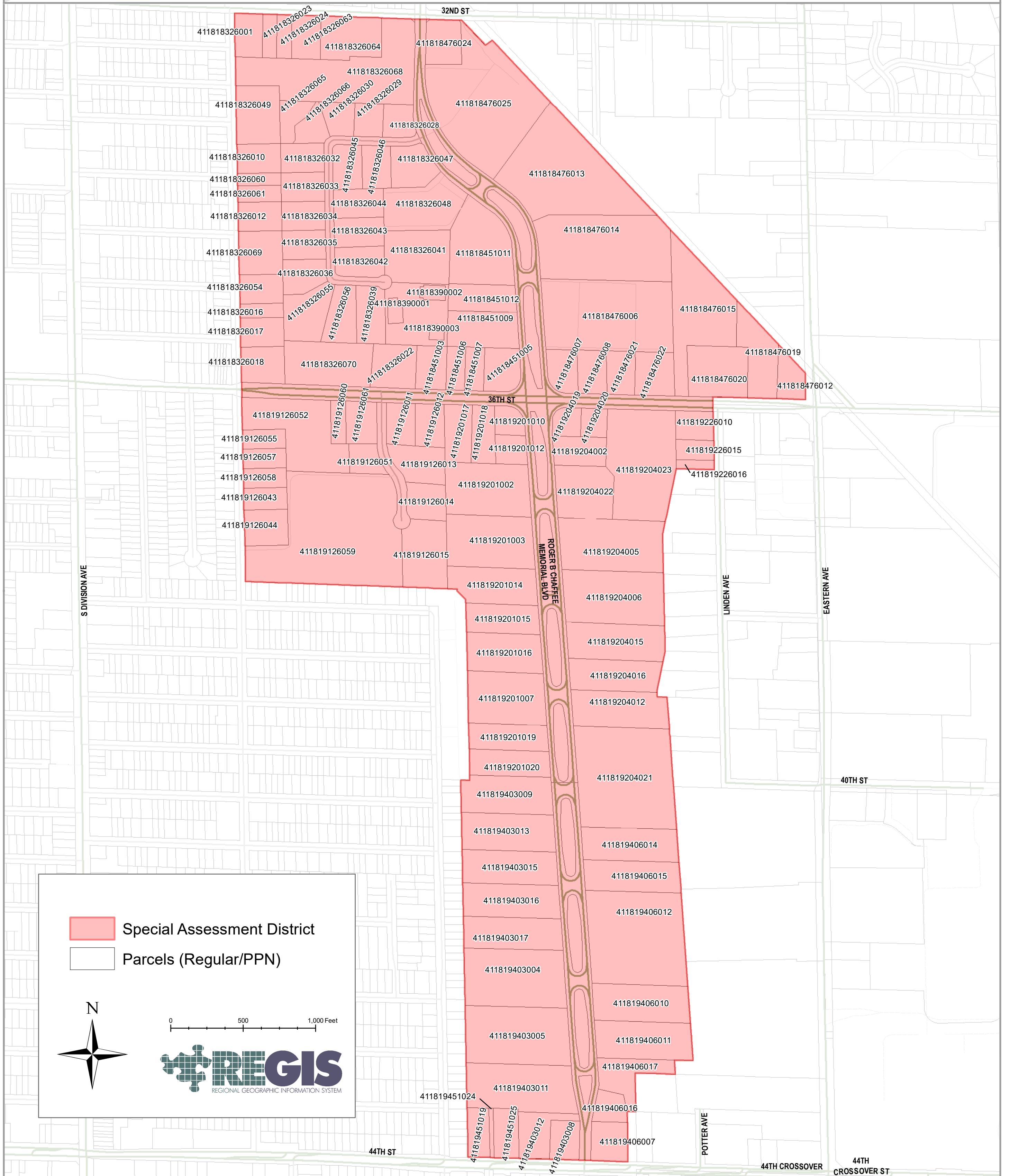
Special Assessment Roll Year	2023	2024	2025	2026	2027
Annual Landscape & Sprinkler Services	\$ 86,082	\$ 86,082	\$ 86,082	\$ 86,082	\$ 86,082
Sprinkling System Upgrade	<u>\$ 16,000</u>	<u>\$ 16,000</u>	<u>\$ 16,000</u>	<u>\$ 16,000</u>	<u>\$ 16,000</u>
Total	\$102,082	\$102,082	\$102,082	\$102,082	\$102,082
Special Assessment Roll Statistics					
Number of Parcels in the Special Assessment District	125				
Average Assessment	\$816.66				
Lowest Assessment	\$37.95				
Highest Assessment	\$4,547.40				

The 2023 assessed amount will be a bit higher to cover mailing and publication costs for the public hearing notices.

41-18-18-326-001	41-18-18-451-011	41-18-19-204-016
41-18-18-326-010	41-18-18-451-012	41-18-19-204-019
41-18-18-326-012	41-18-18-476-006	41-18-19-204-020
41-18-18-326-016	41-18-18-476-007	41-18-19-204-021
41-18-18-326-017	41-18-18-476-008	41-18-19-204-022
41-18-18-326-018	41-18-18-476-012	41-18-19-204-023
41-18-18-326-022	41-18-18-476-013	41-18-19-226-010
41-18-18-326-023	41-18-18-476-014	41-18-19-226-015
41-18-18-326-024	41-18-18-476-015	41-18-19-226-016
41-18-18-326-028	41-18-18-476-019	41-18-19-403-004
41-18-18-326-029	41-18-18-476-020	41-18-19-403-005
41-18-18-326-030	41-18-18-476-021	41-18-19-403-008
41-18-18-326-032	41-18-18-476-022	41-18-19-403-009
41-18-18-326-033	41-18-18-476-024	41-18-19-403-011
41-18-18-326-034	41-18-18-476-025	41-18-19-403-012
41-18-18-326-035	41-18-19-126-011	41-18-19-403-013
41-18-18-326-036	41-18-19-126-012	41-18-19-403-015
41-18-18-326-039	41-18-19-126-013	41-18-19-403-016
41-18-18-326-041	41-18-19-126-014	41-18-19-403-017
41-18-18-326-042	41-18-19-126-015	41-18-19-406-007
41-18-18-326-043	41-18-19-126-043	41-18-19-406-010
41-18-18-326-044	41-18-19-126-044	41-18-19-406-011
41-18-18-326-045	41-18-19-126-051	41-18-19-406-012
41-18-18-326-046	41-18-19-126-052	41-18-19-406-014
41-18-18-326-047	41-18-19-126-055	41-18-19-406-015
41-18-18-326-048	41-18-19-126-057	41-18-19-406-016
41-18-18-326-049	41-18-19-126-058	41-18-19-406-017
41-18-18-326-054	41-18-19-126-059	41-18-19-451-019
41-18-18-326-055	41-18-19-126-060	41-18-19-451-024
41-18-18-326-056	41-18-19-126-061	41-18-19-451-025
41-18-18-326-060	41-18-19-201-002	
41-18-18-326-061	41-18-19-201-003	
41-18-18-326-063	41-18-19-201-007	
41-18-18-326-064	41-18-19-201-010	
41-18-18-326-065	41-18-19-201-012	
41-18-18-326-066	41-18-19-201-014	
41-18-18-326-068	41-18-19-201-015	
41-18-18-326-069	41-18-19-201-016	
41-18-18-326-070	41-18-19-201-017	
41-18-18-390-001	41-18-19-201-018	
41-18-18-390-002	41-18-19-201-019	
41-18-18-390-003	41-18-19-201-020	
41-18-18-451-003	41-18-19-204-002	
41-18-18-451-005	41-18-19-204-005	
41-18-18-451-006	41-18-19-204-006	
41-18-18-451-007	41-18-19-204-012	
41-18-18-451-009	41-18-19-204-015	



City of Wyoming Kent Industrial Center Special Assessment District



April 18, 2023

Re: Notice of Public Hearing Regarding Proposed Special Assessment District for Specially Assessing Annual Maintenance Cost for Roger B. Chaffee Drive Medians in Kent Industrial Center Plats.

Dear Owner/Property Taxpayer of Kent Industrial Center Plat Property:

The Wyoming City Council will hold a public hearing to consider whether to proceed with a special assessment for Roger B. Chaffee Drive median maintenance to parcel owners located within the Kent Industrial Center Plats. Your property is within one of those Plats and therefore is within the proposed Special Assessment District No. 23-816. In accordance with the articles of incorporation for the Kent Industrial Center Association of Property Owners (the **Association**), the city is proposing to specially assess the annual maintenance costs that have previously been billed and collected by the Association. If the City Council approves, the estimated cost of the project will be based on two factors identified in the Association's articles of incorporation: (i) 3 units per acre for property fronting on Roger B. Chaffee to a depth of 400 feet and (ii) 1 unit per acre for the other property in those Plats. This amount would be added on the 2023 summer property tax bill.

