

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, OCTOBER 16, 2023, 7:00 P.M.**

**1) Call to Order**

**2) Invocation** – Pastor Matt Yonker, Resurrection Life Church

*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*

**3) Pledge of Allegiance**

**4) Roll Call**

**5) Student Recognition**

**6) Approval of Minutes**

From the October 2, 2023 Regular Meeting and the October 9, 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.*

**7:01 p.m.** To Determine the Necessity of Providing New Sanitary Sewer, Sanitary Laterals, and Water Services in 60<sup>th</sup> Street Between Addresses 831 and 1087, Special Assessment Roll #23-817

**9) Public Comment on Agenda Items**

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

**10) Presentations and Proclamations**

a) Presentations

1. Kent District Library Presentation

b) Proclamations

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

a) Budget Amendment No. 33 – To Appropriate \$1,114,110.76 of Additional Budgetary Authority to Provide Funding for Expenditures Related to Indigent Defense and Recognize the Associated Revenue

- b) Budget Amendment No. 35 – To Appropriate \$16,691,189 of Budgetary Authority to Provide the Necessary Funds for the Anticipated Expenses Related to the City Center Project and Recognize the Associated Revenue

**14) Consent Agenda**

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

- a) To Schedule a Public Hearing on Proposed Special Assessment Roll #23-817  
(November 6, 2023 at 7:01 p.m.)

**15) Resolutions**

- b) To Declare the Necessity for New Sanitary Sewer, Sanitary Laterals, and Water Services in 60<sup>th</sup> Street Between Addresses 831 and 1087 and Establish Special Assessment District #23-817 to Defray Project Costs
- c) To Accept the Bulletproof Vest Partnership (BVP) Grant
- d) To Accept the 2023 Edward Byrne Memorial Justice Assistance Grant (Budget Amendment No. 32)
- e) To Accept and Distribute Grant Funding Received from the Office of Highway Safety Planning (Budget Amendment No. 34)
- f) To Establish a Location for Early Voting in the City of Wyoming, Kent County, Michigan
- g) To Approve and Authorize the Signing of a GVMC License Agreement for REGIS Equipment at the Wyoming Justice Center

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

- h) To Award the Bid for the 4940 Riverfield Drive Floodway Excavation Project and to Authorize the Mayor and City Clerk to Execute the Contract
- i) To Accept a Quotation for the Purchase and Installation of an Enclosed Utility Box on a Water Utility Service Vehicle
- j) To Accept an Agreement with the Kent County Road Commission to Pay the City of Wyoming to Perform Winter Maintenance Activities
- k) To Accept a Proposal for Supervisory Control and Data Acquisition (SCADA) System Upgrades
- l) To Accept an Agreement for Technical Specifications, Administration, and Project Oversight Services for the Hook Avenue Elevated Storage Tank Rehabilitation Project
- m) To Authorize Payment to the Water Research Foundation
- n) For Award of Bid
  - 1. Fire Hose Nozzles and Flow Meter

**17) Ordinances**

12-23 To Amend Chapter 2, Article IV, of the Code of Ordinances to Add Division 11 to Provide for a Service Charge in Lieu of Taxes for the Shea Ravines Phase I Housing Project (First Reading)

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

- 20) **Closed Session** (as necessary)
- 21) **Adjournment**

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

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

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

A child is seen from behind, sitting on a grassy area. They are wearing a blue denim bucket hat with a bow at the back and a light-colored, textured knit sweater. Several colorful books are scattered on the grass around them. The background is a lush green lawn.

# 2022

## Community Report

Kent  
District  
Library



**Kent District Library has again been recognized as one of America's Star Libraries**, as rated by the Library Journal Index of Public Library Service. This time, KDL received the highest five-star rating. This award is a reflection that people use and place a high value on the services that they get from Kent District Library.



# We exist to further all people.

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2022 was an awesome year! The average KDL user saved \$1,348 in 2022 by checking out physical and digital items. We partnered with the West Michigan Whitecaps for Summer Wonder and had over 16,000 completers. Over 20,000 new library cards were issued!

Some of our best work this past year included the initiatives set forth in our Strategic Plan. The pillars of the plan include Equity, Diversity & Inclusion (EDI); Engagement & Service; and Sustainability. Our 2022 accomplishments include:

- Patrons enjoyed a variety of culturally diverse programs and presenters as part of the annual Summer Wonder programming. Of these, an especially popular event was the Native American Dancers: Marca and Reg Pettibone.
- We continued to increase staff Cultural Intelligence (CQ) by offering quarterly staff trainings called Paradigm. Focuses included mental health, understanding age diversity and ageism, honoring the Asian American and Pacific Islander community, and understanding Hispanic and Latin culture.
- By listening to and learning from patrons, we clarified what excellent service looks like. This included developing new integrated strategies for communicating staff service expectations while retaining the spirit of “The KDL Way.”
- The new cardholder orientation/onboarding was revamped, identifying areas of interest upon sign-up to better personalize services and resources.
- We partnered with local healthcare organizations to give early literacy kits to new parents, including a board book for babies to help foster early relationships with the library.
- And so much more!

Our work isn't over! As we move into the final year of our three-year strategic plan, we have exciting plans. In 2023, we will revamp our 1,000 Books Before Kindergarten program, intentionally deepen relationships with Kent County communities by focusing on one community at a time, make the library more accessible by including more translated services, hold a new cardholder drive to engage people who may have antiquated views of the library and so much more.



Onward and upward,

Lance Werner  
Executive Director

# 2022 at a Glance

## JANUARY

- **Let It Snow returned.** Over 3,400 participants read books from various reading categories and earned a free mug.
- **Due to increased COVID-19 rates, KDL paused in-person programming.** The library remained open with all other services and resources available during normal hours of operation – only in-person, indoor programs were affected.
- **KDL Executive Director Lance Werner was selected to serve as a delegate on the Online Computer Library Center (OCLC) Americas Regional Council.** OCLC is a global library cooperative that provides shared technology services, original research and community programs for its membership and the library community at large.
- **Kent District Library celebrated a record-breaking one million digital book checkouts in 2021.** This milestone illustrated the continued growth and importance of library digital lending of ebooks and audiobooks.

## FEBRUARY

- **KDL patrons were given the opportunity to enjoy 30,000+ free videos from Kanopy,** a new streaming collection of high-quality films that inspire, educate and entertain.
- **Sensory Storytime was introduced to help children that may need extra sensory support.** Sensory Storytime combines traditional storytime components with sensory elements to enhance the experience... all online from the comfort of your own home.
- **KDL announced the winners of the tenth annual Write Michigan Short Story Contest.** Almost 1,200 writers from across the state entered the contest.
- **Indoor programming resumed on February 28.**

## MARCH

- **Kent District Library added ASLdeafined to its collection of free online resources.** The content is for anyone who wishes to learn American Sign Language, regardless of age. This resource was created by and for the Deaf and Hard of Hearing community.
- **KDL's Career Online High School began offering an Introduction to Manufacturing career certificate as an option for Career Online High School students.** The manufacturing certificate program teaches students manufacturing concepts and prepares them for entry level employment in the manufacturing industry.

- **KDL accepted submissions from local musicians for its Vibes music streaming collection.** KDL Vibes is a streaming platform ([vibes.kdl.org](http://vibes.kdl.org)) that features 601 songs from 69 local artists that were streamed 5,861 times in 2022.

## APRIL

- **KDL launched iVOX,** a book app which uses the latest in storytelling technology to delight and engage curious young minds. Children ages 2-10 can follow along with a story while interacting with its characters and scenes – immersing them in the narrative like never before.
- **KDL announced the winners of the 6th Annual “Book Inspired Brewing” competition.** KDL called on home brewers to enter this unique competition – creating a beer inspired by their favorite book titles or authors. Winners got a chance to brew a scaled-up version of their winning beer with professional brewers at one of our four brewery partners.
- **The Write Michigan Teen Poetry Contest and Slam** were back this year, and received the most poems in the history of the competition: 562 submissions!
- **KDL partnered with The Steve & Amy Van Andel Foundation and Frederik Meijer Gardens & Sculpture Park to present Concerts for the Community.** This program provided concert tickets, food and transportation to guests that may not otherwise have had the opportunity to attend a summer concert. It was designed exclusively for those facing economic hardship and is meant to diversify community exposure to world-class live music. KDL partnered with 13 organizations and over 500 people attended the free concerts.

## MAY

- **Community Reads Author Angeline Boulley visited the Grandville Branch.** Patrons had the chance to meet Angeline Boulley, 2022 Michigan Notable Book winner, New York Times bestselling author and writer of this year's Community Reads choice, *Firekeeper's Daughter*.
- **KDL launched the KDL App, which makes common library tasks faster and easier.** The app keeps patrons logged in, making it faster for them to view their holds, due dates, local events and more. Patrons now have a digital library card that goes with them wherever they go!
- **Every KDL branch installed a hygiene locker** stocked with items like tampons, deodorant, oral hygiene products and more. Patrons may take what they need without having to ask a staff person. The lockers are located in an accessible area in each of KDL's branches.
- **Kent District Library took patrons of all ages on a Summer Wonder journey of reading, learning and exploring through the great outdoors!** KDL teamed up with Kent County Parks to offer a spectacular summer of outdoor discovery, scavenger hunts, STEAM activities and lots of fun for everyone.
- **Kent District Library partnered with Feeding America of West Michigan to present Gather 2 Grow: Lunches at the Library,** a summer food program at 15 KDL branches and the Bookmobile. Anyone 18 years old and younger (or up to age 26 with different mental or physical abilities) could come and pick up a free, nutritious lunch Monday through Friday throughout the summer. Nearly 20,000 meals were served.

## JULY

- **KDL was honored to partner with the Cascade Community Foundation (CCF)** on their project, “The Modern Classroom,” a Q&A Livestream. It was a wonderful program that promoted discussion about where education is presently and its future. “The Modern Classroom” included fascinating conversations with education innovators including teachers and librarians.
- **Kent District Library held its first KDL Coaster Art Contest with the theme “Library Love.”** Local artists submitted their original artwork online, and five winners were chosen. Each of the winning designs were featured on 2,500 coasters that were distributed to the KDaLe brewery partners.

## AUGUST

- **KDL celebrated the success of Summer Wonder!** An estimated 19,000 people participated, with over 16,000 completing and almost 6,000 achieving Super Reader status.

## SEPTEMBER

- **KDL partnered with Library Speakers Consortium to present Author Talks,** which allow patrons to enjoy engaging online conversations with award-winning, best-selling authors. KDL streamed eleven authors in 2022. These are live events with interactive Q&A sessions where patrons can ask questions directly to the author.
- **KDL teamed up with Spectrum Health to present three six-week series on mental health.** The series focused on Caregiver Support, Senior Life Transitions and Parenting Adolescents.

- **Kent District Library and World Affairs Council of Western Michigan presented Communities by Design,** a three-part, in-person series for municipal leaders, planners, visionaries and residents who cherish a home community that is equitable, just and sustainable.
- **KDL began accepting entries to the 11th annual Write Michigan Short Story Contest.** This statewide contest gives Michigan writers of all ages the chance to get published and win cash prizes.
- **Kent District Library awarded Glasmiri Jaglowski and the Literacy Center of West Michigan with the first Literacy Champion Awards.** Jaglowski, a nurse technician at Mary Free Bed Hospital, received the individual award, and The Literacy Center of West Michigan received the organization award.

## OCTOBER

- **KDL held a Teen Photo Challenge.** There were 115 amazing photos submitted to the contest in three categories – black and white, nature in your neighborhood and repetition of objects. Winners received a \$25 Meijer gift card.

## NOVEMBER

- **KDL's podcast Stump the Librarian returned for a third season.** KDL Librarians answer questions submitted by young patrons.

## DECEMBER

- **Kent District Library was recognized as one of America's Star Libraries,** as rated by the Library Journal Index of Public Library Service. KDL received the highest score, a five-star rating. KDL was compared to other libraries with similar annual expenditures and received the top honor due to the extent that KDL patrons use the library.

# Strategic Plan Progress

**PURPOSE:** We exist to further all people.

**VISION:** KDL will be an indispensable community resource for enriching lives through access to personal discovery for all.

The initiatives in the second year of the three-year strategic plan are delivering value and impact for individuals and strengthening our community.

For additional details, including quarterly updates, see [kdl.org/strategic-plan](https://kdl.org/strategic-plan).

## Equity, Diversity and Inclusion

Align all library services, staffing makeup and partnerships to be reflective and inclusive of the diverse communities we serve.

**INITIATIVE #1:** Design and implement a travel-themed program for Summer Wonder that moves from region to region, including food, drink, reading, music and history. The program will be highly social, will foster relationships and will educate the community on what types of cultural diversity and ethnic groups we have in our communities, as well as the special traditions they celebrate.

**STATUS:** Completed. KDL presented a variety of culturally diverse programs and presenters as part of the annual Summer Wonder programming. Among them, an especially popular event were Native American Dancers Marca and Reg Pettibone. Funded in part by Michigan Humanities (affiliate of the National Endowment of the Humanities), the dancers educated audiences on the true native culture of dance, song and story.

**INITIATIVE #2:** Continue quarterly Paradigm trainings and discussions with the expectation of 100% (88% with turnover and leaves factored in) employee engagement.

**STATUS:** Completed. For the past two years, KDL staff have taken training through the Paradigm REACH platform and have been educated on equity, diversity and inclusion (EDI) topics that promote our core values of helpfulness, courageousness, authenticity, inclusivity and positivity. Training consisted of short videos, documents and resource lists (movies, podcasts, social media accounts), all with the purpose of furthering understanding of topics such as microaggressions, unconscious bias and inclusive language.

## Engagement and Service

Increase the value delivered to the community by focusing on demonstrated needs.

**INITIATIVE #3:** Clarify what excellent service looks like in each role and task and create role guides. Identify how service has been impacted by COVID-19 and how KDL can proactively incorporate changes and document these changes in a clear, easy way for staff in a revision of the KDL Way Toolkit.

**STATUS:** In Progress. In the fall of 2022, KDL debuted 27 core service fundamentals to staff, all of which reinforce KDL's basic goal to "Go Further with Service." Since then, KDL has continued to search for ways to integrate fundamentals into day-to-day operations, such as by introducing service scenarios that will spur ongoing training conversations and create a culture where service is consistently talked about and improved upon. Work will continue on this into early 2023.

**INITIATIVE #4:** Revamp new cardholder orientation/onboarding. Identify areas of patron interest upon sign-up, train staff to promote materials of interest, give patrons a tour, and identify and promote branch-specific "member" perks to build awareness of KDL's many services and programs and build strong relationships.