A map showing the parcels within the proposed Special Assessment District No. 23-816 is attached, along with a list of the addresses and tax parcel numbers for the included parcels.

The proposed special assessment is for 5 years and the amount to be assessed based on historical maintenance costs with the intention of setting aside amounts to provide for irrigation system replacement and for work to replace landscaping components would be \$102,582.00 in fiscal year 2023-24 and \$102,082.00 per year in the succeeding 4 fiscal years. The City Manager's report and recommendation is available for inspection in the office of the City Clerk during normal city business hours.

At its meeting on **Monday, May 1, 2023, at 7:02 p.m.**, the City Council will hold a public hearing in the City Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan, to take public comments from interested persons affected by the proposed special assessment. Those wishing to comment on this proposed special assessment may send written comments by email to clerk_info@wyomingmi.gov or to the City Clerk at the City Hall by first class mail. All written comments received by 5:00 on the day of the hearing will be part of the hearing record. Comments may also be made in person to the City Council during the public hearing.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

community • safety • stewardship

CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FROM WEST SHORE SERVICES FOR
INSPECTION AND ANNUAL PREVENTATIVE MAINTENANCE OF WARNING SIRENS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a four year agreement from West Shore Services, Inc. for inspection and annual preventative maintenance of eleven warning sirens in the amount of \$4,675 per year.
2. Funds are budgeted in account number 101-337-42600-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an agreement from West Shore Services, Inc. for inspection and annual preventative maintenance of eleven warning sirens in the amount of \$4,675.00 per year.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Agreement

STAFF REPORT

Date: March 23, 2023
Subject: West Shore Services Annual PM Agreement
From: Kip Snyder, Deputy Director of Public Safety
Meeting Date: April 17, 2023

RECOMMENDATION:

It is recommended the City Council accept West Shore Services, Inc. agreement for inspection and annual preventative maintenance on eleven warning sirens, including automatic four-year battery replacement in the amount of \$4,675 per year.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming has strategically placed early warning sirens throughout the city. These sirens are utilized to warn residents and visitors of impending danger from storms. This is a vital component of maintaining community safety in partnership with the Kent County Dispatch Authority along with the Kent County Emergency Manager. Continuing to utilize a preventative maintenance agreement will limit further cost incursions and help maintain the safety net the current system provides.

DISCUSSION:

The City of Wyoming currently has an agreement with West Shore Services for annual preventative maintenance on the eleven warning sirens installed throughout the city as they are the sole provider in this region for service. This agreement does not include the cost for parts and labor related to batteries, which must be replaced every 4 years, and has resulted in accounts being underfunded when replacements are due. West Shore Services has provided a new agreement which includes the battery replacement costs spread out over 4 years, at no additional cost to the City.

BUDGET IMPACT:

Sufficient funding is available in the civil defense-repairs and maintenance account #101-337-42600-930.000.

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: West Shore Services, Inc.
(Name of contracting entity)
A Michigan based Corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
6600 Lake Michigan Drive
(Contractor's street address)
Allendale, MI 49401
(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: 3.22.2023

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

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

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Company

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

Luke Miller - Director of Operations
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 3.22, 2023

CITY OF
Wyoming
MICHIGAN

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City Insurance will be secondary and/or excess.

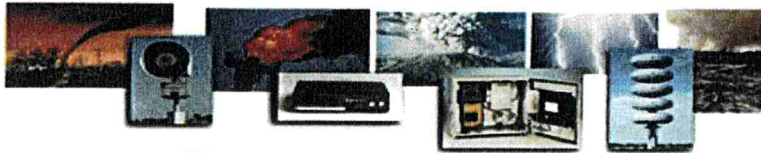
Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

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

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

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

EXHIBIT B



West Shore Services, Inc. Warning Systems Division

6620 Lake Michigan Drive • P.O. Box 188 • Allendale, MI • 49401
800.632.6184 • 616.895.4347 • Fax: 616.895.7158 • WWW.WESTSHORESERVICES.COM
24/7 Emergency Service Number: 616.242.6745

Agreement for Inspection and Annual Preventative Maintenance Covering Federal Outdoor Warning Equipment Including Automatic Four-Year Battery Replacement

Annual Inspections: 2023 - 2027

The following is an Annual Preventative Maintenance Agreement between West Shore Services, Inc. (WSS) and the **City of Wyoming Fire Dept.** (customer). The agreement covers annual inspection and preventative maintenance only for the siren(s) and associated controls listed on *Attachment A*.

New sirens added to the customer's system will automatically be added to *Attachment A* the year following the installation, unless the customer notifies WSS otherwise.

This agreement will renew annually unless either party gives notification of intent to amend or discontinue at least 30 days prior to the annual renewal date. The following work is included under this agreement:

1. Annual inspection and testing of each remote siren site including the following:

Visual Inspection of:

- Grounding system(s) and junctions
- AC Service, Disconnect, Fuses and Breakers or Solar Array (if so equipped)
- Utility Pole (Condition and Level)
- Conduits and weather seals
- Electrical connections and junctions
- AC Surge Protection-if Unit is Powered from AC Grid
- Cabinets, Housings and Coated Surfaces

Inspect and Service: (not necessary for Electronic Units)

- Grease and Transmission Fluid Levels
- Belts, Gears and Clutch Tension
- Motors and Collector Bushings
- High Current Relay(s)/Contactor(s)
- Solar Panels-Clean and Inspect

Test and Adjust:

- RF Controller and Radio Communications Integrity – (If so equipped)
- Antenna System
- Current Sensors – (If so equipped)
- Rotation Transmission Inspection/Testing (not necessary for non-rotating Electronic Units)

Inspect and Test on DC systems: – (If so equipped)

- Transformer Rectifier (not necessary for Electronic Units)
- DC Chargers, Regulator settings and Limiting Circuit(s)
- Batteries

Revised 12/3/2014

2. All labor, material, equipment used and travel expenses required to complete the annual inspection and preventative maintenance work.
3. Any needed repairs that are discovered during the inspection and preventative maintenance process that take less than fifteen (15) minutes and require less than ten dollars (\$10.00) worth of parts, will be completed at the time we are on site at no additional charge. Repairs that exceed these parameters are not covered under this agreement and an estimate to complete any additional repairs will be submitted for customer approval prior to completing the work.
4. A completed copy of each site inspection report will be forwarded for customer's records.
5. Recommendations for any additional repairs or upgrades including a cost estimate to complete the work.
6. Battery Replacement: This agreement includes battery replacement every four years for AC/DC systems during annual preventative maintenance process. For existing systems, the cost for batteries, miscellaneous material and labor will be pro-rated by the numbers of years left before the next scheduled battery replacement.

Four Year Agreement Period: 2023 - 2027

The siren system has the following equipment type and number of sites:

The number of 2001 sirens: (10) at **\$425.00 per site** annually (with battery replacement) is **\$4,250.00**

Federal Eclipse Outdoor Warning Siren: (1) at **\$425.00 per site** annually (with battery replacement) is **\$425.00**

Annual Cost for this agreement is \$ 4675.00

Payment

Payment for work completed under this agreement is due 30 days from the time you have received an invoice showing that the annual inspection and preventative maintenance work has been completed. Customer copies of the site inspection reports will be forwarded with the invoice.

For: **West Shore Services, Inc.**

For: **City of Wyoming Fire Department**


Printed Name

Printed Name

Libby Mackey – Service Coordinator



Signature:

Signature: 

Libby Mackey

Signed: 03/22/23

Signed:

Revised 12/3/2014

Appendix A – Siren Site List
For Inspection and Annual Preventative Maintenance Agreement

Municipality: City of Wyoming F.D.

INSPECTION PERIOD: 2023-2027

RTU#	STREET ADDRESS	GPS	TYPE	MODEL	POLE
001	1532 BURTON STREET EAST OF BURLINGAME	N42.927908 W85.704049	FEDERAL	2001	POLE
002	2415 30 TH STREET NW CORNER AND BYRON CENTER AVE	N42.910350 W85.725154	FEDERAL	2001	POLE
003	214 32 ND STREET SE EAST OF JEFFERSON	N42.905621 W85.660700	FEDERAL	2001	POLE
004	1250 36 TH STREET FIRE STATION #4	N42.898559 W85.696079	FEDERAL	2001	POLE
005	4366 BYRON CENTER AVE N OF 44 TH IN FRONT OF AT&T	N42.885486 W85.724075	FEDERAL	2001	POLE
006	WILKSHIRE OFF DIVISION- S OF 44 TH FIRE STATION #2	N42.882074 W85.761042	FEDERAL	2001	POLE
007	5500 WILSON AVE SERVICE RD TO WATER TOWER	N42.865240 W85.761042	FEDERAL	2001	POLE
008	2326 56 TH STREET FIRE STATION #3	N42.861944 W85.721798	FEDERAL	2001	POLE
009	975 52 ND ST. SW- NE CORNER KAUFMAN GREENS LANE	N42.869846 W85.688120	FEDERAL	2001	POLE
010	5880 AVERILL AVE SOUTH OF 56 TH ST IDEAL PARK	N42.857387 W85.670991	FEDERAL	2001	POLE
011	815 26 TH ST and Clyde Park next to Church of the Nazarene	N42.97196 W85.686132	FEDERAL	Eclipse	POLE

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF A FIRE ENGINE AND ASSOCIATED EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a fire engine from Halt Fire, Inc. (Pierce Manufacturing) from their stock program, using the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$800,000.
2. It is further recommended City Council authorize the purchase of associated equipment from various vendors in the total estimated amount of \$35,000.
3. A budget amendment is required for this purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of a fire engine from Halt Fire, Inc. (Pierce Manufacturing) from their stock program in an amount not to exceed \$800,000.
2. The City Council authorizes the purchase of associated equipment in the total estimated amount of \$35,000.
3. The City Council approves the attached budget amendment.
4. The City Council authorizes the Mayor and City Clerk to sign an agreement in a form acceptable to the City Attorney and Public Safety Director.
5. The City Council does hereby waive the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Agreement

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

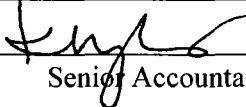
Date: April 17, 2023

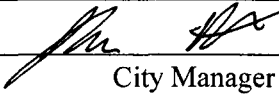
Budget Amendment No. 064

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$835,000 of budgetary authority to provide the necessary funds for the purchase of a fire engine and associated equipment.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool - Depreciation & Reserve Fund</u>				
Public Works - Capital Outlay Depr & Resr - Capital Outlay Vehicles				
662-441-58500-985.000	\$ 1,911,305.00	\$ 835,000.00		\$ 2,746,305.00
Fund Balance/Working Capital (Fund 662)		<u>\$ -</u>	<u>\$ 835,000.00</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: April 12, 2023
Subject: Fire Engine and Associated Equipment
From: Deputy Public Safety Chief – Kip Snyder
Meeting Date: April 17, 2023

RECOMMENDATION:

It is recommended City Council approve the designation of up to \$800,000 for the purchase of a fire engine from the Halt Fire, Inc. (Pierce Manufacturing) stock program. Included in this designation would be the cost of a new fire engine and \$35,000 in associated equipment from various vendors to outfit the engine for service.

COMMUNITY, SAFETY, STEWARDSHIP:

A Pierce engine is preferred and recommended at this time for the following reasons:

- Halt currently has a Saber Custom Chassis Pumper on their stock program list that meets our current needs and that will be available by August 2023. Halt is unable to hold this engine for us but if these funds are approved and the engine is still available, the City will move immediately toward securing the purchase. It is currently priced at \$714,855 on the Sourcewell purchasing cooperative. If it is unavailable, these designated funds will allow the City the flexibility to act quickly when another suitable engine becomes available on the Pierce stock program list.
- Turnaround time for this specific engine from purchase order to delivery is 4 months compared to 38-41 months for a fully custom order.
- The earlier delivery option that is offered through the Pierce stock program will allow significant savings in wear and tear and may extend the life of our already overstretched fire fleet.
- Pierce products have a history of dependability in terms of customer service and parts availability with our City Motor Pool.
- One of our current motor pool mechanics attended training in Wisconsin for one week a month for four months to become a certified Pierce technician.
- Purchase of an engine from the Pierce stock program list will allow for limited custom changes.
- Purchasing an engine now avoids a significant cost increase (approximately \$100k) from anticipated new EPA emission requirements for new fire apparatus.
- Sixty-three percent of our current fleet are manufactured by Pierce.
- Standardization and consistency in equipment/apparatus contributes to firefighter safety and more efficient service delivery to our community.

- The purchase of this engine will contribute toward the assurance that our fire response vehicles continue to be readily available to provide medical, fire, and rescue services throughout the Wyoming community and provide much needed redundancy and depth in the Fire's response capabilities.
- Sourcewell is a national purchasing cooperative with thousands of participating entities including public government, higher education, K-12 education, nonprofit, tribal government, and other public agencies across the United States and Canada. The City of Wyoming is a Sourcewell member. Wyoming Public Works makes approximately 50% of its large equipment/higher cost purchases from this source. Pierce Manufacturing is a highly rated fire equipment vender for Sourcewell (#1) and would allow for an accelerated purchase of this engine.

DISCUSSION:

The Fire Services Bureau is faced with a situation that warrants us to move immediately toward starting the process for the purchase of a replacement engine. Part of the immediacy is that even if an engine has started the construction process, it is still at least 4 months away from delivery. Also, our current front-line engine (Engine 1) was recently struck on an accident scene and the future of this engine is unknown. Best case scenario is that the engine can be repaired but we would still be looking at getting the engine back in service in mid to late Fall. The current fleet situation will also undoubtedly be exacerbated by continued and escalated use of other aging apparatus.

If approved, the new engine is expected to be a replacement engine for the existing Engine 5. Engine 5 no longer has the capacity to function as a front-line engine due to space concerns. There is a current interested buyer for this apparatus and the plan would be to sell it. The new engine would be utilized as the front-line apparatus for the 36th Street Station. Engine 1 (current front-line engine for the 36th Street Station) would then be rotated to replace Engine 5 as the front-line engine for the DTE personnel at the Burton Street Station. Note: This scenario may change depending on the disposition on repairs for Engine 1.

Even if Engine 1 (the current front-line engine) is repaired, the reality remains that it has 82,000 miles and 6,800 hours with an equivalency of an engine with 408,000 miles. This engine also has 19 years left on its amortization but is already experiencing maintenance issues due to the increased use/demand.

For a new engine to be fully prepared for service, the purchase of associated equipment is required and is estimated to cost up to \$35,000. This equipment will be purchased from various vendors/sources and quotes will be provided as required. Some of these items include state mandated EMS equipment, water rescue suits, various tools, chain saw, ladders, nozzles, etc.

BUDGET IMPACT:

Sufficient funds exist in the Motor Pool Capital Outlay account number 662-441-58500-985.000 pending approval of a budget amendment.

Attachments:
Agreement
Budget Amendment

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Halt Fire, Inc. ("Company"), and City of Wyoming – Public Work Motor Pool, a City in the State of Michigan ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$712,855.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 4-5 months after the receipt and acceptance of the order by Pierce Manufacturing, F.O.B. Bradenton, Florida. Risk of loss shall pass to Customer upon Delivery. The delivery time frame quoted is from the order receipt and acceptance by Pierce Manufacturing until the final inspection trip at the Pierce Manufacturing facility. Delays in delivery due to additional changes requested by the customer at the final inspection trip will not be held against the initial quoted delivery time frame. In addition, the delivery schedule of the completed unit(s) will not be counted against the delivery time frame as to try to reduce the risk of potential vehicle damage

while in transit. (b) Inspection and Acceptance. After Delivery to the customer location, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty (30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company	Customer
<u>Halt Fire, Inc.</u>	<u>City of Wyoming – Public Work Motor Pool</u>
<u>50168 West Pontiac Trail Unit 5</u>	<u>2660 Burlingame Ave. SW</u>
<u>Wixom, Michigan 48393</u>	<u>Wyoming, MI 49509</u>

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company’s authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company’s own negligence, or otherwise.

11. Force Majeure. The Bidder shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Bidder’s control which makes the Bidder’s performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities, or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing, and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work

- a. Commercial Chassis Price Volatility. Company shall not be responsible for any commercial chassis price increases enacted by a commercial chassis supplier after the execution of this contract. Any commercial chassis price increases will be passed through to end user and will be documented on a Change Order.
- b. Component Price Volatility. Company shall not be responsible for any unforeseen price increase enacted by suppliers of major components of the Product (including but not limited to engine, transmission, front and rear axles, fire pump, discontinuation of product models, EPA emissions changes, etc.) after the execution of this Agreement. Any price increases for major components of the product will be passed through to the Customer and will be documented on a Change Order.

c.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Michigan.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company’s authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY

CUSTOMER: City of Wyoming – Public Work Motor Pool

Name: _____

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM
Company

Date: April 11, 2023

Customer Name: City of Wyoming - Public Work Motor Pool

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Saber custom chassis	Side mount pumper	\$712,855.00
(1)	Sourcewell Fer		\$ 2000.00
			\$
			\$
			\$

Stock unit #39381

Warranty Period: One (1) year bumper to bumper. See warranty files for complete terms and coverage.