**STATUS:** Completed. A new process for welcoming new (and renewing) cardholders has officially been launched in every KDL branch. Branches are working to fine-tune these new processes according to what works best for their communities, as well as learning to read the social cues of users in such a way that each and every welcome experience can be tailored to fit the person who receives it.

## Engagement and Service (continued)

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Increase the value delivered to the community by focusing on demonstrated needs.

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**INITIATIVE #5:** Partner with local health organizations to give early literacy kits to new parents containing information about Kent County Success Basics, information about KDL's physical and digital resources and programs, library card applications and a board book to help foster early relationships with the library.

**STATUS:** Completed. What started as a partnership with St. Mary's Foundation quickly became a project establishing partnerships between the library and various healthcare partners in the area (Great Start Collaborative, St. Mary's Foundation, Kent County Health Department, etc.) to provide early literacy resources to qualifying West Michigan families, inviting them into the library space at a time when they may need to feel more support and connection with community resources than ever before.

## Sustainability

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Evaluate and streamline operational, environmental and fundraising processes to ensure a sustainable library.

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**INITIATIVE #6:** Develop a process for planning and tracking relationship management with community resource partnerships and activities that incorporate a Customer Relationship Management (CRM) system so all departments have a better picture of patrons' cross-functional library involvement.

**STATUS:** In Progress. The search for CRM software that works best for KDL has been ongoing. Guided by a list of the library's specific needs and wants, KDL has set up several introductory meetings and demos with vendors. This project is now slated for completion in late March 2023.

**INITIATIVE #7:** Establish a library ambassador pilot program to convert library lovers into strong advocates and develop referrals for volunteering and fund development. This program will enhance our volunteer program and train volunteers to reach out to their friends, local businesses and schools to help spread awareness of KDL services and offerings. Ambassadors will be granted first access to KDL swag, special events, etc.

**STATUS:** In Progress. With no clear or consistent way for library advocates and "power users" to get involved in supporting the library (other than by donating funds or volunteering sporadically as opportunities arise), KDL is pursuing this initiative with the goal of enhancing KDL's existing volunteer program and engaging more patrons. A pilot program is set to begin in late February, wherein ten volunteers will be chosen and trained as ambassadors, covering topics from KDL Way service expectations to how to properly use and navigate VolunteerHub.

**INITIATIVE #8:** Assess and refine KDL's purchasing philosophy to mitigate waste, ensure alignment with having a popular materials collection and ensure patrons and staff understand what a popular materials collection is and how to help patrons get materials from other resources.

**STATUS:** Completed. KDL now has a new webpage ([kdl.org/collections](https://kdl.org/collections)) to give patrons a clear understanding of our collection development policies and procedures, with an emphasis on intellectual freedom and what it means to have a popular materials collection. The Collection Development team also created thorough and informative staff trainings on materials selection, finding books in MeL (Michigan eLibrary), patron requests and ebook purchasing to ensure that all KDL staff feel knowledgeable about KDL's collection and equipped to share that knowledge with others in a thoughtful way.

**Which library services matter the most to you?** When someone signs up for a new library card at KDL, they now select their interests from 14 categories, including music, movies and writing.

This information helps staff members share what services might be most exciting or useful to patrons. New cardholders also get to spin the prize wheel!



Everyone who walks into a library can find resources and activities that they're interested in. Because we literally offer millions of things, we've launched a new onboarding process that helps people navigate the immense collection to find what they're looking for, and hopefully a pleasant surprise or two along the way. You don't need to be a new card holder to accomplish this. Just ask anyone at your local branch and they'll let you spin the Wheel of Wonder, too.

## Welcome to KDL: Getting a new library card has become more personal and fun.

*"I love the energy this new process brings to the card sign-up process. It gets people excited and engaged from their very first visit. A warm welcome is the spirit of Kent District Library."*



**Morgan Hanks** | User Experience Manager

KDL is proud to partner with local health organizations and early learning service providers to connect with families with newborns. New parents within Kent County receive a carefully chosen board book and information about relevant library resources, including Storytimes, Mama Bear and Baby Cub Support Groups, and many other services and materials for families with little ones. No one is too young to be positively impacted by the library.

## Books for Babies

*“The gift of these books allows us to get a book into the hands of young families right away. We know literacy is so important. We get new families excited about the library with a parent kit, and we are able to include a book that builds excitement for reading and introduces them to the public library.”*

**Paula Brown** | Director for Great Start Collaborative of Kent County



According to 2022 M-STEP school tests, only 43% of 3rd graders are proficient in English Language Arts or reading. There are many factors that impact childhood literacy rates, and many of them go all the way back to the womb. The greatest amount of brain growth occurs between birth and age five. In fact, by age three, roughly 85% of the brain's core structure is formed. This is why early literacy is so important!





Glasmiri Jaglowski and the Literacy Center of West Michigan received KDL's first Literacy Champion Awards. Jaglowski, a nurse technician at Mary Free Bed Hospital, received the individual award, and The Literacy Center of West Michigan received the organization award. KDL is honored to shine a light on those who go above and beyond to help and inspire readers in all walks of life.

# Literacy Champions

This year, KDL introduced the Literacy Champion Award for outstanding leadership and advocacy of literacy. The award goes to one individual and one organization who does or has done something exceptional to promote literacy. Winners were selected from public nominations by a panel from KDL and its Board of Trustees.



*"Being recognized by other reading enthusiasts is an honor and privilege. KDL has given me the opportunity to be a continuous learner and share my passion with others."*

**Glasmiri Jaglowski** | Nurse technician at Mary Free Bed Hospital



*"Literacy changes not only how we communicate but how we live; it aids our ability to find work, navigate health care and help our children with their education. We so appreciate KDL's partnership and recognition of the importance of providing adult literacy support for our community."*

**Wendy Falb** | Executive director of Literacy Center of West Michigan

*Finalists in the individual category included Rachel DeKuiper (Rockford Public Schools), Rachele McKissick-Harris (Education Beyond the Classroom, LLC), Henry Stallings (Grandville East Elementary) and Carrie Davies (Northview Public Schools). Organization finalists included Men of Color Read, Family Futures - Healthy Families Kent County Program, GV NextEd Co-Lab and Grandville Public Schools.*

*The Literacy Champion Awards were given out at KDL's Literary Libations Gala.*



Since its founding in 1986, the Literacy Center of West Michigan has been working alongside community members as they improve their reading and language skills.



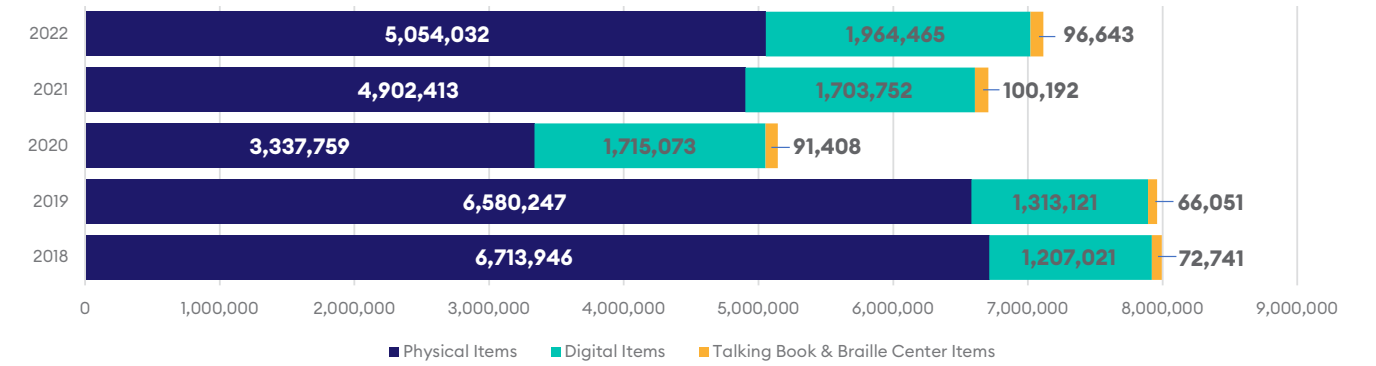
## Return on Investment

Library users saved \$85,199,127 in 2022 by checking out physical materials and digital items. The return on investment for taxpayers is much greater when you add the value derived from using computers, printers, study rooms, programs, outreach services, online databases and the personal service of library staff.

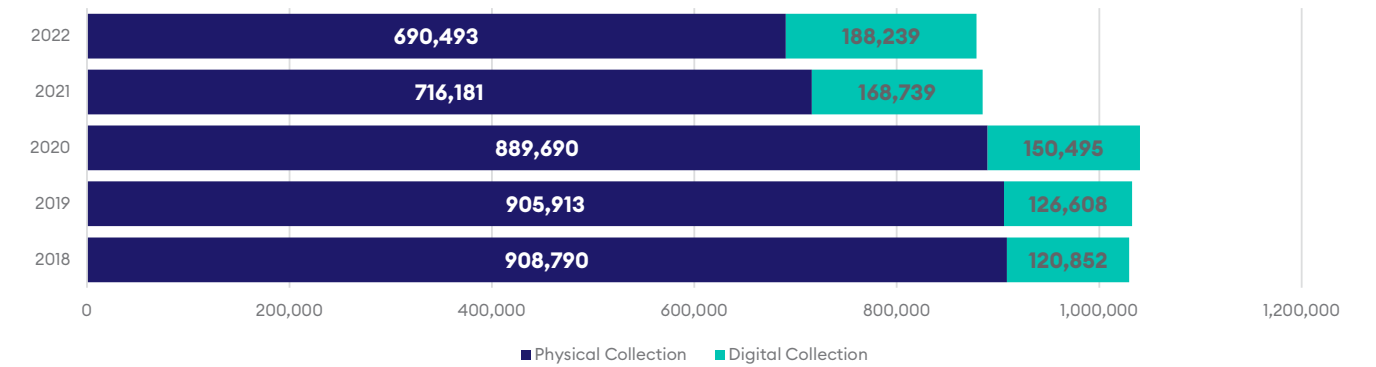
	2021	2022
Physical Items Checked Out (Does Not Include Renewals)	2,728,293	2,747,973
Total Estimated Value of Physical Items Checked Out	\$51,347,428	\$53,416,086
Users Who Checked Out Physical Items	68,334	75,765
<b>Average Value per User for Physical Items</b>	<b>\$751</b>	<b>\$705</b>
Digital Items Checked Out	1,703,752	1,964,465
Total Estimated Value of Digital Items Checked Out	\$27,036,049	\$31,783,041
Users Who Checked Out Digital Items	45,448	49,408
<b>Average Value per User for Digital Items</b>	<b>\$595</b>	<b>\$643</b>
<b>Total Average Value per User for Physical and Digital Items</b>	<b>\$1,346</b>	<b>\$1,348</b>