Training Requirements: Three (3) new chassis training sessions will be provided

Other Matters: None.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Net balance is due at time of final inspection trip, Bradenton Florida

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Michigan.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 11, 2023 BETWEEN COMPANY AND City of Wyoming – Public Work Motor Pool WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

SEE WARRANTY FILES FOR COMPLETE TERMS AND COVERAGE.

EXHIBIT C

COMPANY PROPOSAL

SEE SPECIFICATIONS FOR COMPLETE DETAILS OF THE PROPOSED VEHICLE.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM PHOENIX SAFETY OUTFITTERS
AND AUTHORIZE THE PURCHASE OF FIRE TURNOUT GEAR

WHEREAS:

1. It is recommended City Council accept a quote from Phoenix Safety Outfitters using the NPP.gov cooperative purchasing program for the purchase of fire turnout gear at a cost of \$3,846.50 per set.
2. Funds are budgeted in account numbers 101-337-33900-744.001, 101-337-33901-744.001 and 101-337-33902-744.001.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of fire turnout gear from Phoenix Safety Outfitters at a cost of \$3,846.50 per set.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

STAFF REPORT

Date: April 4, 2023
Subject: Fire Turnout Gear
From: Dennis Van Tassell, Deputy Fire Chief
CC: Kim Koster, Director of Police and Fire Services
Kip Snyder, Deputy Director of Public Safety

Meeting Date: April 17, 2023

RECOMMENDATION:

It is recommended City Council authorize the purchase of fire turnout gear from Phoenix Safety Outfitters using the NPP.gov contract at a cost of \$3,846.50 per set. NPP.gov is a national cooperative procurement organization that offers publicly solicited contracts to government entities nationwide at no cost or purchasing obligations, saving the City time and money.

COMMUNITY, SAFETY, STEWARDSHIP:

Phoenix Safety Outfitters provides Lion safety turnout gear equipment used for structural firefighting, vehicle accident scenes, and various emergency operations. This equipment is also necessary to maintain NFPA and MIOSHA Part 74 compliance.

DISCUSSION:

Turnout gear is typically bought as a pair after a person is sized properly. The purchase of turnout gear is necessary to allow the continual replacement of outdated turnout equipment and for the immediate purchase of new gear as personnel are hired into the fire department.

BUDGET IMPACT:

It is estimated the City will spend approximately \$41,000.00 for the purchase of turnout gear. Funding for the turnout gear is available in account numbers 101-337-33900-744.001, 101-337-33901-744.001 and 101-337-33902-744.001, with the appropriate account being charged at the time of purchase.



Quotation: 216013

(DO NOT PAY FROM THIS DOCUMENT)

REMITTANCE ADDRESS

PHOENIX Safety Outfitters
P.O. Box 20445
Upper Arlington, OH 43220

Physical Address:

PHOENIX Safety Outfitters
1619 Commerce Road
Springfield, Ohio 45504
(937) 324-2537

EIN:

41-2241348

Quotation Date: **31 Mar 2023**

Shipping Method:

Account Rep: **Matt Dumond**

Accounting Questions: **cgrogan@phoenixoutfitters.com**

Accounting Phone: **614-203-0247**

Sales Tax Registrations:

Ohio (91-050790)

Indiana (0158424336)

Michigan (41-2241348)

Bill to:

DENNIS VANTASSELL
CITY OF WYOMING FIRE DEPT
1250 36TH STREET SW
WYOMING MI 49509
UNITED STATES
Customer Phone: 616-530-7250
Customer Email: fd_info@wyomingmi.gov

Ship to:

DENNIS VANTASSELL
CITY OF WYOMING FIRE DEPT
1250 36TH STREET SW
WYOMING MI 49509
UNITED STATES
Customer Phone: 616-530-7250
Customer Email: fd_info@wyomingmi.gov

Item ID	Item name	Qty	Item \$	Extended \$
CUSTPO	Customer Purchase Order Number: VERBAL PER CHIEF VANTASSELL	1	\$0.00	\$0.00
	PRICING VALID THROUGH 3/1/24			
	FIRST YEAR OF REPAIRS INCLUDED AT NO CHARGE			
WYO(KENMI)-VFC	JANESVILLE V-FORCE COAT, BI-SWING PER CUSTOMER SPECIFICATION // PO8Q2034 <i>Verified: [1219] Valid Thru: [123119] Color: PER SPEC</i>	1	\$2217.00	\$2217.00
WYO(KENMI)-VFP	JANESVILLE V-FORCE PANT PER CUSTOMER SPECIFICATION // PO8Q2034 <i>Verified: [1219] Valid Thru: [123119] Color: PER SPEC</i>	1	\$1629.50	\$1629.50
NOTES:	Special NOTES: USING NPP.GOV CONTRACT <i>Verified: [0621]</i>	1	\$0.00	\$0.00
NCFRT	There shall be No Freight Charged on this Order // Date Shipped: <i>Verified: [0621]</i>	1	\$0.00	\$0.00

Subtotal \$3846.50

Not rated @ 0%	\$0.00
MI - Tax Exempt 2017 @ 0%	\$0.00
<hr/>	
Total	\$3846.50
<hr/>	
Paid to date	\$0.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM EATON CORPORATION
FOR THE PURCHASE AND INSTALLATION OF
UNINTERRUPTABLE POWER SUPPLY (UPS) BATTERIES

WHEREAS:

1. It is recommended City Council accept a proposal from Eaton Corporation for the purchase and installation of uninterruptable power supply (UPS) batteries for backup power equipment located in the south control room of the Water Treatment Plant in the total estimated amount of \$12,112.00.
2. Funds are budgeted in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Eaton Corporation for the purchase and installation of uninterruptable power supply (UPS) batteries in the total estimated amount of \$12,112.00.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council does hereby waive the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: March 29, 2023
Subject: UPS Battery Replacement
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: April 17, 2023

RECOMMENDATION:

It is recommended the City Council accept the proposal from Eaton to provide and install uninterruptable power supply (UPS) batteries for Eaton backup power equipment located in the south control room of the Water Treatment Plant in the amount of \$12,112.00.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Water Treatment Plant has two large UPS systems that provide backup power to plant SCADA and laboratory equipment including servers, network equipment, computers, and incubators. Due to the critical function of the UPS systems and the connected plant equipment, Eaton performs annual testing and maintenance to ensure proper function. During a recent annual inspection, it was noted the south treatment control room UPS batteries are 18 months past their typical life expectancy of 48 months. To be proactive and to guard against the failure of batteries that provide a significant plant function, it is imperative to replace the UPS batteries.

Eaton is the original equipment manufacturer and is contracted for annual testing, maintenance, and support. To ensure reliable power for critical Water Treatment Plant operation equipment, it is recommended the City Council accept the proposal from Eaton to provide and install UPS batteries for Eaton backup power equipment located in the south control room of the Water Treatment Plant in the amount of \$12,112.00.

BUDGET IMPACT:

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

1ST AMENDMENT TO EATON CORPORATION UPS MAINTENANCE CONTRACT

This 1st Amendment to Eaton Corporation UPS Maintenance Contract is made as of March 23, 2023 (“**1st Amendment**”), to amend the Eaton Corporation UPS Maintenance Contract dated July 1, 2022 (**the “Contract,” attached hereto as Exhibit 1**), between the City of Wyoming, a Michigan municipal corporation (“**City**”), and Eaton Corporation, an Ohio corporation (“**Contractor**”). City and Contractor are collectively referenced herein as the “**Parties.**”

BACKGROUND

The Parties entered into the Contract effective July 1, 2022. The Parties desire to amend the Contract on the terms and subject to the conditions set forth herein. In consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AMENDMENT

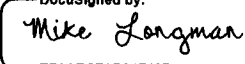
1. City will purchase and Contractor will provide the goods and services shown in Option 1 as stated in Contractor's proposal, Eaton UPS Service Cart: 417200 (**the “Proposal,” attached hereto as Exhibit 2**), effective as of March 23, 2023.
2. The terms and conditions set forth in the Contract dated July 1, 2022 govern the Parties regarding the goods and services set forth in the Proposal.
3. Except as expressly provided in this 1st Amendment, all other terms of the Contract will remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties.
4. This 1st Amendment will be deemed effective as of March 23, 2023. On and after March 23, 2023, each reference in the Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein," or words of like import, and each reference to the Contract in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Contract will mean and be a reference to the Contract as amended by this 1st Amendment.

The Parties have signed this 1st Amendment as of the date first written above.

City of Wyoming

Eaton Corporation

By: _____
Kent Vanderwood, Mayor

DocuSigned by:


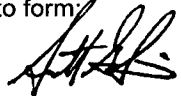
FFAAEFCFAR94E42B
Mike Longman

By: _____
Kelli A. VandenBerg, Clerk

Name: _____
Title: _____
President CPDI

Date signed: _____, 2023

March 29, 2023 | 9:20 PDT
Date signed: _____, 2023

Approved as to form:


Scott G. Smith, City Attorney

EXHIBIT 1

CITY OF
Wyoming
MICHIGAN

EATON CORPORATION UPS MAINTENANCE CONTRACT

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 Street SW, Wyoming, MI 49509-0905.

Contractor means Eaton Corporation, an Ohio corporation, whose United States address for products and services is 8609 Six Forks Rd, Raleigh, NC 27615 and for payments is 29085 Network Pl, Chicago, IL 60673, and whose registered Michigan address is c/o The Corporation Company, 40600 Ann Arbor Rd, Ste 201, Plymouth, MI 48170, and whose Michigan agent is RC Merchant & Co., Inc. a Michigan Corporation, of 23735 Research Dr, Farmington Hills, MI 48335.

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 July 1, 2022.

Goods means the parts, equipment, supplies, materials, or other items Contractor is providing City as stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Terms means the attached Exhibit A entitled "Contract Terms and Conditions."

TERMS AND CONDITIONS

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

1. The following definitions also apply to this Contract.

Battery means the electric storage portion of a UPS.

Covered Equipment means the equipment as listed on the Proposal.

CPM means the contracted period of maintenance or hours of service described in the Proposal.

Drop Ship Items means capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.

Emergency Service means services described in the Proposal provided on an as needed basis that is not scheduled in advance.

PCS means pre-contract survey inspection.

Power Module means the electronic portion of a UPS or other power quality device.

Scope of Work means the services, procedures, methods, exclusions, and coverage described in the Proposal.

Service means maintenance, repair, inspection, adjustment, and any other services described in the Proposal.

UPS means an uninterruptible power supply comprised of the Power Module and Batteries.

Contractor will supply the Goods and Services and items as detailed in the Proposal.

2. City will pay the Contractor in accordance with the invoices from Contractors as provided in the Proposal.

A. Contractor's price is exclusive of any applicable tax. While City is exempt from sales taxation, if the goods or Services are subject to sales tax the amount of that tax will be added to the invoice.

B. All payments are due net 30 days in full from the date of invoice, unless otherwise mutually agreed upon in writing. City shall be invoiced for, and shall pay for, all Service not expressly provided for by the Proposal, such as site calls involving no-fault found inspections where no corrective maintenance was required.

3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Terms. By signing this Contract, Contractor agrees that, though incorporated in the Proposal, none of the 3-page Terms and Conditions [Terms and Conditions (T-0), Rev. 1/16/19] apply to this Contract.

4. Contractor shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty by persons other than Contractor's personnel, act of God, pandemic and epidemic, act of City or any other governmental authority, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Contractor's reasonable control. If a delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

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

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

City of Wyoming


By: 
Curtis L. Holt, City Manager

Date signed: 8.2, 2022

Approved as to form:


Scott Smith, City Atty

Eaton Corporation

DocuSigned by:

Christopher J. Butler, President, CPD

Date signed: June 23, 2022 7:52 PDT

CITY OF
Wyoming
MICHIGAN

EXHIBIT A
CONTRACT TERMS AND CONDITIONS

1. **Applicability.** These Terms and Conditions apply to the Contract unless modified in writing signed by the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) lawful orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without cost to City, (i) obtain all licenses and permits required to lawfully perform services under the Contract, (ii) upon request, furnish City copies of the licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of 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 those offenses; and (iv) have within 3-years preceding this Contract had any public transaction terminated for cause or default.
 - C. Unless otherwise approved by the City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - D. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, and with all rules, regulations, orders, and guidance issued pursuant to those statutes.
- C. If Contractor engages with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
- D. Contractor must include similar requirements in subcontracts and supply contracts and reasonably enforce their compliance.
- E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
- F. Contractor must retain and, upon request, provide City access to and copies of all applicable information and reports required by 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.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.
7. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval.
8. **W-9.** Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wyomingmi.gov a completed IRS W-9 form.
9. **Intellectual Property.** Contractor guarantees sale or use of the goods or the articles, software, copies, records, or other intellectual property provided or used to perform the services will not infringe any copyright, U.S. patent, trademark or other intellectual property rights. Contractor will, without cost to City, defend all actions against City or City's officers or employees for an alleged infringement of a intellectual property rights by their sale or use in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

10. Quality. Unless otherwise stated in the Proposal, all goods supplied under this Contract will be new or like new, and free from failure due to defects in workmanship and material.

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

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

13. Warranty. Contractor will perform the Services in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor or diagnosed by Contractor's personnel during the term of this Contract. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for a period of 90 days after the completion date of the services or replacement of parts or materials, whichever is longer. If parts or materials fail to meet published specifications due to defective parts, materials or workmanship covered by this warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to City. This warranty does not apply to a Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, City's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by City (or a third party) not authorized by Contractor in writing; or (iii) moved without 30 days' notice to Contractor. Contractor reserves the right to supervise the move. **This warranty is exclusive except for warranty of title. Contractor disclaims all other warranties, including any implied warranty of merchantability or fitness for a particular purpose. Correction of non-conformities in the manner and for the period of time provided above shall constitute Contractor's sole liability and customer's exclusive remedy for failure of contractor to meet its warranty obligations, whether claims of customer are based in contract, in tort (including negligence and strict liability) or otherwise.** Parts or materials Contractor supplies but does not manufacture are warranted only by the manufacturer. Contractor's obligation under this warranty is conditioned upon receipt of all payments due from City.

14. Risk Allocation.

A. Contractor is solely responsible for (i) means and methods of the Services, and (ii) the conduct of Contractor's personnel. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City to the extent the claims arise directly from bodily injury to or death of any person or damage to or destruction of any property caused by the negligence, gross negligence, or wrongdoing of Contractor's personnel while performing the services under the Contract. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees arising from the aforementioned negligence, gross negligence, or wrongdoing of Contractor's personnel.

B. Except as specifically stated otherwise in this Contract, City shall have all rights and remedies provided under law or equity; however, where stated, remedies provided herein are exclusive. **Regardless of any other provision of this Contract, in no event shall Contractor or City, or their respective officers,**

directors, employees or agents be liable to the other for any incidental, indirect, special, punitive, or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, loss of data, loss of use or lost opportunity that result from or in connection with any claim(s) or cause(s) of action, whether brought in contract or in tort, even if Contractor or City knew or should have known of the possibility of such damages. Except for third-party claims for bodily injury, property damage, death, gross negligence, or willful misconduct, the total cumulative liability of Contractor arising from or related to this Contract whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed two times (2x) the price of the product or services on which such liability is based.

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

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations. Coverage must include the following: (A) Contractual Liability; (B) Independent Contractors; (C) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: Coverage in accordance with Michigan statutes. Waiver of subrogation to the extent of Easton's negligence, 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).

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

16. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all applicable records related to this Contract and the Services for at least 6 years after Contract completion. Contractor will, upon City's request, sole expense and at a mutually agreed upon time and place, allow inspection, auditing, and copying of these applicable records, with the exception of purchase orders or statements of work quoted on a fixed-fee basis and excluding Contractor's proprietary, cost and financial accounting data.

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

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

19. City's Responsibility. (A) Communication and Scheduling – City shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the City fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date. (B) Movement – if Covered Equipment is moved to another location within the United

States. Service coverage will continue at Contractor's option if: (i) City notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and City will be charged at Current Time and Material Service Rate Schedule. (C) Escort – During the provision of the Service, City will have a representative present at Service site at no cost to the Contractor. (D) Access – City shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the City and Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

20. Batteries and Drop Ship Items. Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to City shall pass to City upon delivery at the F.O.B. point. Shipment estimates are after receipt of City's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the City cannot accept delivery of batteries, City will arrange for storage. Contractor is not liable or responsible for any damages or loss for delay or default in delivery due to force majeure. City may not cancel its purchase order because of such delays. City may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. City is responsible for return freight charges related to cancellation.