## System-Wide Statistics

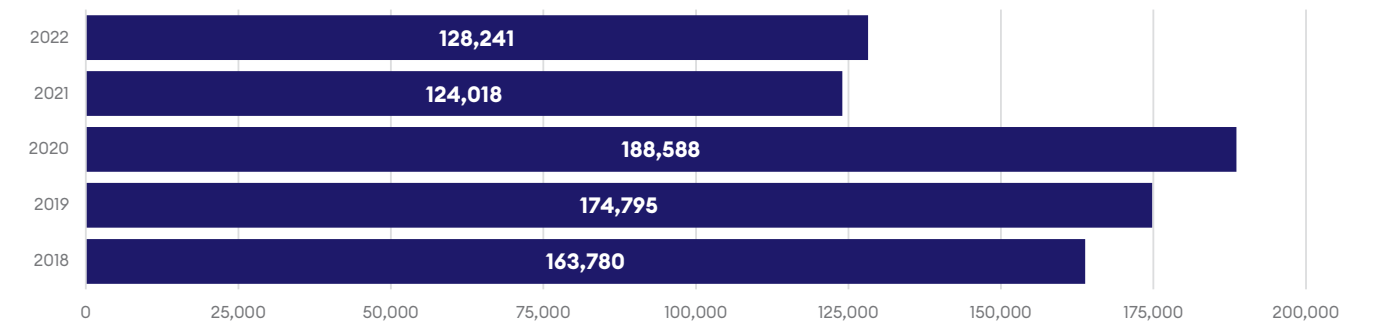
### Physical and Digital Circulation



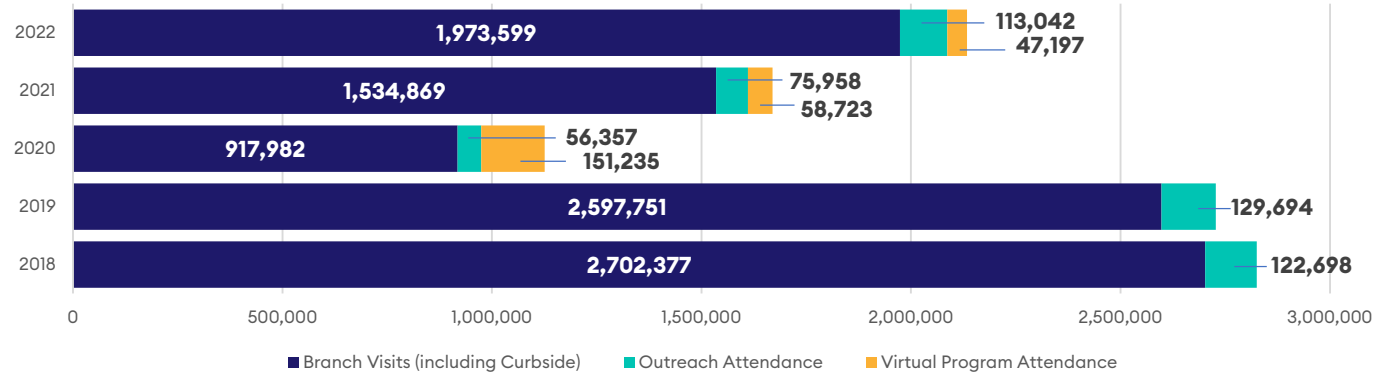
### Collection Items



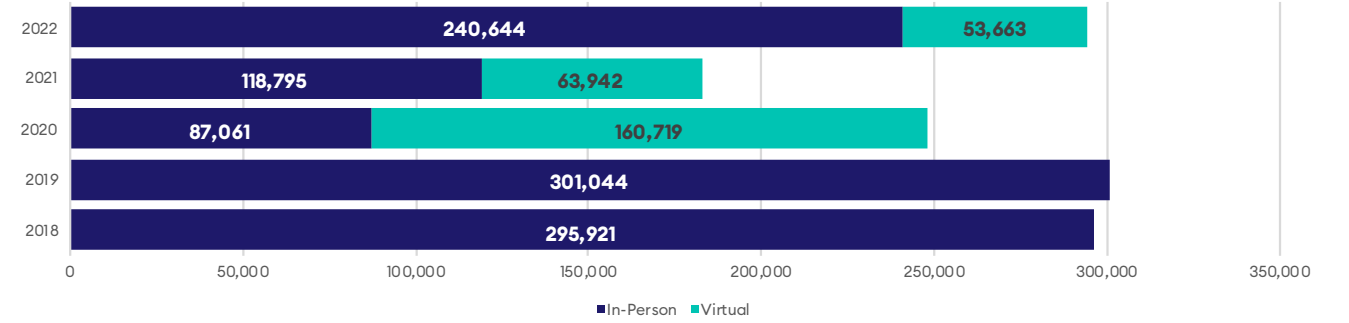
### KDL Active Cardholders



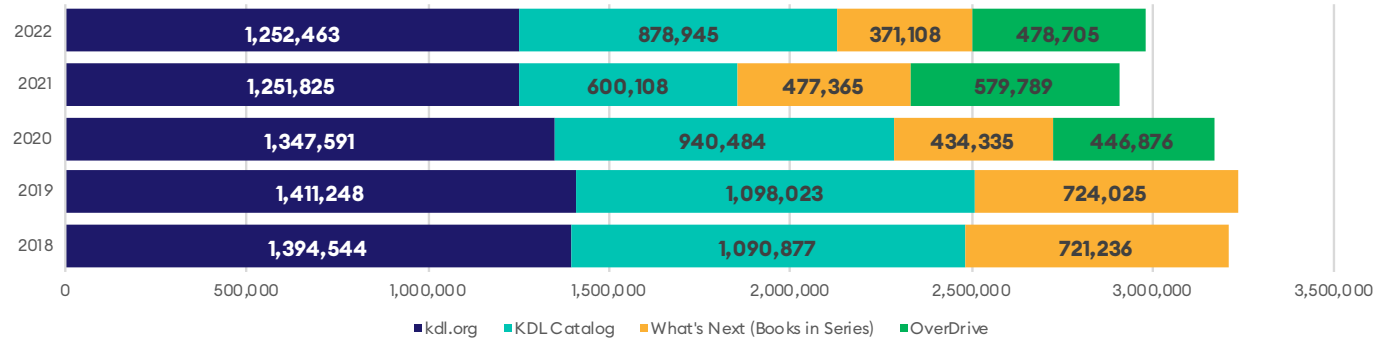
### People Served



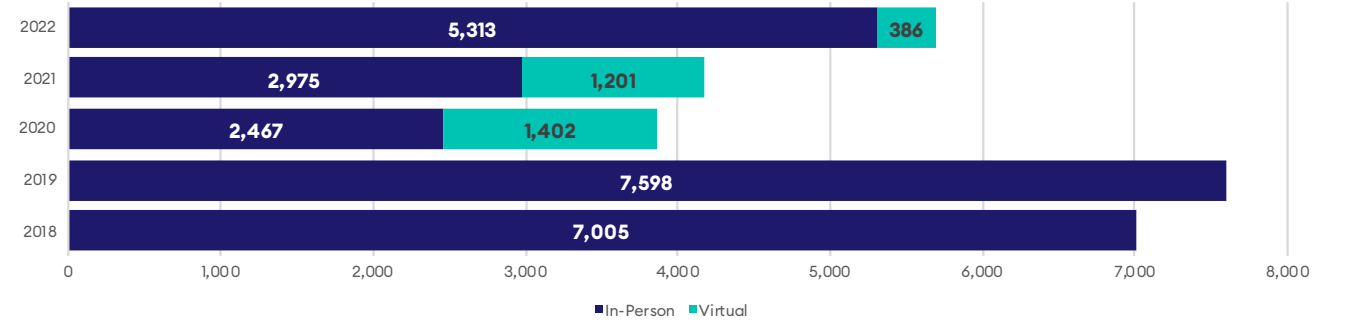
### Program and Outreach Attendance



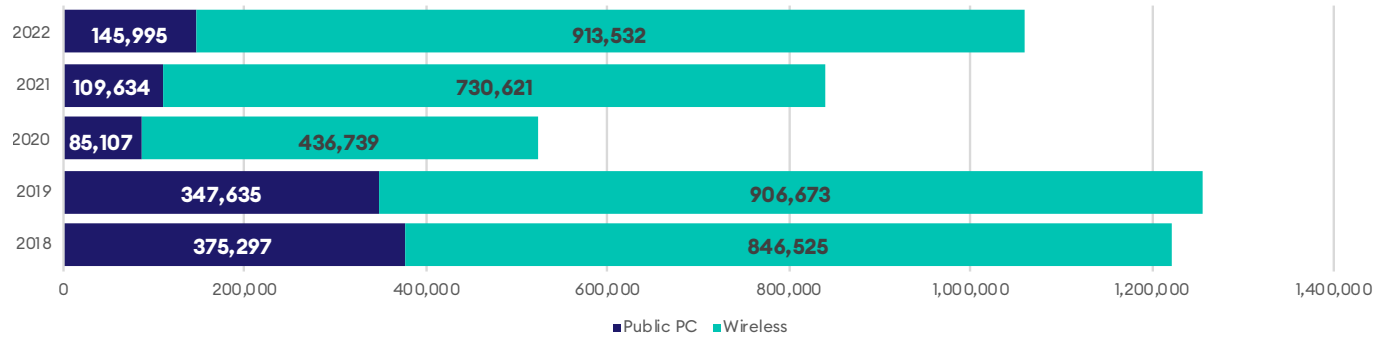
### Online Visits



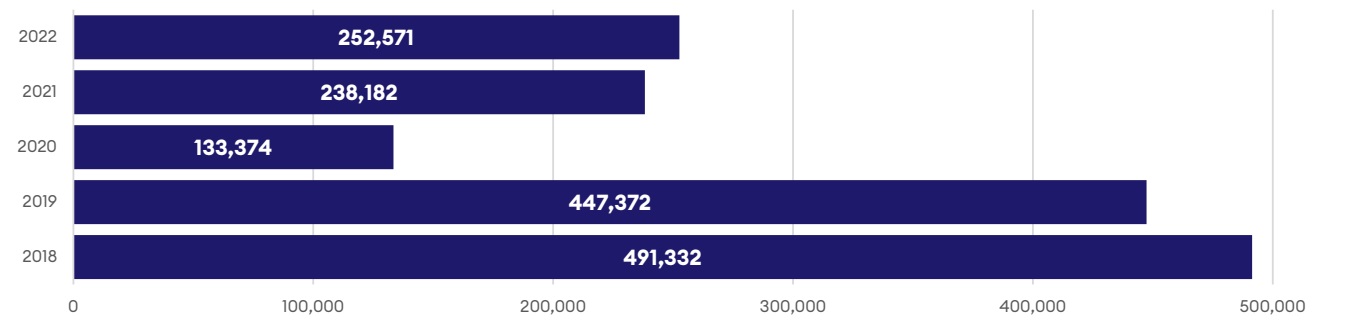
### Program and Outreach Events



### Computer Log-Ins

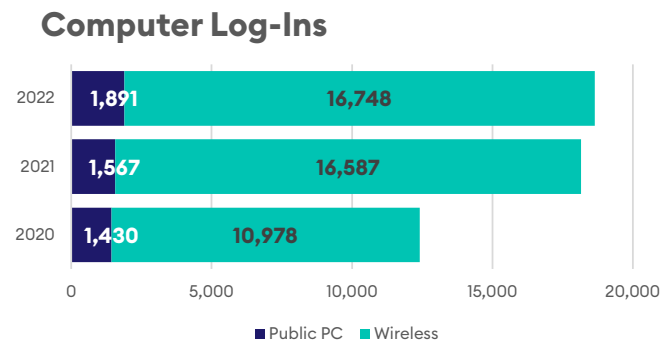
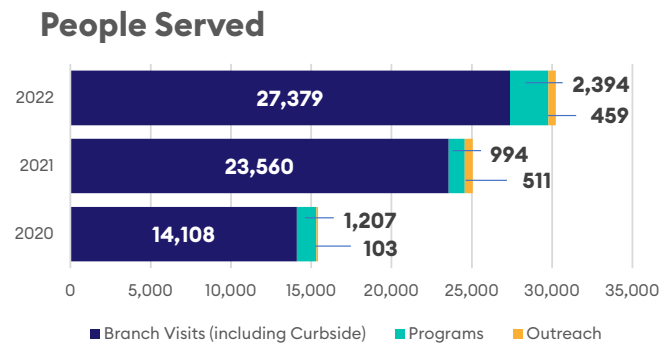
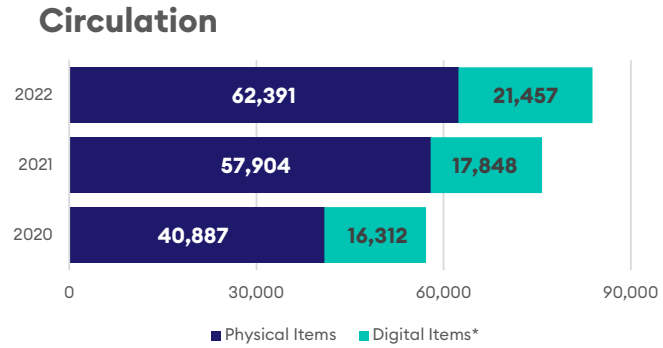


### Reference Questions



# Alpine Township Branch Statistics

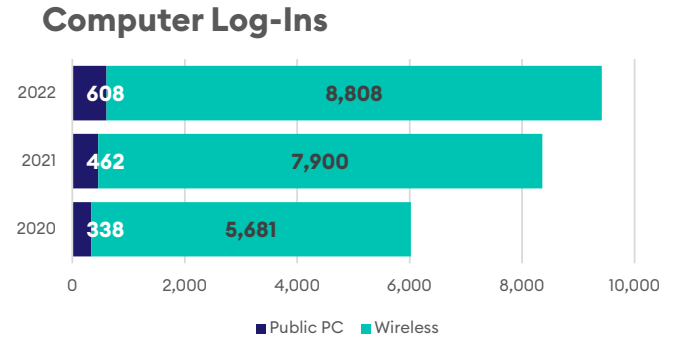
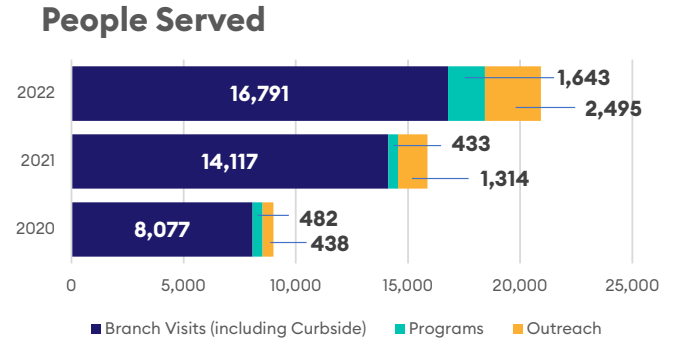
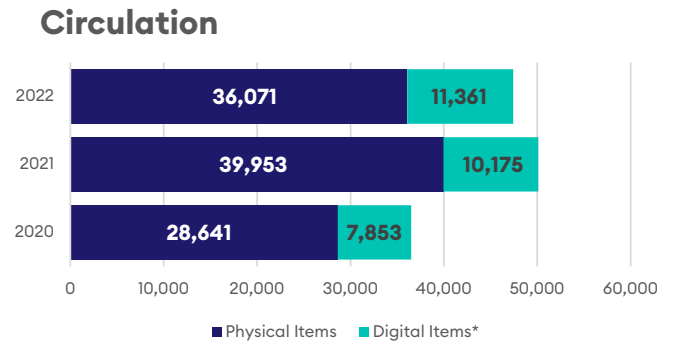
Regional Manager I: .....Liz Knapp  
 Regional Manager II: .....Craig Buno  
 Physical Collection Size: .....9,438 (1.4% of total)  
 Building Size: .....4,862 sq ft  
 Public Computers: .....6  
 Staff: .....4.3 FTEs  
 Open Hours: .....40 hrs/wk



\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Alto Township Branch Statistics

Regional Manager I: .....Sandy Graham  
 Regional Manager II: .....Kurt Lardie  
 Physical Collection Size: .....10,954 (1.6% of total)  
 Building Size: .....5,795 sq ft  
 Public Computers: .....3  
 Staff: .....3.0 FTEs  
 Open Hours: .....38.5 hrs/wk



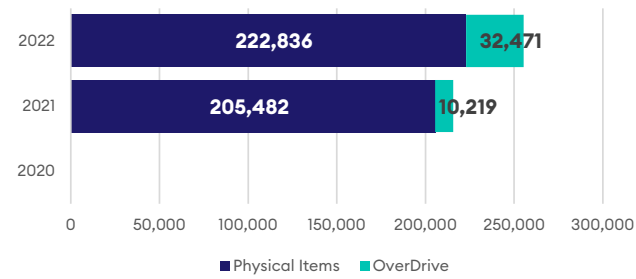
\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Amy Van Andel Library Statistics

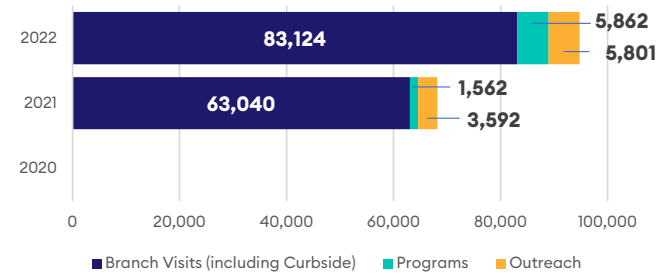
Regional Manager I: .....Scott Ninemeier  
 Regional Manager II: .....Shaunna Martz  
 Physical Collection Size: .....23,507 (3.4% of total)  
 Building Size: .....25,786 sq ft  
 Public Computers: .....8  
 Staff: .....8.9 FTEs  
 Open Hours: .....49 hrs/wk