EXHIBIT B
Proposal



Powering Business Worldwide

Eaton UPS Service Quote: 009563-23
Quote Date: 08/01/2022
 (Effective until 08/30/2022)

Mollie Merchant,
RC Merchant & Co., Inc.
23735 Research Drive
Farmington Hills, MI 48335
248-476-4600
 Email: mmerchant@rcmerchant.com

Prepared For:

Billing Contact: Daniel Kleinheksel,
 Billing Company: City of Wyoming
 4720 N 168th Ave
 Holland, MI 49424
 616.738.4957
 Email: Kleinhekseld@wyomingmi.gov

For Covered Equipment at Site:

Site Contact: Daniel Kleinheksel,
 Site Company: City of Wyoming
 4720 N 168th Ave
 Holland, MI 49424
 616.738.4957
 Email: Kleinhekseld@wyomingmi.gov

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Eaton Corporation is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Eaton Corporation.

Serial Number	New/Renewal	Model Description	Battery Type, Quantity	Coverage Type
BC501KXX25	R	9355-20-30	VRLA Sealed, 36 (plus 6 internal)	Flexible
BB464KXX14	R	9355-20-30	VRLA Sealed, 6	Flexible

Quantity 1, Eaton 9355-20-30, VRLA Sealed, 36 (plus 6 internal) BC501KXX25

Coverage Start Date: 7/20/2022 **Coverage End Date:** 7/19/2023 **Term:** 1 Year

Flex: 8 Hr Rsp, 7x24 Cvg Only (FL87NXXX-0030)

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- Age based pricing of 4.0% has been applied
- 1x per term: UPS Preventive Maintenance, Business Hours (5x8) (0006NXXX-0030)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time (0005NSXX036)
- EOSL Status Active

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10

Quantity 1, Eaton 9355-20-30, VRLA Sealed, 6 BB464KXX14

Coverage Start Date: 7/20/2022 **Coverage End Date:** 7/19/2023 **Term:** 1 Year

Flex: 8 Hr Rsp, 7x24 Cvg Only (FL87NXXX-0030)

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- Age based pricing of 4.0% has been applied
- 1x per term: UPS Preventive Maintenance, Business Hours (5x8) (0006NXXX-0030)
- 1x per term: Internal Sealed Battery Preventive Maintenance, Included with UPS PM SOW (0005NSXXINT)
- EOSL Status Active

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10

Grand Total Price:

\$7,393.58

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PO Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSServices



Powering Business Worldwide

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below.
- Return all attachments with purchase order for **Eaton products** to:
 - Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615, Tel 800/843-9433, Fax 248/476-3162
 - Make Payments for Eaton products to: Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290

Accepted By:	Name	Title	Date	Purchase Order Number
Print Name:				

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Site Inventory Summary

Wyoming WTP

Model
9355-20-30
9355-20-30

Serial Number
BC501KXX25
BB464KXX14

Daniel Kleinheksel, Holland, MI

Dates
7/20/2022 - 7/19/2023
7/20/2022 - 7/19/2023

Contract
FL87NXXX-0030
FL87NXXX-0030

Subtotal:

Annual Cost
\$4,065.25
\$3,328.32
\$7,393.58

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EXHIBIT 2
Proposal



Powering Business Worldwide

Eaton UPS Service Cart: 417200

Cart Date: 02/21/2023

(Effective until 03/23/2023)

**Mollie Merchant,
R. C. Merchant & Co. Inc.
23735 Research Drive
Farmington Hills, MI 48335
248-476-4600**

Email: mmerchant@rcmerchant.com

Prepared For:

Billing Contact: Daniel Kleinheksel,
Billing Company: City of Wyoming
4720 N 168th Ave
Holland, MI 49424
616.738.4957
Email: Kleinhekseld@wyomingmi.gov

For Covered Equipment at Site:

Site Contact: Daniel Kleinheksel,
Site Company: City of Wyoming
4720 N 168th Ave
Holland, MI 49424
616.738.4957
Email: Kleinhekseld@wyomingmi.gov

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Eaton Corporation is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Eaton Corporation. This quote includes multiple alternates for comparing various service solutions; please specify which alternate you are ordering.

Serial Number	New/Renewal	Model Description	Battery Type, Quantity	Coverage Type
BB464KXX14	New	9355-20-30	VRLA Sealed, 6	

Option 1: 5x8 Installation, Quantity 1, Eaton 9355-20-30, VRLA Sealed, 6

Battery Replacement Items

- 1x Full Internal Battery Replacement, 6x P-106000220 (kit including 2 battery trays, 9 batteries per tray) 5x8 installation (108Batt 12Tray) (P-106000220)
- Dock to Dock Delivery, FOB Destination
- EOSL Status Active

Supporting Documents: T-0, W-1, R-11

Grand Total Price: \$12,112.00

Option 2: 7x24 Installation, Quantity 1, Eaton 9355-20-30, VRLA Sealed, 6

Battery Replacement Items

- 1x Full Internal Battery Replacement, 6x P-106000220 (kit including 2 battery trays, 9 batteries per tray) 7x24 installation (108Batt 12Tray) (P-106000220)
- Dock to Dock Delivery, FOB Destination
- EOSL Status Active

Supporting Documents: T-0, W-1, R-11

Grand Total Price: \$13,299.40

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



Powering Business Worldwide

- Non Contract Payment Terms: Net 30 days, Billing Cycle: Upon Completion
- Please specify which alternate you are ordering on your purchase order or mark and attach this quote.
- Service quotes valued at less than \$5,000 may be subject to Eaton's prepayment requirement. Prepayment may be made via credit card, ACH transaction or a check mailed to Eaton prior to order acceptance. All credit card transactions with Eaton will incur a 3.5% service fee.
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below.
- Return all attachments with purchase order for **Eaton products** to:
 - Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615, Tel 800/843-9433, Fax 248/476-3162.
 - Make Payments for Eaton products to: Eaton Corporation, 29085 Network Place, Chicago, IL 60673-1290

Please check which of the following options you would like:

- Option 1: Wyoming WTP 5x8 Battery Upgrade (\$12,112.00)
- Option 2: Wyoming WTP 7x24 Battery Upgrade (\$13,299.40)

Accepted By:	Name	Title	Date	Purchase Order Number
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Print Name:

Did you know? Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at Eaton.com/UPSservices



Powering Business Worldwide

EATON CORPORATION
UPS SERVICES – TERMS AND CONDITIONS (T-0)

TERMS AND CONDITIONS: These terms and conditions, the quotation and Scope(s) of Work (the "Agreement"), are the final expression of the contract for the sale of UPS services by Eaton Corporation ("Contractor"), and supersede all prior terms, quotations, statements(s) of work, purchase orders, correspondence or communications whether written or oral between Eaton Corporation and the customer. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER (THE "CUSTOMER"), ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY CONTRACTOR.

1. **DEFINITIONS:** The terms listed below shall have the following meanings.
 - "Battery" is the electric storage portion of a UPS.
 - "Covered Equipment" is the equipment as listed on the quote.
 - "CPM" is the Contracted Period of Maintenance or Hours of Service.
 - "Drop Ship Items" are capacitors, fans, equipment upgrades (modifications), batteries, battery monitoring systems, battery containment, battery materials, racks and cabinets.
 - "Emergency Service" is all services provided on an as needed basis that is not scheduled in advance.
 - "PCS" is Pre-Contract Survey inspection.
 - "Power Module" is the electronic portion of a UPS or other power quality device.
 - "Scope of Work" is the services, procedures, methods, exclusions and coverage as purchased by the Customer.
 - "Service" is the installation, maintenance (including Preventive Maintenance as defined in Scope of Work Attachment R-2), repair, inspection, adjustment, and remote monitoring services (including the PredictPulse Service as defined in Scope of Work, Attachment R-32, R-36 or R-37) performed on the Covered Equipment by Contractor or otherwise provided by Contractor in connection with the Covered Equipment.
 - "UPS" is an Uninterruptible Power Supply which is comprised of the Power Module and Batteries.

2. **ELIGIBILITY:** All Covered Equipment that has a lapse in Service or warranty coverage greater than ninety (90) days is subject to a PCS prior to eligibility for Service under this Agreement. Customer will be charged at Contractor's current Time and Material Service Rate Schedule (Exhibit 1-PCS and Attachment X-1). A list of the equipment requiring a PCS will be incorporated into this Agreement.

3. **HOURS OF SERVICE:** Contractor will provide scheduled and emergency services portal-to-portal 8:00AM to 5:00 PM Monday-Friday ("5x8 Service") excluding all observed holidays. The Customer may purchase extended hours of scheduled and Emergency Service coverage ("7x24 Service") including Emergency Service being provided on public holidays (5 U.S.C. 6103). Scheduled services are not available on observed holidays.