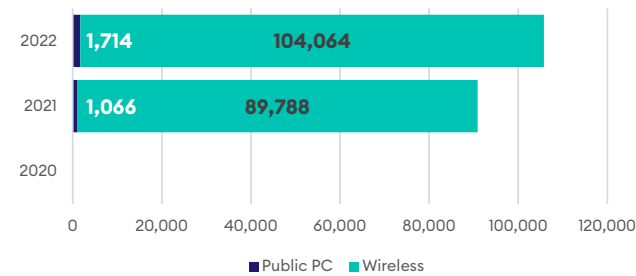
## Circulation



## People Served



## Computer Log-Ins



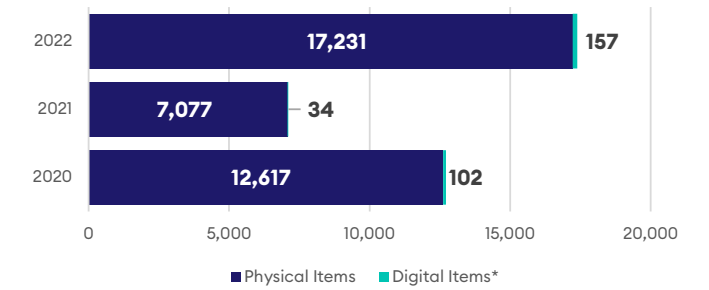
\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Bookmobile Statistics

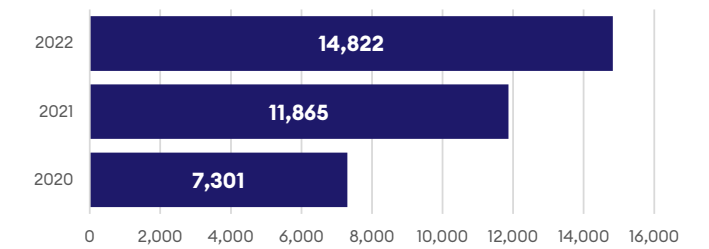
Community Engagement  
 Manager: .....Sara Proaño  
 Physical Collection Size: .....6,247 (0.9% of total)  
 Vehicle Size: .....306 sq ft  
 Public Computers: .....0  
 Staff: .....3.0 FTEs  
 Open Hours: .....Varies



## Circulation



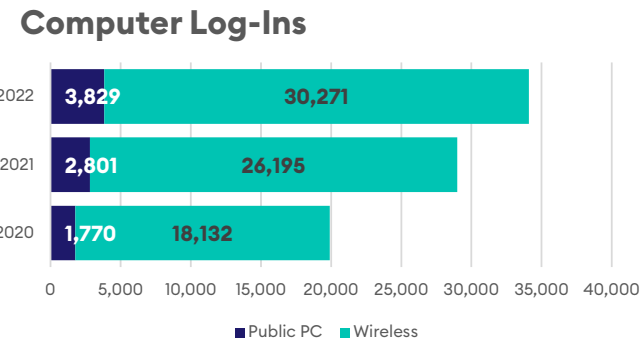
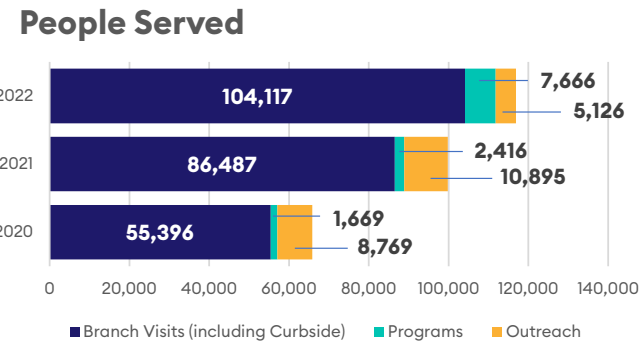
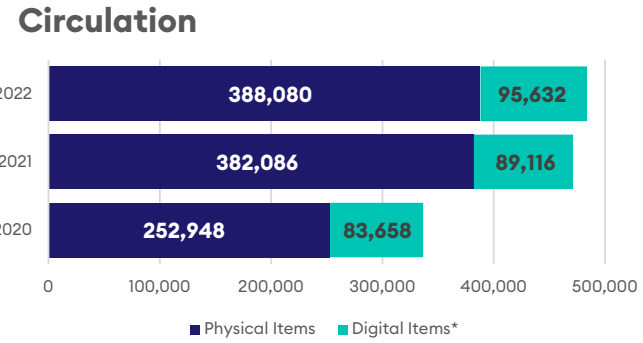
## People Served



\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Byron Township Branch Statistics

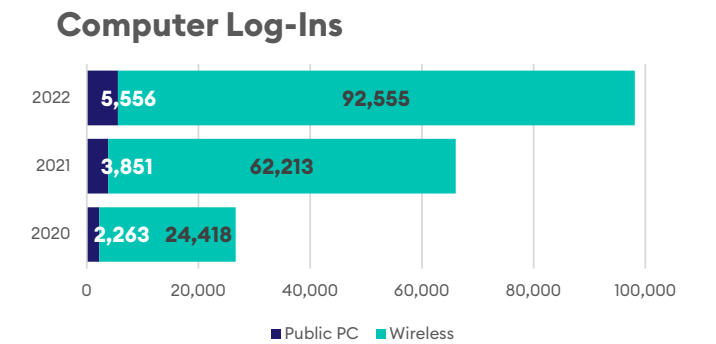
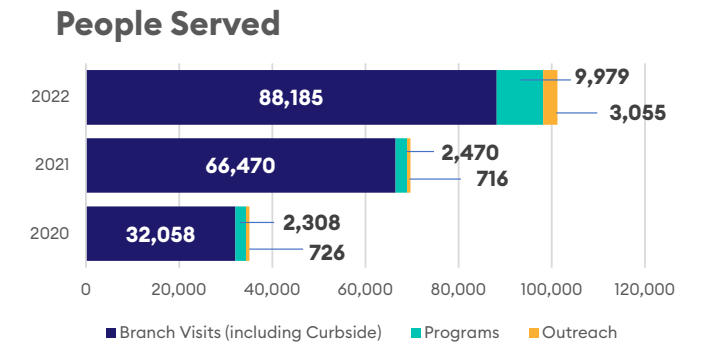
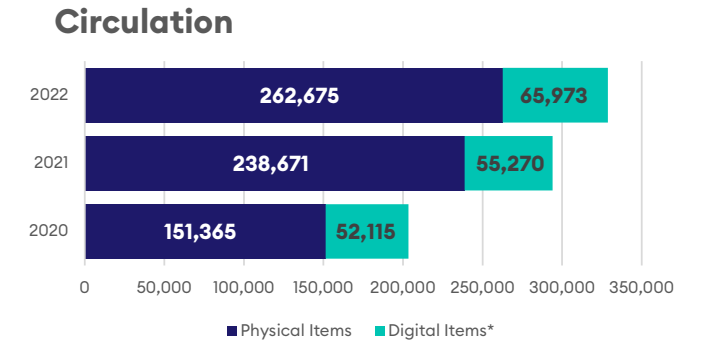
Regional Manager I: .....Josh Bernstein  
 Regional Manager II: .....Eric DeHaan  
 Physical Collection Size: .....45,028 (6.5% of total)  
 Building Size: .....13,600 sq ft  
 Public Computers: .....7  
 Staff: .....9.2 FTEs  
 Open Hours: .....54.5 hrs/wk



\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Caledonia Township Branch Statistics

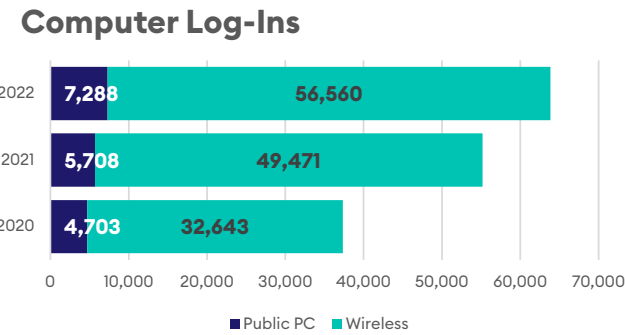
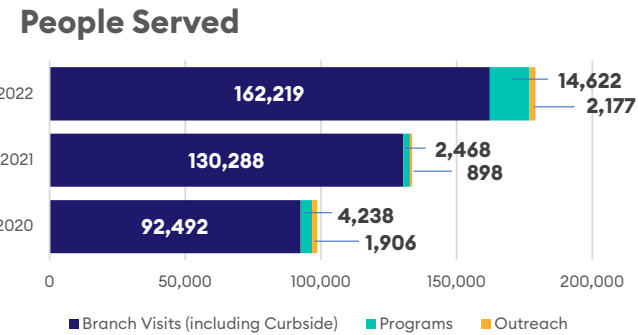
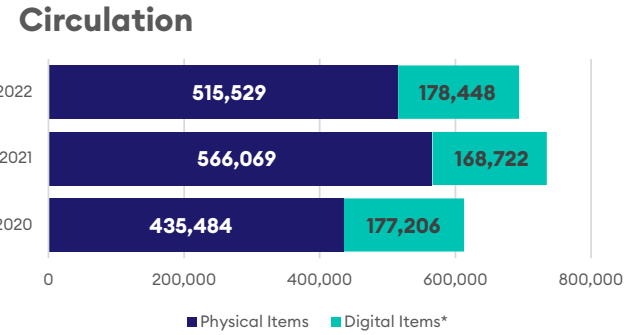
Regional Manager I: .....Lulu Brown  
 Regional Manager II: .....Ashley Smolinski  
 Physical Collection Size: .....28,919 (4.2% of total)  
 Building Size: .....15,464 sq ft  
 Public Computers: .....14  
 Staff: .....8.0 FTEs  
 Open Hours: .....49 hrs/wk



\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

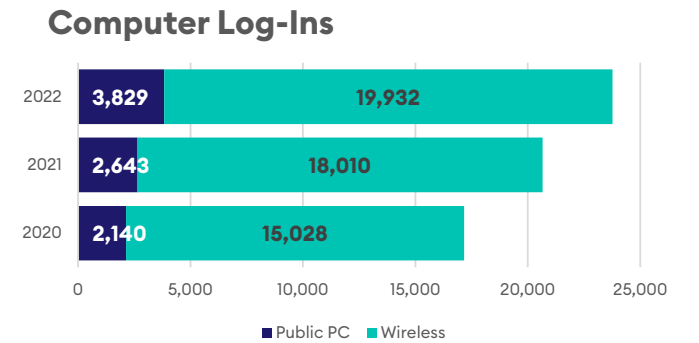
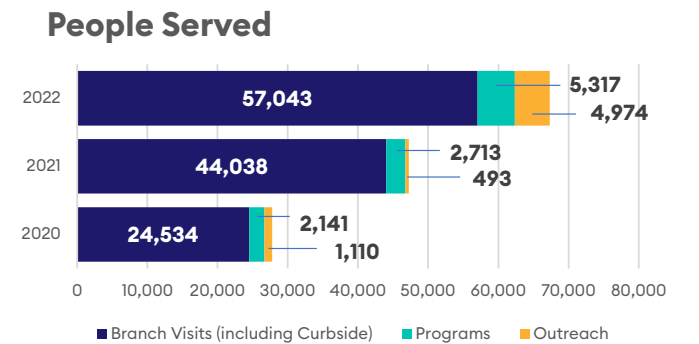
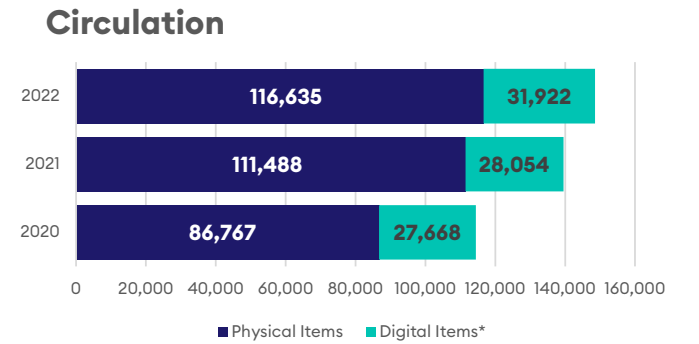
# Cascade Township Branch Statistics

Regional Manager I: .....Lulu Brown  
 Regional Manager II: .....Ashley Smolinski  
 Physical Collection Size: .....71,457 (10.3% of total)  
 Building Size: .....30,400 sq ft  
 Public Computers: .....12  
 Staff: .....17.6 FTEs  
 Open Hours: .....62 hrs/wk



# Comstock Park Branch Statistics

Regional Manager I: .....Penni Zurgable  
 Regional Manager II: .....Tricia Hetrick  
 Physical Collection Size: .....15,945 (2.3% of total)  
 Building Size: .....4,095 sq ft  
 Public Computers: .....7  
 Staff: .....6.8 FTEs  
 Open Hours: .....45.5 hrs/wk

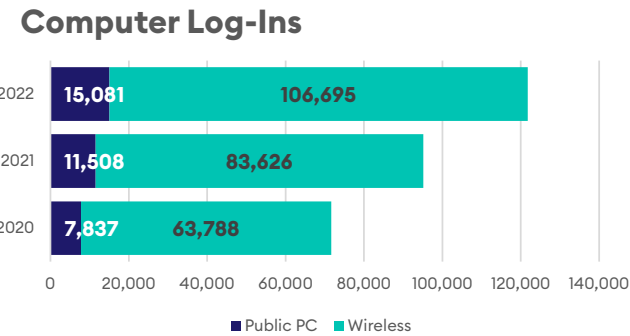
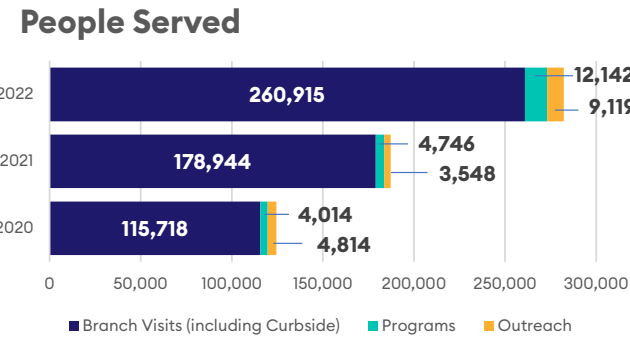
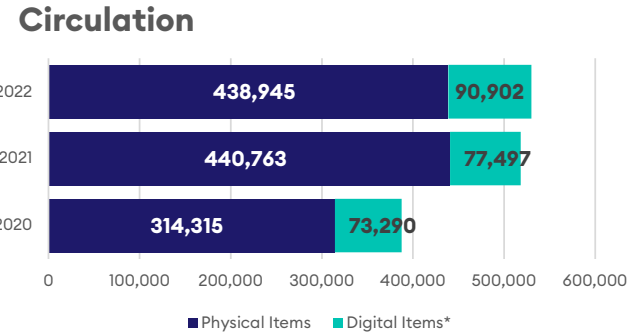


\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# East Grand Rapids Branch Statistics