4. **ON-SITE RESPONSE TIME:** Upon Service request the Contractor will arrive at the location of the Covered Equipment the next business day. If purchased by Customer and the Covered Equipment is located within one hundred (100) miles of a Contractor service location, Contractor will arrive at location of Covered Equipment within eight (8), four (4) or two (2) CPM hours. Response time does not include battery replacement service.

5. **LABOR AND MATERIAL RATES:** Customer shall be billed at Contractor's current Time and Material Rate Schedule (Attachment X-1) for Service purchased outside the Scope(s) of Work. This excludes any flat-rate quoted by Contractor representative.

6. **ENGINEERING CHANGES:** All engineering changes deemed necessary by Contractor will be installed during scheduled Service visits during the CPM. Any engineering changes deemed optional by Contractor will be offered to Customer on an as-available, per charge basis.

7. **CUSTOMER'S RESPONSIBILITY:**
 - A. Communication and Scheduling - Customer shall contact Contractor's Customer Reliability Center (1-800-843-9433) to schedule all Service and other requests. Preventive Maintenance or Services is deemed fulfilled if (i) the Customer fails to schedule or (ii) does not permit Service to be completed within ninety (90) days of the scheduled service date.

 - B. Movement - If Covered Equipment is moved to another location within the United States, Service coverage will continue at Contractor's option if: (i) Customer notifies Contractor in writing at least thirty (30) days in advance of power-down of Covered Equipment and, (ii) Contractor supervises the power-down, disconnection, rigging, packing, movement, unpacking, reinstallation and re-start of the Covered Equipment and Customer will be charged at current Time and Material Service Rate Schedule.

 - C. Escort - During the provision of Service, Customer will have a representative present at Service site at no cost to the Contractor.

 - D. Access - Customer shall grant unobstructed access to the Covered Equipment to be serviced, as well as adequate working space in the immediate vicinity as may be required for the Contractor to perform Services. Prior to a site visit, the Customer and



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Contractor must agree on site access requirement costs. These costs will be invoiced by the Contractor following completion of Services.

8. TERM AND TERMINATION: The initial term of this Agreement shall be the service period defined on the applicable quote. Following the expiration of the initial term, this Agreement shall automatically renew for successive twelve (12) month periods. Contractor will provide notice of updated pricing prior to the expiration of the initial term or any subsequent renewal term. Customer or Contractor may terminate this Agreement at any time upon thirty (30) days written notice to the other, subject to Section 16.

9. BATTERIES AND DROP SHIP ITEMS: Prices stated in a quote do not include installation, freight, and handling charges unless these items are listed and priced in the quote. Prices stated in a quote are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Contractor to Customer shall pass to Customer upon delivery at the F.O.B. point.

Shipment estimates are after receipt of Customer's purchase order. If approval of drawings are required, then shipment estimates are after receipt of written approval. If the Customer cannot accept delivery of batteries, Customer will arrange for storage. Contractor is not be liable or responsible for any damages or loss for delay or default in delivery due to force majeure. Customer may not cancel its purchase order because of such delays.

Customer may cancel its purchase order with prior written notice to Contractor subject to cancellation charges for capacitors, fans, equipment upgrades (modifications), batteries and Drop Ship Items as follows: (i) between 0-30 days prior to shipment, 100% of the total invoice, and (ii) greater than 30 days prior to shipment, 50% of the total invoice. Changes made to an order may be subject to increase or decrease in purchase order amount, change order charges, and changes in schedule date. Customer is responsible for return freight charges related to cancellation.

10. END OF SERVICE LIFE ("EOSL"): Contractor may designate a Power Module as "End of Service Life" which means limited parts are available and Service will be provided on a best efforts basis. This designation will be indicated on the quote for Service renewal and will serve as Contractor's notice of limited service support and its recommendation to replace or decommission the Power Module. If Contractor cannot perform or complete a covered repair, Contractor may terminate coverage subject to Section 8. Customer may request a pro-rated refund for the terminated portion of this Agreement, subject to Section 16.

11. INSURANCE: During the term of this Agreement, Contractor, at its own cost and expense, shall maintain in full force and effect the following insurance with sound and reputable insurers: (i) worker's compensation insurance in accordance with the statutory requirements of the state where the Service is to be performed, (ii) automobile liability insurance on all motor vehicles licensed for highway use, both owned and non-owned; and (iii) commercial general liability insurance for bodily injury and property damage.

12. WARRANTY: Contractor shall perform all Service in a professional and workmanlike manner. Contractor warrants repairing or replacing defective parts or materials and correcting defective workmanship reported to Contractor and/or diagnosed by Contractor's personnel during the term of this Agreement. Contractor warrants its corrective maintenance per the scope of work and replacement parts to be free from defects in material and workmanship for the term of this Agreement or for a period of ninety (90) days from the completion date of the repair or replacement of parts or materials, whichever is longer. In the event the parts or materials fail to meet published specifications due to a defect in parts or materials or workmanship covered by this Warranty, Contractor, at its discretion, will repair or replace the warranted parts or materials at no cost to Customer. This Warranty shall not apply to any Power Module and/or Battery that has been: (i) subject to damage caused by accident, fire, flood, lightning, vandalism, acts of God, Customer's neglect, misuse, misapplication, incorrect connection or external damage; (ii) subject to repair or alteration by Customer (or a third party) not authorized by Contractor in writing; or (iii) moved without thirty (30) days' notice to Contractor. Contractor reserves the right to supervise the move. THIS WARRANTY IS EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE CONTRACTOR'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR FAILURE OF CONTRACTOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF CUSTOMER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. Parts or materials supplied, but not manufactured by Contractor, are warranted solely by the manufacturer. Contractor's obligation under this Warranty is conditioned upon receipt of all payments due from Customer.

13. ASSIGNMENT: Neither party shall assign this Agreement or any of its rights and interests without the prior written consent of the other party. Upon written notice to the other party, either party may assign this Agreement or any of its rights and interests to: (i) any parent, subsidiary, affiliated or successor corporation; or the purchaser of any of these entities; (ii) any corporation to which the party has sold all or substantially all of its assets (including the purchaser of any of the party's subsidiaries); or (iii) any corporation or legal entity with which the party may merge or consolidate.

14. INDEMNITY: Contractor shall defend, indemnify and hold harmless Customer, its officers, employees and agents (Indemnified Parties), from and against any and all claims, causes of action or suits brought against the Indemnified Parties to the extent they result directly from (1) bodily injury to or death of any person or damage to or destruction of any property caused by the negligent acts or willful misconduct of Contractor, its agents or employees, and (2) any violation of federal or state law,



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regulation, order, rule or of any other governmental authority having jurisdiction by Contractor, its employees or agents, while Contractor is performing work on site. The Indemnified Party shall cooperate in a reasonable manner to provide information and access to personnel related to the defense of any indemnified claim.

15. LIABILITY: The remedies of the Customer set forth in this Agreement are exclusive and are its sole remedies for any failure of Contractor to comply with its obligations hereunder. IN NO EVENT SHALL CONTRACTOR OR CUSTOMER, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF (A) DAMAGE TO PROPERTY OR EQUIPMENT, OTHER THAN DIRECT DAMAGES TO EQUIPMENT SOLD OR SERVICED HEREUNDER, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY DAMAGES, LOST PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OR LOST OPPORTUNITY THAT RESULT FROM OR IN CONNECTION WITH ANY CLAIM(S) OR CAUSE(S) OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF CONTRACTOR OR CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF THIRD PARTY CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE DEATH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

16. PAYMENT: All payments are due net thirty (30) days in full from the date of invoice, unless otherwise mutually agreed upon in writing. Customer shall be invoiced for, and shall pay for, all Service not expressly provided for by the terms, such as site calls involving no-fault found inspections where no corrective maintenance was required. Contractor reserves the right to refuse to provide any further Service until all due payments have been received. In the event of an early termination: i) Customer is liable for any Service performed prior to the effective date of termination; and (ii) Contractor, at its discretion, will provide a credit against any advance payments received as follows: a) for fixed-rate Agreements, a pro-rated amount based on the terminated portion of the fixed-price fee due Contractor; or b) for any new work outside of the Services provided in this Agreement, an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of Service completed (including emergency repair calls) by Contractor prior to the effective date of early termination, or c) for pre-paid multi-year contracts if Customer terminates the Agreement partway through the Agreement term, Customer will be entitled to a refund of the unused portion of the contract MINUS the applied discount for the pre-payment.

17. TAX: Contractor's price is exclusive of any applicable tax. All orders will be subject to applicable sales tax unless a current tax exemption certificate is on file with Contractor covering the state where Covered Equipment under this Agreement is located.