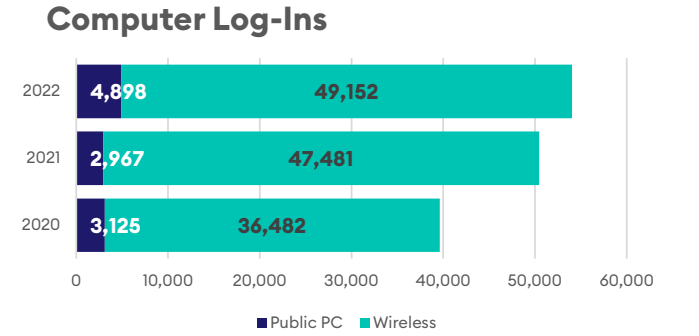
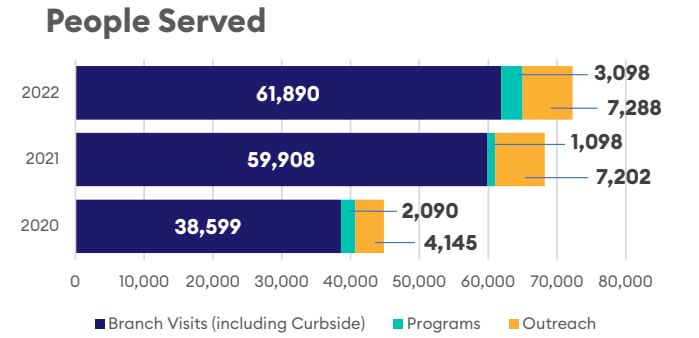
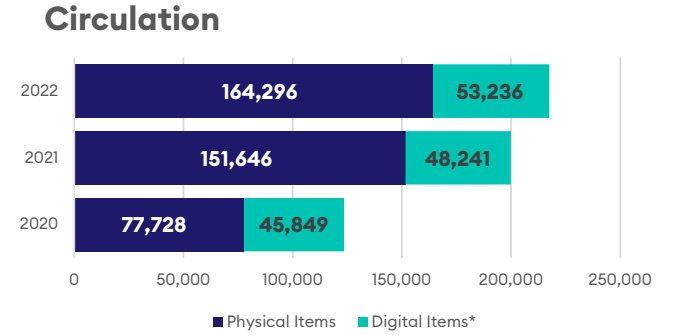
Regional Manager I: .....Scott Ninemeier  
 Regional Manager II: .....Shaunna Martz  
 Physical Collection Size: .....49,392 (7.2% of total)  
 Building Size: .....26,950 sq ft  
 Public Computers: .....18  
 Staff: .....14.0 FTEs  
 Open Hours: .....62 hrs/wk



\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Englehardt (Lowell) Branch Statistics

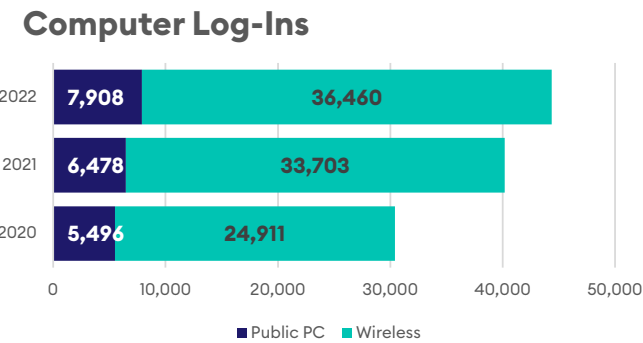
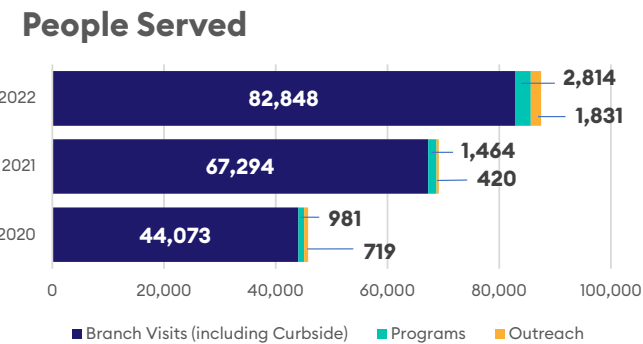
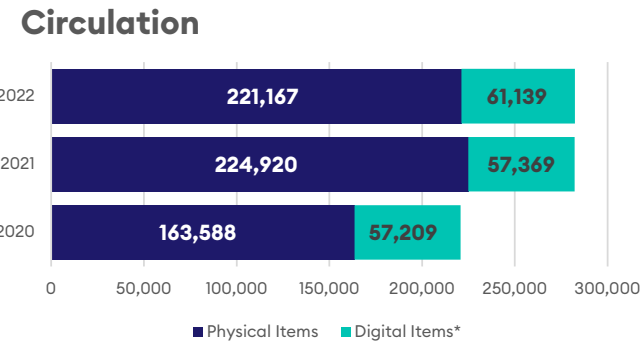
Regional Manager I: .....Sandy Graham  
 Regional Manager II: .....Kurt Lardie  
 Physical Collection Size: .....24,750 (3.6% of total)  
 Building Size: .....8,771 sq ft  
 Public Computers: .....12  
 Staff: .....7.6 FTEs  
 Open Hours: .....46.5 hrs/wk



\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Gaines Township Branch Statistics

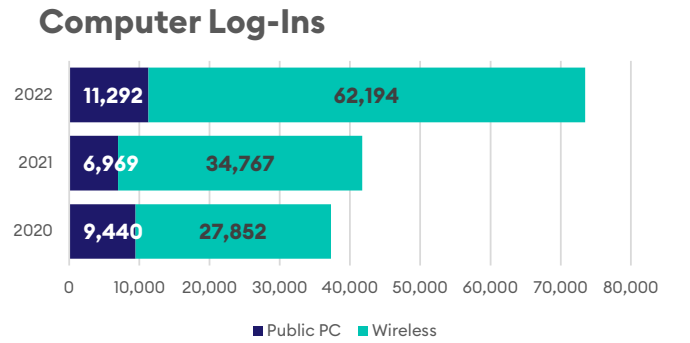
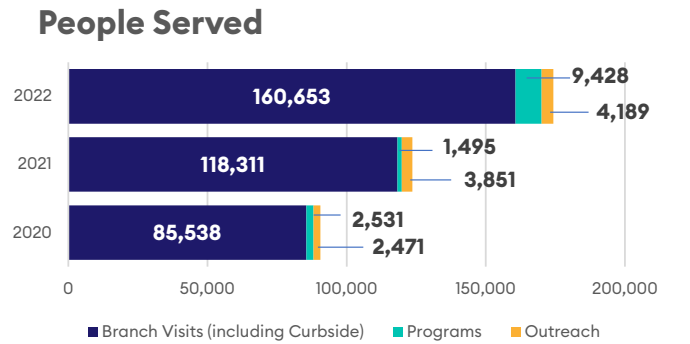
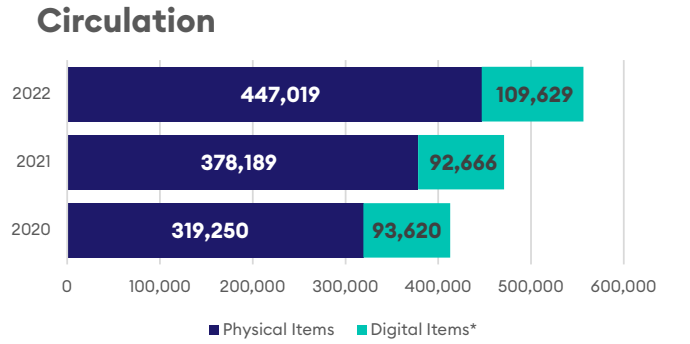
Regional Manager I: .....Kiosha Jeltema  
 Regional Manager II: .....Angela Culp  
 Physical Collection Size: .....34,428 (5.0% of total)  
 Building Size: .....10,400 sq ft  
 Public Computers: .....18  
 Staff: .....8.8 FTEs  
 Open Hours: .....54 hrs/wk



\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Grandville Branch Statistics

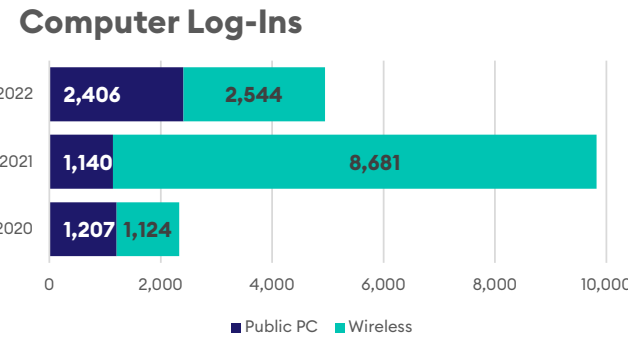
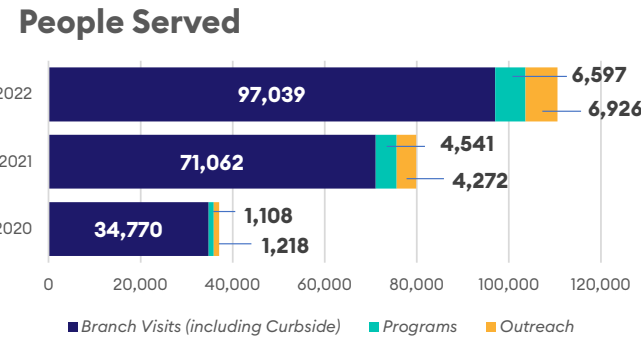
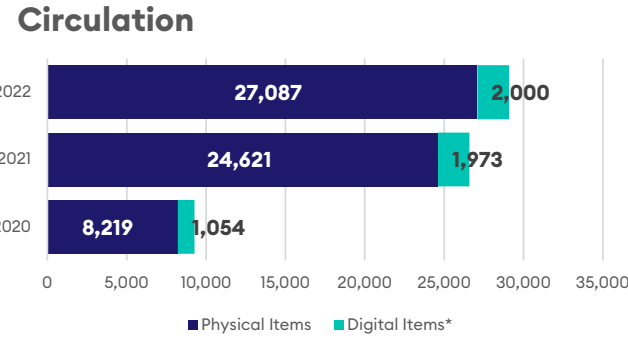
Regional Manager I: .....Josh Bernstein  
 Regional Manager II: .....Eric DeHaan  
 Physical Collection Size: .....55,032 (8.0% of total)  
 Building Size: .....26,535 sq ft  
 Public Computers: .....15  
 Staff: .....13.2 FTEs  
 Open Hours: .....62 hrs/wk



\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

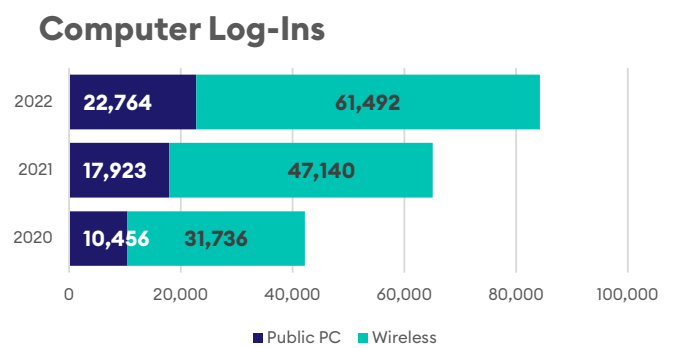
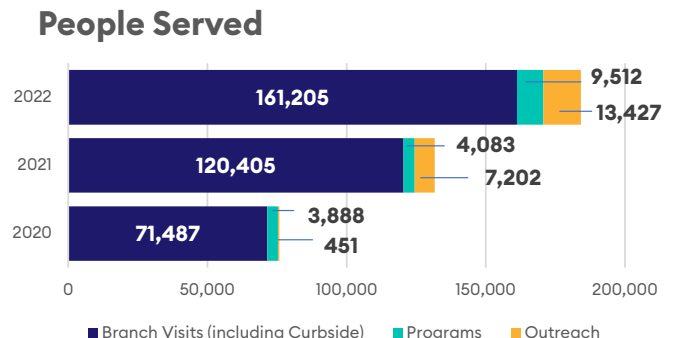
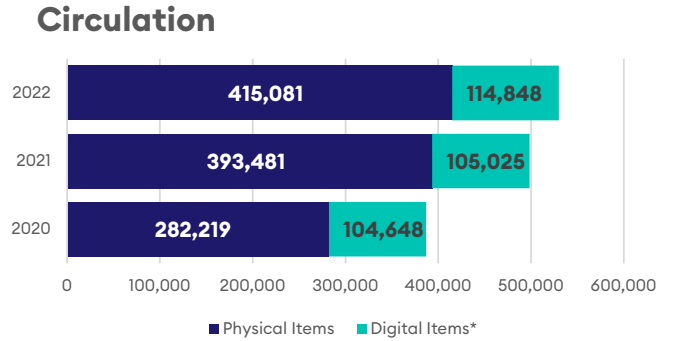
# Kelloggsville Branch Statistics

Regional Manager I: .....Anjie Gleisner  
 Regional Manager II: .....Karen Small  
 Physical Collection Size: .....8,973 (1.3% of total)  
 Building Size: .....6,500 sq ft  
 Public Computers: .....3  
 Staff: .....2.9 FTEs  
 Open Hours, School Year: ....14.5 hrs/wk  
 Open Hours, Summer: .....31 hrs/wk



# Kentwood (Richard L. Root) Branch Statistics

Regional Manager I: .....Kiosha Jeltema  
 Regional Manager II: .....Angela Culp  
 Physical Collection Size: .....60,701 (8.8% of total)  
 Building Size: .....45,489 sq ft  
 Public Computers: .....40  
 Staff: .....15.4 FTEs  
 Open Hours: .....62 hrs/wk



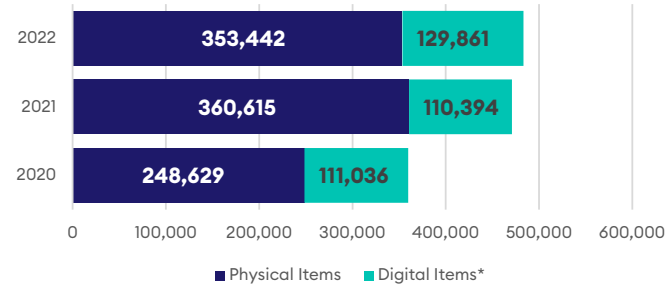
\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

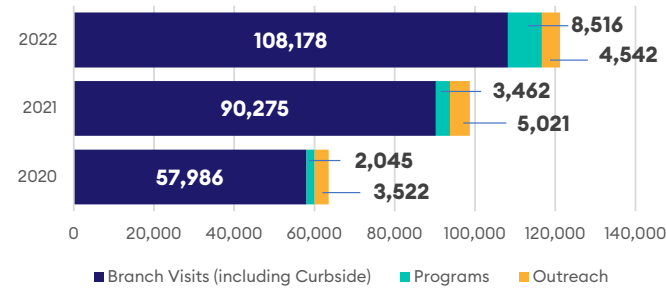
# Krause Memorial (Rockford) Branch Statistics

Regional Manager I: .....Jennifer German  
 Regional Manager II: .....Laura Youells  
 Physical Collection Size: .....39,029 (5.7% of total)  
 Building Size: .....9,500 sq ft  
 Public Computers: .....10  
 Staff: .....10.4 FTEs  
 Open Hours: .....54.5 hrs/wk

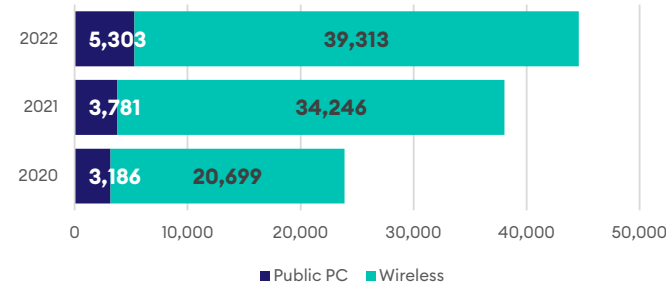
## Circulation



## People Served



## Computer Log-Ins

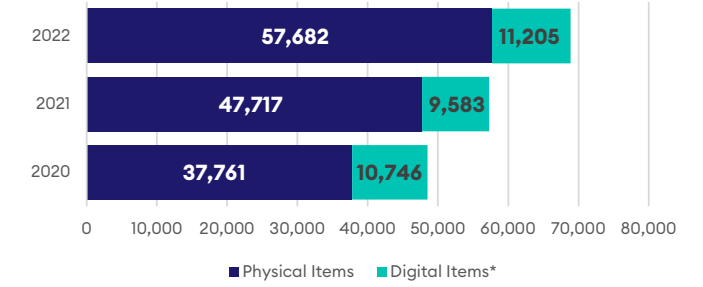


\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

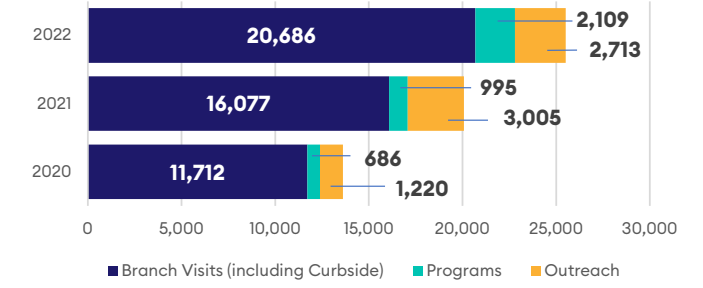
# Nelson Township Branch Statistics

Regional Manager I: .....Jennifer German  
 Regional Manager II: .....Laura Youells  
 Physical Collection Size: .....15,114 (2.2% of total)  
 Building Size: .....8,736 sq ft  
 Public Computers: .....12  
 Staff: .....4.3 FTEs  
 Open Hours: .....42 hrs/wk

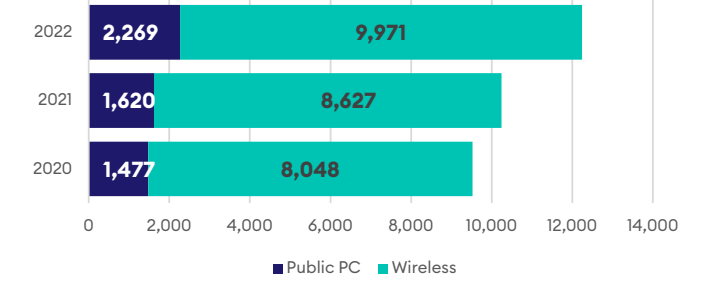
## Circulation



## People Served



## Computer Log-Ins

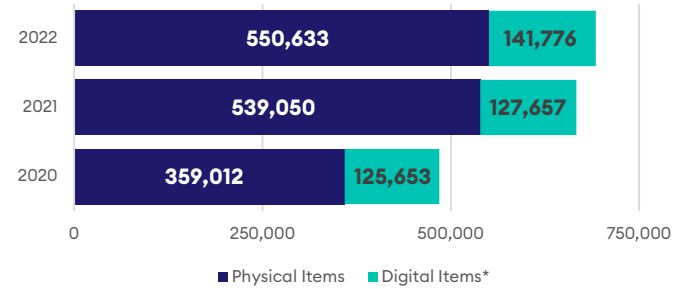


\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

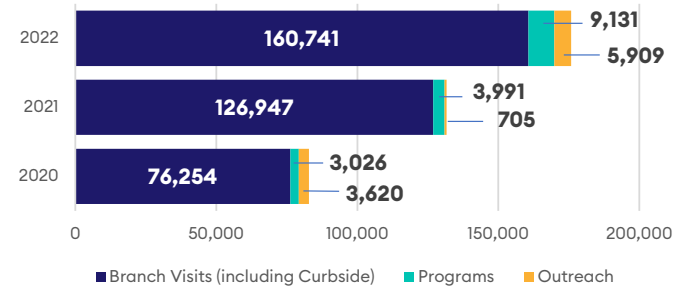
# Plainfield Township Branch Statistics

Regional Manager I: .....Penni Zurgable  
 Regional Manager II: .....Tricia Hetrick  
 Physical Collection Size: .....70,023 (10.1% of total)  
 Building Size: .....26,420 sq ft  
 Public Computers: .....20  
 Staff: .....14.4 FTEs  
 Open Hours: .....62 hrs/wk

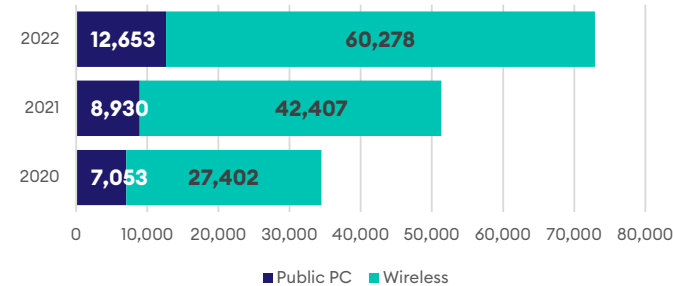
## Circulation



## People Served



## Computer Log-Ins

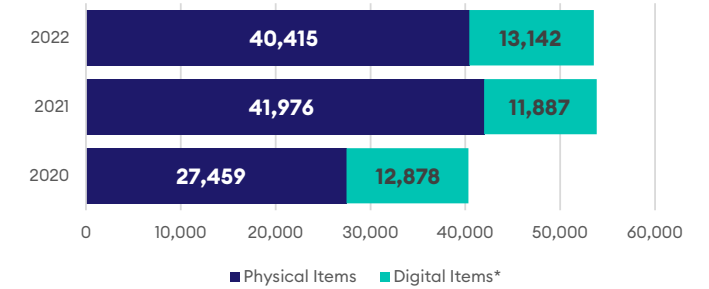


\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

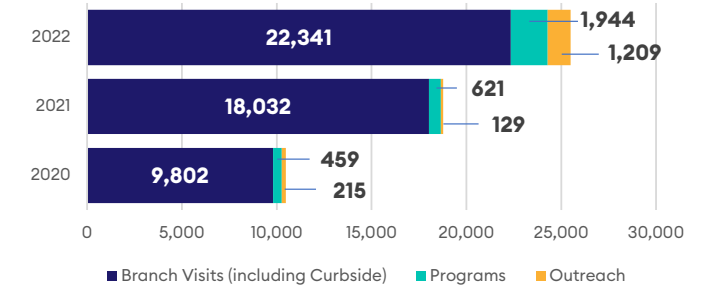
# Spencer Township Branch Statistics

Regional Manager I: .....Jennifer German  
 Regional Manager II: .....Laura Youells  
 Physical Collection Size: .....9,518 (1.4% of total)  
 Building Size: .....2,000 sq ft  
 Public Computers: .....6  
 Staff: .....4.0 FTEs  
 Open Hours: .....40 hrs/wk

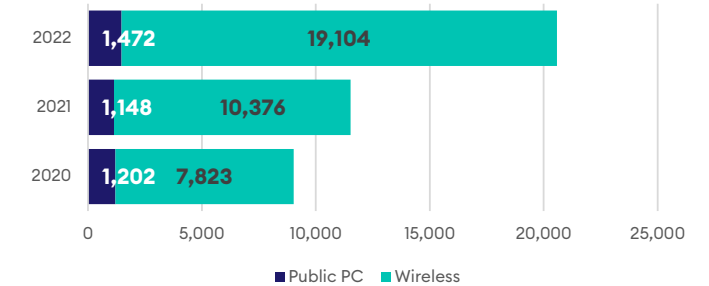
## Circulation



## People Served



## Computer Log-Ins

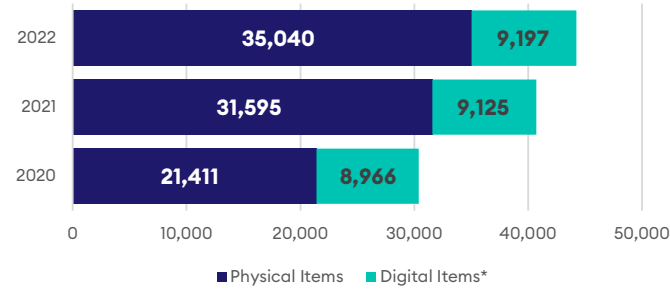


\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

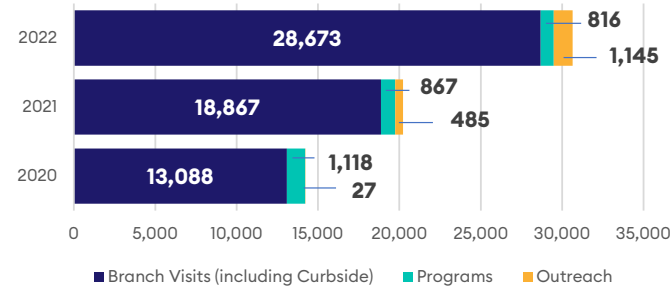
# Tyrone Township Branch Statistics

Regional Manager I: .....Liz Knapp  
 Regional Manager II: .....Craig Buno  
 Physical Collection Size: .....9,034 (1.3% of total)  
 Building Size: .....4,239 sq ft  
 Public Computers: .....7  
 Staff: .....4.3 FTEs  
 Open Hours: .....35.5 hrs/wk

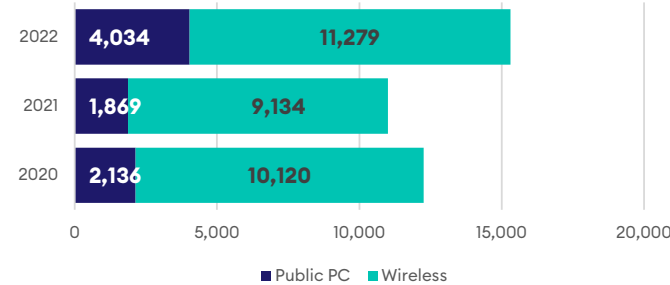
## Circulation



## People Served



## Computer Log-Ins

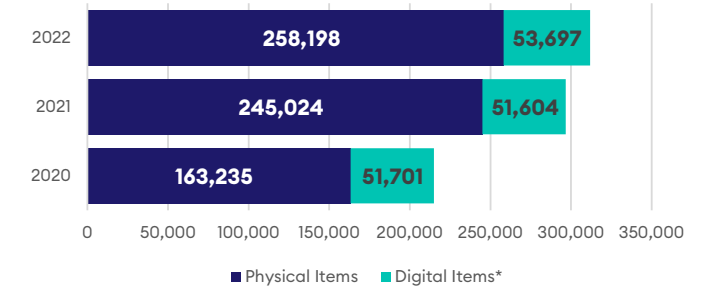


\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

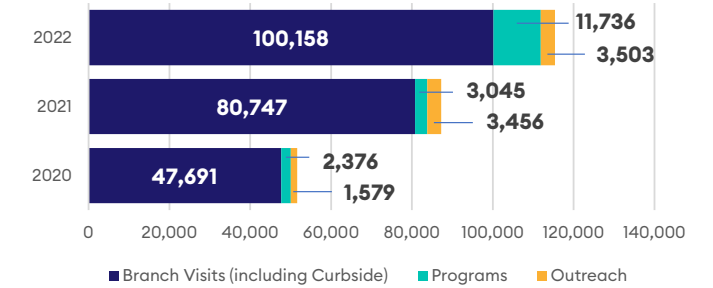
# Walker Branch Statistics

Regional Manager I: .....Liz Knapp  
 Regional Manager II: .....Craig Buno  
 Physical Collection Size: .....37,480 (5.4% of total)  
 Building Size: .....8,898 sq ft  
 Public Computers: .....11  
 Staff: .....7.8 FTEs  
 Open Hours: .....57 hrs/wk

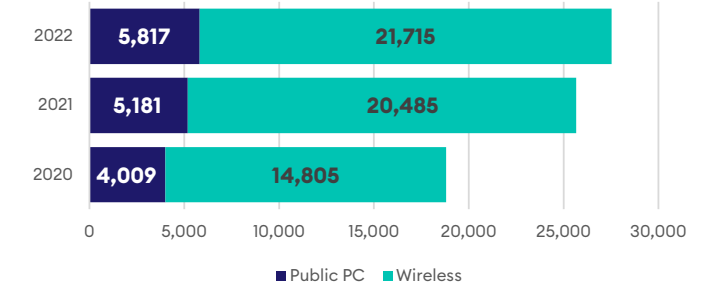
## Circulation



## People Served



## Computer Log-Ins



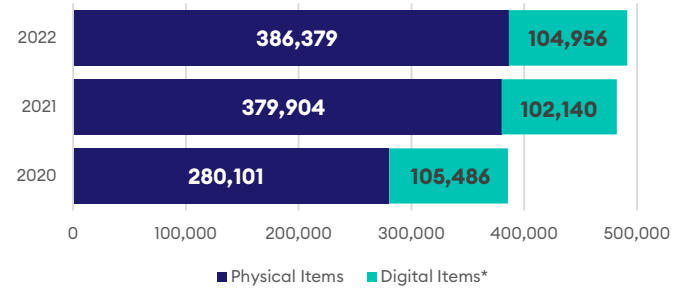
\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Wyoming Branch Statistics