18. PARTS: Unless otherwise agreed to by the parties in writing, all parts removed for replacement shall be Contractor's property. Parts used from Customer-owned spare parts kit shall be replaced by Contractor at no cost. Replacement parts shall be new or of the same quality as new.

19. FORCE MAJEURE: Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

20. CHOICE OF LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, or in the jurisdiction where the Service has been performed.

21. MODIFICATION OR WAIVER: The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties and waiver by Contractor or Customer of any provision in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision.

Eaton is a trademark of Eaton Corporation.



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LIMITED FACTORY WARRANTY FOR EATON BATTERY PRODUCTS

WARRANTOR: The warrantor for the limited warranties set forth herein is Eaton Corporation, an Ohio Corporation ("Eaton").

LIMITED WARRANTY: This limited warranty (this "Warranty") applies only to the original Purchaser (the "End-User") of the Eaton brand VRLA Battery Products (the "Product") and cannot be transferred. This restriction applies even in the event that the Product is initially sold by Eaton for resale to an End-User. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State (or jurisdiction to jurisdiction).

WHAT THIS LIMITED WARRANTY COVERS: Eaton warrants, within the terms of this Warranty, that the Eaton brand VRLA Battery Products, (individually and collectively, the "Warranted Items") are free from defects in material and workmanship. A battery will not be considered defective or nonconforming if it has delivered at least eighty percent (80%) of its rated capacity during the Warranty Period. If a properly maintained battery fails to meet 80% of its rated capacity, Eaton will replace the battery part or apply credit towards the purchase of a new battery.

For Product installed (and currently located) in the fifty (50) United States and the District of Columbia, if, in the opinion of Eaton, a Warranted Item is defective, Eaton's sole obligation, at the option of Eaton, will be to refurbish or replace such defective Warranted Item (including the costs of providing diagnosis, service, and labor ["labor coverage"]). The defective Warranted Item will be replaced onsite at the End-User's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. In any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

For Product installed (and currently located) outside the fifty (50) United States and the District of Columbia, if, in the opinion of Eaton, a Warranted Item is defective, Eaton's sole obligation, at the option of Eaton, will be to refurbish or replace such defective Warranted Item (not including the costs of labor coverage). The defective Warranted Item will be refurbished or replaced onsite at the End-User's location or such other location as determined by Eaton. Any parts that are replaced may be new or reconditioned. In any replacement endeavor, all parts removed by Eaton shall become the property of Eaton.

LIMITED WARRANTY PERIOD: The period covered by this Warranty for Product installed (and currently located) in the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product installation for labor coverage and for (a) Eaton brand batteries, two hundred (200) watts per cell and greater, thirty-six (36) months from the date of installation or forty-two (42) months from the manufacturing date code listed on the battery, whichever occurs first, or, (b) Eaton brand batteries less than 200 watts per cell, twenty-four (24) months from the date of installation or thirty (30) months from the manufacturing date code listed on the battery, whichever occurs first for the refurbishment/replacement of parts.

The period covered by this Warranty for Product installed (and currently located) outside of the fifty (50) United States and the District of Columbia is twelve (12) months from the date of Product purchase or eighteen (18) months from date of Product shipment, whichever occurs first, for the refurbishment/replacement of parts.

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation, including the "trickle charge" of batteries no later than the date indicated on the packaging; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, fire, flood, lightning, vandalism, acts of God, End-User's neglect, abuse, misuse, misapplication, incorrect installation; (d) repair or alteration, not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment, or any modification of any kind not authorized in writing by Eaton personnel or performed by an authorized Eaton Customer Service Engineer or Agent; (f) Claims for full replacement not made within three (3) months of failure; (g) failure to have both the initial and replacement batteries installed by an authorized Eaton Corporation Service Engineer (in USA) or Agent (outside of USA); (h) **claims resulting from an epidemic part failure by the battery OEM.**

It is recommended for optimal battery life and discharge performance to keep the ambient air temperature the battery is used in at 25°C. Eaton battery cabinets are rated at 25°C +/- 3°C ambient unless otherwise specified in writing by Eaton. This Warranty is not valid: if the Product's serial numbers or manufacturing date codes have been removed or are illegible; if each battery is not the proper size, design, and capacity for its intended applications at 25°C (77°F); if the product discharge depth and frequency exceed during the warranty period 225 Cycles at 30% depth, 185 Cycles at 50% depth or 100 Cycles at 100% depth.



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Warranty period shall be adjusted based on operating temperatures, frequency, and depth of discharge. For every 10°C (18°F) increase in operating temperature above 25°C (77°F), the coverage period will be reduced by 50%. If the discharge rate is in excess of 4 complete discharges per month (96 or 144 complete discharges over the Coverage period), this will be considered cyclical service and thus void the warranty period. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. Eaton does not provide a labor warranty for Product located outside of the fifty (50) United States or the District of Columbia. **Non Eaton brand batteries shall pass the original manufacturer's warranty through to the Purchaser.**

THIS WARRANTY IS THE END-USER'S SOLE REMEDY AND IS EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED). SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY: In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort (including negligence and strict liability). Some States or jurisdictions do not allow the exclusion of limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Warranty exceed the replacement value of the Warranted Items.

END-USER'S OBLIGATIONS: In order to receive the benefits of this Warranty, the End-User must; use the Product in a normal way; follow the Product's operators and maintenance manual; and protect against further damage to the Product if there is a covered defect.

OTHER LIMITATIONS: Eaton's obligations under this Warranty are expressly conditioned upon receipt by Eaton of all payments due from End-User (including interest charges, if any). During such time as Eaton has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Eaton shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

COSTS NOT RELATED TO WARRANTY: The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Eaton representatives outside the terms of this Warranty will be borne by the End-User.

OBTAINING WARRANTY SERVICE: In the United States, call the Eaton Customer Reliability Center 7x24 at 800-843-9433. Outside of the United States, call your local Eaton sales or service representative, or call the Eaton Customer Reliability Center in the United States at 919-870-3028. For comment or questions about this Limited Factory Warranty, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.



Battery Replacement Guidelines Attachment R-9

VRLA Battery Replacement Guidelines

VRLA Batteries will be considered for replacement when:

- The battery voltage falls outside of its recommended operating range and fails to respond to corrective action.
- The batteries internal ohmic value deviates by more than 20% from the average of all of the connected cells/units and fails to respond to corrective action.
- Battery failures which are identified as having 80% or less of manufacturers rated capacity.
- When evidence of electrolyte is found on the battery case/jar and repair or cleanup is ineffective.
- When there is damage to the battery case/jar that is due to an internal failure.

VRLA Battery Strings will be considered for replacement when:

- When more than 20% of the total connected cells/units fail under one or more of the individual replacement guidelines at one time and that fails to respond to corrective action.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE CONTRACT

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
Peristaltic Pump	Kennedy Industries	\$10,702.00

2. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on April 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: April 10, 2023
Subject: Purchase of a Peristaltic Pump
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: April 17, 2023

RECOMMENDATION:

It is recommended the City Council award the bid for the purchase of one peristaltic pump to Kennedy Industries in the amount of \$10,702.00.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Water Treatment Plant uses liquid sodium hypochlorite (bleach) for zebra mussel control and as a primary means of disinfection during the water treatment process. Twelve Watson Marlow peristaltic pumps are used to precisely dose this chemical during the water treatment process. These pumps run continuously and have been in operation for over 12 years. One such pump recently failed and is not repairable due to obsolescence.

Therefore, specifications were assembled for the purchase of a direct replacement pump. The bid opportunity was posted on the City's website and downloaded by twenty-one registered bidders. On Tuesday, April 4, 2023, one bid for the replacement pump was received from Kennedy Industries in the total amount of \$12,137.00. Upon review of the bid document received, spare parts that were not required of the specification were included in the bid. The spare parts are not needed at this time and therefore, it is recommended to purchase the pump only at a total cost of \$10,702.00. Plant staff will install the new pump, which is a directly compatible replacement and keeps costs low by avoiding piping, wiring, and SCADA programming changes.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account #591-591-55300-775.000.

PURCHASE OF ONE PERISTALTIC PUMP 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 Purchase of One Peristaltic Pump 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 April 4, 2023 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: Kennedy Industries
LEGAL NAME OF COMPANY
Corporation
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE
4925 Holtz Dr.
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
Wyom MI 49393
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

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: [Signature]

Scott G. Smith, City Attorney

Contractor

By: [Signature]

Signature for Contractor

Travis Cole / Key Account Manager

Printed Name & Title of Person Signing

Date signed: 3-31-23