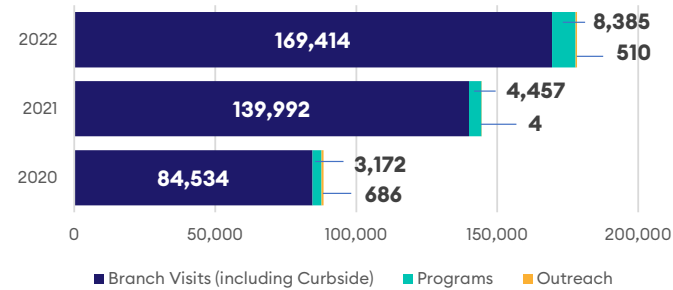
Regional Manager I: .....Anjie Gleisner  
 Regional Manager II: .....Karen Small  
 Physical Collection Size: .....58,539 (8.5% of total)  
 Building Size: .....48,950 sq ft  
 Public Computers: .....23  
 Staff: .....18.7 FTEs  
 Open Hours: .....62 hrs/wk



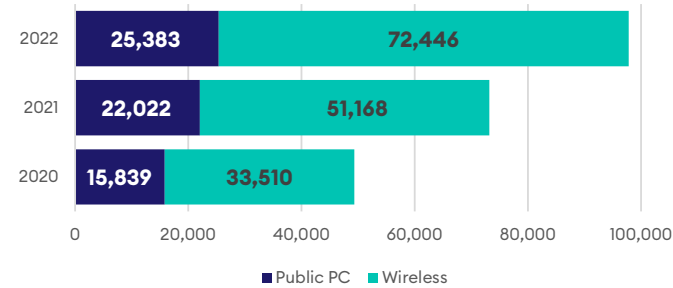
## Circulation



## People Served



## Computer Log-Ins



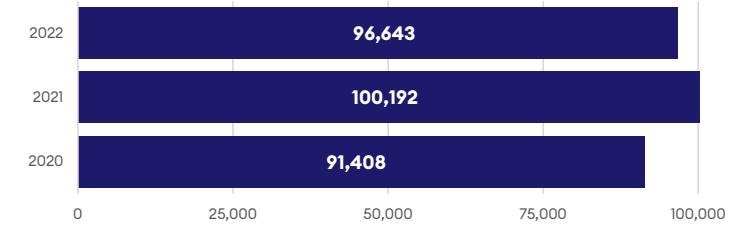
\*2020 data is a combination of cloudLibrary and OverDrive and 2021-2022 is OverDrive only. Does not include hoopla and other digital resources.

# Talking Book and Braille Center

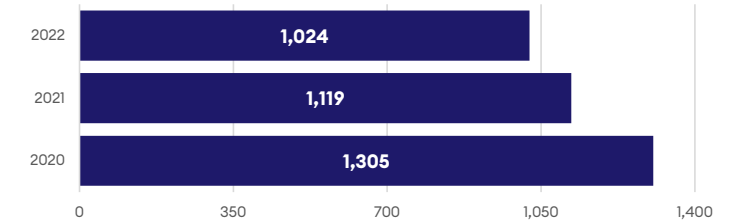
Accessibility and Inclusion Specialist:  
 Shelley Roossien

The Talking Book & Braille Center (TBBC) is a national program that provides accessible reading material to anyone who cannot read standard print because of a visual or physical impairment. Kent District Library's TBBC serves Kent, Ionia and Montcalm counties under the direction of the Bureau of Services for Blind Persons Braille & Talking Book Library. In addition to providing Braille and audio materials (including audiobooks, described movies and audio magazines) to TBBC patrons, KDL has a suite of adaptive technology that includes a CCTV, a Braille embosser, a text-to-speech scanner and an accessible computer equipped with a large print keyboard, screen reading and Braille translation software packages.

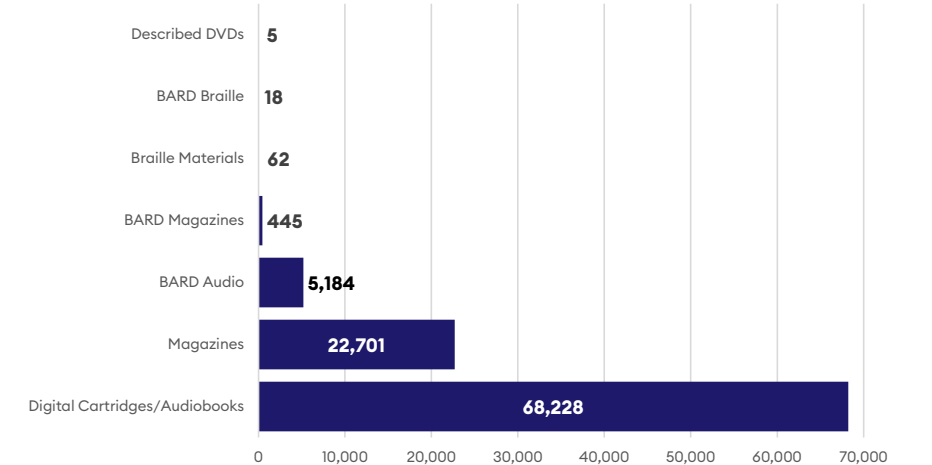
## Circulation



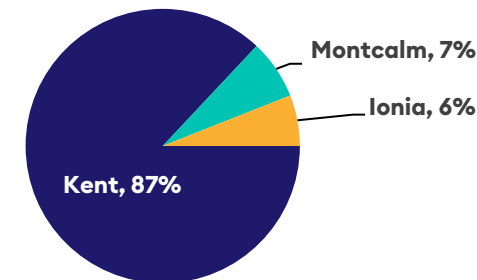
## Active Borrowers



## Circulation by Item Type



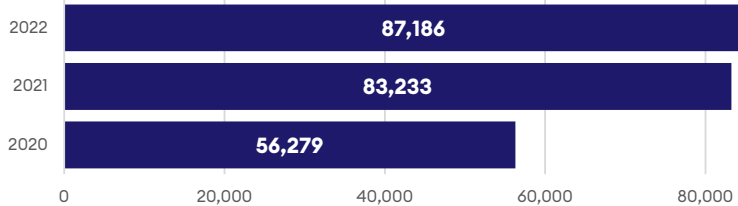
## Borrowers by County



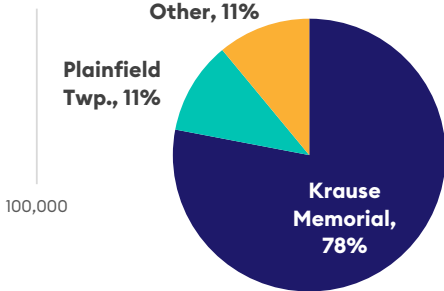
# Municipalities in the Kent District Service Area

# Municipalities in the Kent District Service Area

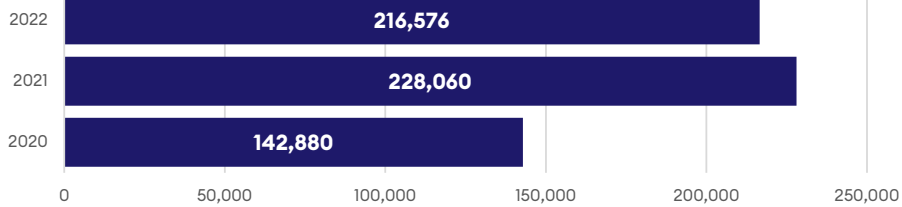
**Circulation by Algoma Township Residents**



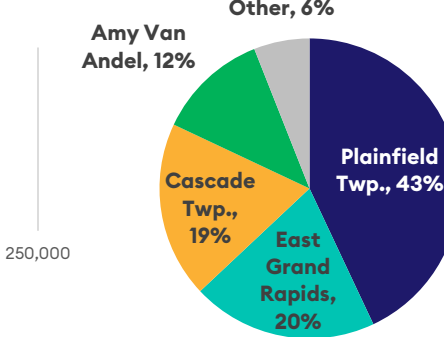
**Preferred KDL Location**



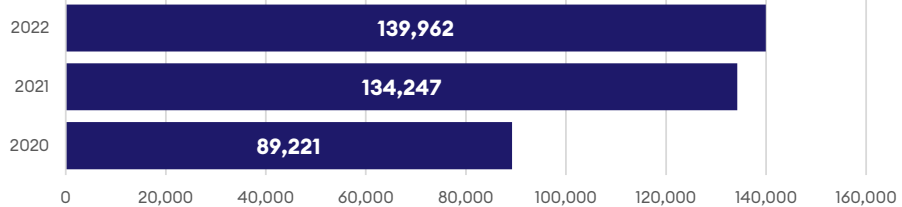
**Circulation by Grand Rapids Township Residents**



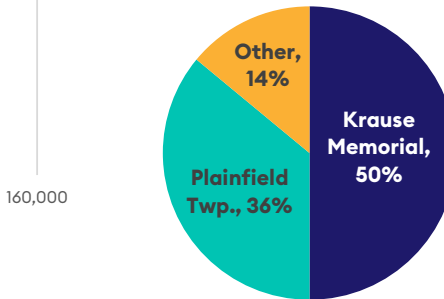
**Preferred KDL Location**



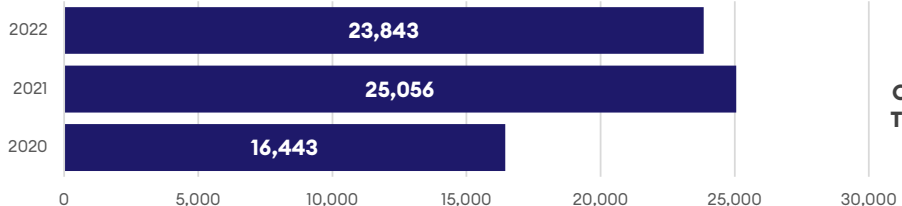
**Circulation by Cannon Township Residents**



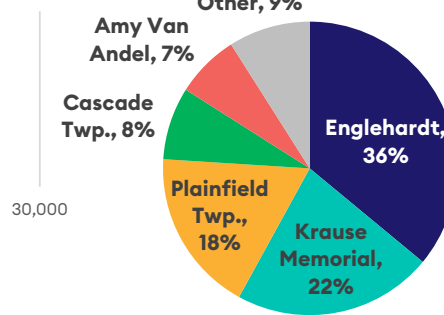
**Preferred KDL Location**



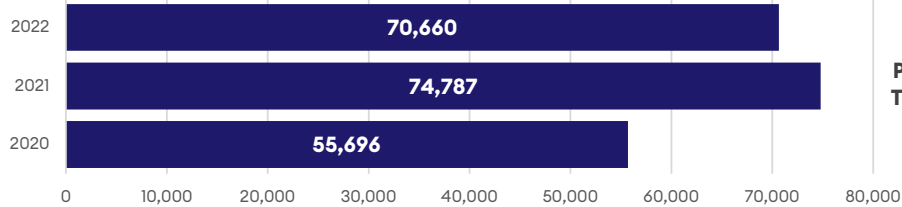
**Circulation by Grattan Township Residents**



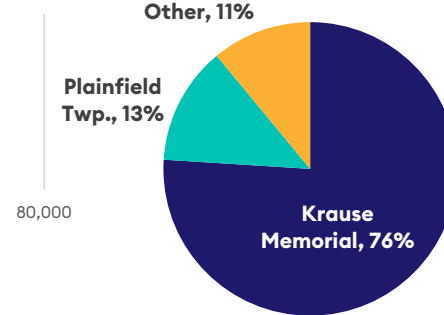
**Preferred KDL Location**



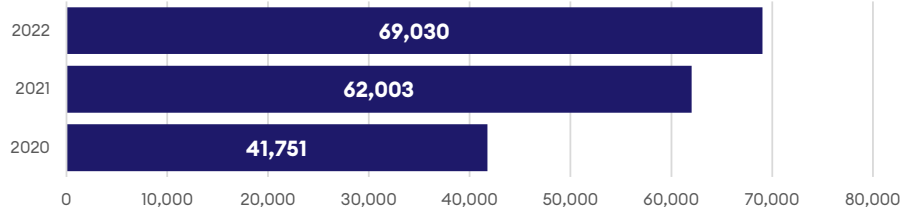
**Circulation by Courtland Township Residents**



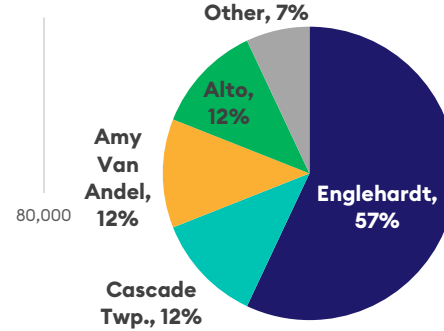
**Preferred KDL Location**



**Circulation by Lowell Township Residents**

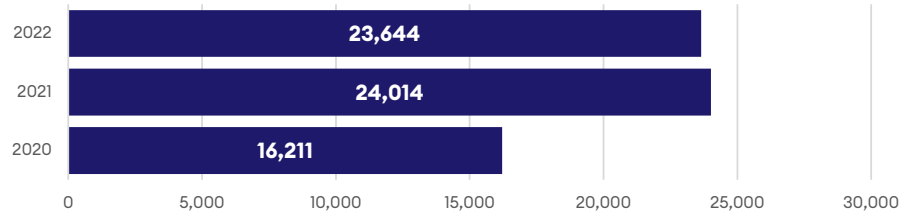


**Preferred KDL Location**

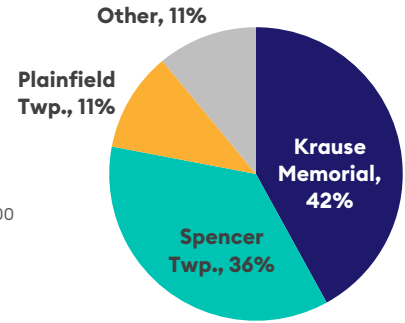


# Municipalities in the Kent District Service Area

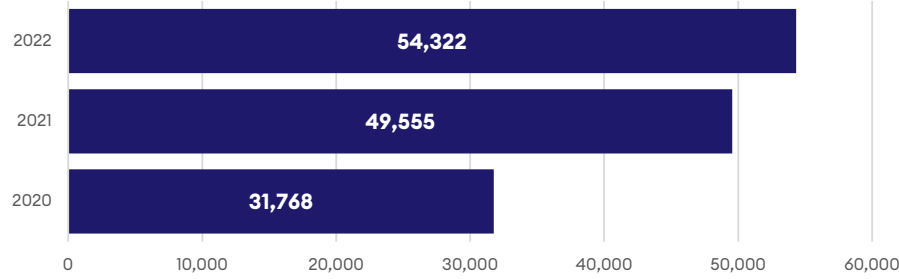
### Circulation by Oakfield Township Residents



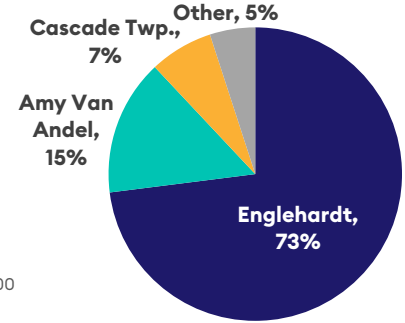
### Preferred KDL Location



### Circulation by Vergennes Township Residents

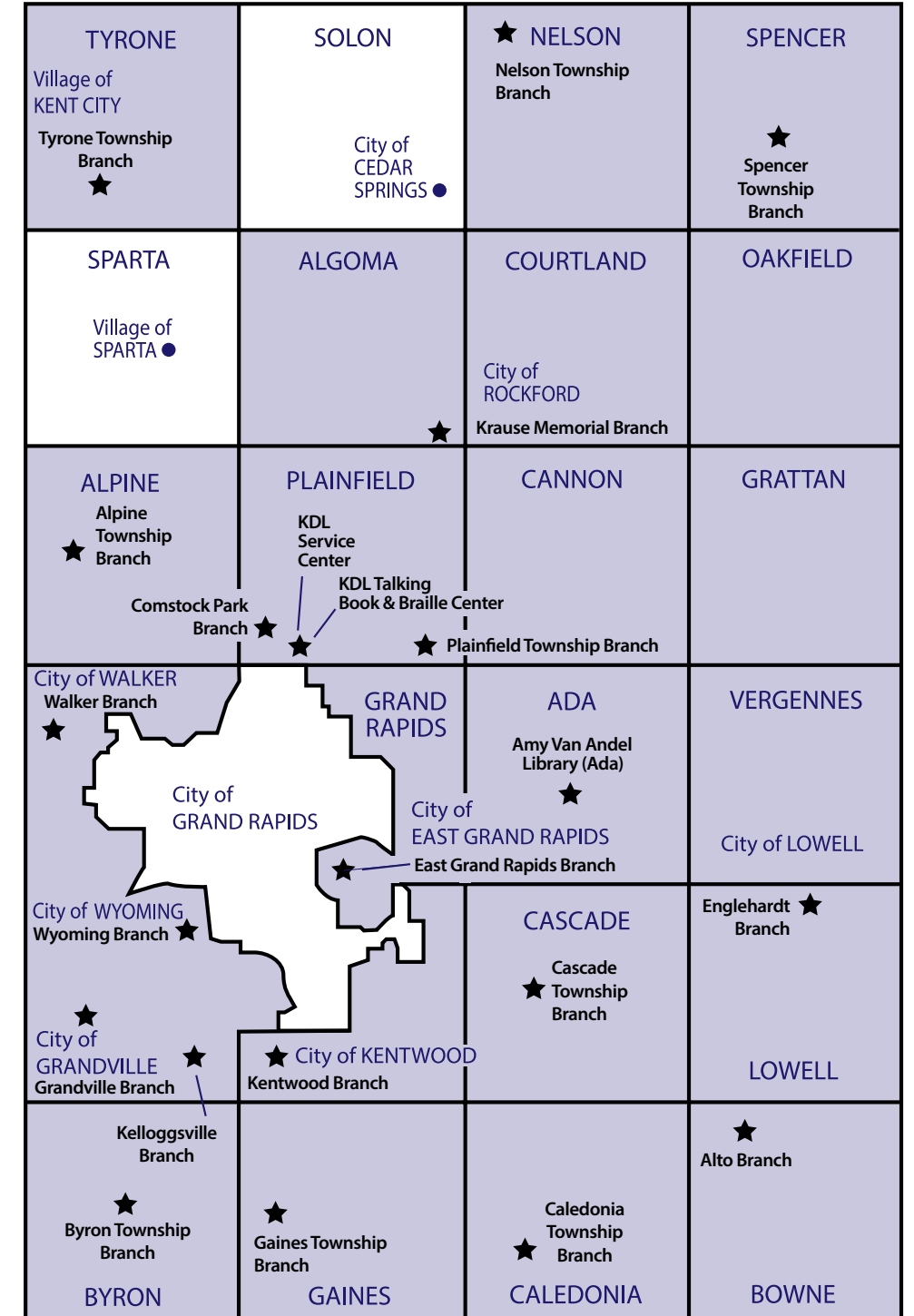


### Preferred KDL Location



# Kent District Library Service Area

The KDL service area includes all of Kent County except for the City of Grand Rapids, City of Cedar Springs, Solon Township, Sparta Township, the Village of Sparta and the portion of Bowne and Caledonia Townships within the Thornapple Kellogg school district.



## Peer Comparison - National (2020 Institute of Museum and Library Services data)

<i>Kent District Library ranks #1 for physical circulation, library visits and program attendance per capita compared to budget and population peer libraries</i>					Per Capita Data								
					Operating Expenditures	Physical Circulation	Circulation of Electronic Materials	Library Visits	Program Attendance	Public Internet Users	Wi-Fi Sessions	Books	Collection Expense
Library	City	ST	Population of Legal Service Area	Total Operating Expenditures (millions)									
<b>Kent District Library</b>	<b>Comstock Park</b>	<b>MI</b>	<b>395,660</b>	<b>\$23.6</b>	<b>\$60</b>	<b>16.8</b>	<b>2.6</b>	<b>6.6</b>	<b>1.2</b>	<b>0.9</b>	<b>2.3</b>	<b>1.9</b>	<b>\$9</b>
<b>Population Peer Libraries (+/- 25,000)</b>			<b>KDL Rank &gt;</b>	<b>3rd</b>	<b>3rd</b>	<b>1st</b>	<b>4th</b>	<b>1st</b>	<b>1st</b>	<b>2nd</b>	<b>2nd</b>	<b>2nd</b>	<b>3rd</b>
Live Oak Public Libraries	Savannah	GA	418,106	\$10.3	\$25	1.8	0.2	1.7	0.2	0.4	0.7	1.5	\$1
Solano County Library	Fairfield	CA	413,049	\$19.2	\$47	3.1	0.3	2.5	0.3	0.3	0.4	1.0	\$3
Carnegie Library of Pittsburgh	Pittsburgh	PA	399,948	\$32.2	\$81	6.7	2.4	1.6	0.1	0.3	0.2	3.1	\$12
Rangeview Library District	Thornton	CO	399,594	\$15.7	\$39	1.5	1.5	0.8	0.0	0.1	0.1	0.7	\$6
Arlington Public Library System	Arlington	TX	398,854	\$8.3	\$21	3.2	0.7	1.4	0.1	0.2	0.0	1.1	\$2
Manatee County Public Library System	Bradenton	FL	398,503	\$7.1	\$18	2.2	0.6	1.1	0.1	0.3	0.0	0.9	\$2
Pioneer Library System	Norman	OK	397,080	\$17.3	\$44	4.8	1.8	2.9	0.1	0.4	0.2	1.3	\$7
Loudoun County Public Library	Leesburg	VA	396,068	\$19.4	\$49	9.3	3.4	3.8	0.6	0.4	0.6	1.5	\$6
Wichita Public Library	Wichita	KS	389,938	\$9.2	\$24	2.0	1.0	1.2	0.0	0.1	0.1	1.3	\$2
New Orleans Public Library	New Orleans	LA	389,476	\$19.8	\$51	2.6	1.4	0.9	0.0	0.2	0.2	1.3	\$11
PAL Public Library Cooperative	Bronson	FL	387,010	\$20.8	\$54	4.9	3.3	1.7	0.2	0.4	0.5	1.6	\$7
Osceola Library System	Kissimmee	FL	387,055	\$8.1	\$21	2.0	0.6	1.4	0.1	0.3	3.5	0.4	\$2
Richland County Public Library	Columbia	SC	384,504	\$29.1	\$76	5.2	3.8	3.5	0.3	1.3	0.6	1.7	\$9
Brazoria County Library System	Angleton	TX	374,264	\$8.6	\$23	2.9	1.0	1.0	0.1	0.1	0.3	1.0	\$3
Mobile Public Library	Mobile	AL	372,433	\$9.6	\$26	2.7	0.8	1.3	0.1	0.5	0.1	1.3	\$4
<b>Budget Peer Libraries (+/- 10%)</b>			<b>KDL Rank &gt;</b>	<b>3rd</b>	<b>5th</b>	<b>1st</b>	<b>4th</b>	<b>1st</b>	<b>1st</b>	<b>5th</b>	<b>1st</b>	<b>3rd</b>	<b>4th</b>
Howard County Library System	Ellicott City	MD	321,113	\$24.9	\$77	13.4	2.4	4.4	0.6	1.3	0.6	2.3	\$6
Charleston County Public Library System	Charleston	SC	350,209	\$24.0	\$69	0.1	2.6	3.3	0.3	2.0	1.4	1.8	\$9
Douglas County Libraries	Castle Rock	CO	351,528	\$23.6	\$67	10.2	4.3	2.5	0.1	0.2	1.3	1.3	\$11
DeKalb County Public Library	Decatur	GA	793,154	\$23.1	\$29	2.3	0.9	2.0	0.1	0.7	0.3	1.1	\$3
Fort Vancouver Regional Library District	Vancouver	WA	516,815	\$22.6	\$44	3.6	3.4	0.8	0.0	0.1	0.0	1.1	\$5
Kansas City Public Library	Kansas City	MO	218,765	\$22.2	\$101	4.0	4.1	5.1	0.3	1.1	0.5	2.8	\$11
Gwinnett County Public Library System	Lawrenceville	GA	971,145	\$21.4	\$22	3.1	0.8	2.1	0.2	1.5	0.8	0.7	\$2

## State Comparison (2020-2021 Michigan Public Library Statistics for 12 largest libraries)

Library	Collection Turnover	Number of Registered Borrowers	% of Operating Expenditures On Materials	Total Annual Visits	Total Circulation (All Materials)	Circulation of Electronic Materials	Total Operating Expenditures	Total Operating Income	Total Program Attendance (in-person and virtual)	Public PC Sessions	Wi-Fi Sessions
<b>Kent District Library</b>	<b>3.4</b>	<b>188,588</b>	<b>17.3%</b>	<b>792,958</b>	<b>4,807,289</b>	<b>1,378,122</b>	<b>\$25,133,217</b>	<b>\$25,673,919</b>	<b>247,780</b>	<b>85,107</b>	<b>436,739</b>
<b>KDL Michigan Ranking</b>	<b>2nd</b>	<b>1st</b>	<b>1st</b>	<b>1st</b>	<b>2nd</b>	<b>1st</b>	<b>1st</b>	<b>2nd</b>	<b>1st</b>	<b>1st</b>	<b>2nd</b>
Ann Arbor District Library	9.5	64,476	9.0%	375,085	5,564,177	1,275,044	\$15,542,327	\$18,035,699	18,204	n/a	512,200
Capital Area District Libraries	1.9	102,097	16.0%	249,342	1,646,205	700,237	\$11,397,764	\$12,111,570	28,094	37,536	40,088
Clinton-Macomb Public Library	2.7	158,561	16.5%	264,309	1,076,854	147,484	\$5,760,948	\$8,663,556	35,665	34,632	32,832
Detroit Public Library	0.0	116,751	3.7%	45,837	73,031	44,112	\$22,490,051	\$31,868,839	11,774	27,349	43,888
Genesee District Library	1.4	127,695	16.9%	401,543	937,434	415,560	\$8,197,862	\$9,721,889	15,709	60,028	42,009
Grand Rapids Public Library	0.9	52,243	13.0%	92,686	961,739	503,767	\$11,881,190	\$12,298,205	38,723	9,391	61,030
Jackson District Library	1.7	55,547	15.1%	n/a	975,875	239,060	\$7,461,499	\$9,525,500	27,302	42,257	29,757
Monroe County Library System	1.3	30,279	8.9%	265,781	611,280	176,608	\$7,426,968	\$7,737,621	16,114	35,510	17,598
Saint Clair County Library System	0.6	55,915	11.2%	n/a	300,229	88,856	\$4,540,940	\$5,013,842	10,269	15,096	10,952
Sterling Heights Public Library	1.1	65,530	9.9%	43,640	347,520	112,244	\$2,841,165	\$2,841,165	12,915	9,507	12,585
Warren Public Library	0.9	40,814	11.1%	53,872	403,613	34,935	\$4,309,960	\$4,221,045	8,349	6,581	37,466



814 W. River Center Dr. NE, Comstock Park, MI 49321 // [kdl.org](http://kdl.org)

Kent District Library is a public library system operating 20 branch libraries and a Bookmobile that serve more than 439,000 residents of 27 different municipalities throughout Kent County. KDL enriches lives by providing information, ideas and excitement. It is an IRS-designated 501(c)(3) nonprofit supported by millage dollars and private donations. KDL is a member of the Lakeland Library Cooperative. For more information, visit [kdl.org](http://kdl.org).

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**CITY OF WYOMING BUDGET AMENDMENT**

**Date: October 16, 2023**

**Budget Amendment No. 033**

To the Wyoming City Council:

A budget amendment is requested for to appropriate \$1,114,110.76 of additional budgetary authority to provide funding for expenditures related to indigent defense and recognize the associated revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Indigent Defense Fund</u></b>				
State Grants Indigent Defense Revenue				
260-571.000	240,594.00	1,058,287.91		1,298,881.91
Contributions from Local Units				
260-583.000	-	48,605.64		48,605.64
General Government - District Court - Salaries				
260-000-13600-706.000	19,811.00	101,504.00		121,315.00
General Government - District Court - FICA				
260-000-13600-715.000	1,515.00	7,566.16		9,081.16
General Government - District Court - Hospitalization Insurance				
260-000-13600-716.000	19,883.00	1,522.58		21,405.58
General Government - District Court - Life Insurance				
260-000-13600-717.000	21.00	113.74		134.74
General Government - District Court - Pension DC Plan				
260-000-13600-718.100	1,024.00	7,912.32		8,936.32
General Government - District Court - Pension Retiree Health DC Plan				
260-000-13600-718.200	-	3,956.16		3,956.16
General Government - District Court - Workers Comp Insurance				
260-000-13600-719.000	-	128.58		128.58
General Government - District Court - Operating Supplies				
260-000-13600-740.000	709.00	3,600.00		4,309.00
General Government - District Court - Professional Services				
260-000-13600-801.000	31,200.00	9,200.00		40,400.00
General Government - District Court - Professional Services-Legal				
260-000-13600-801.021	123,191.00	937,655.04		1,060,846.04
General Government - District Court - Travel and Training				
260-000-13600-860.000	7,679.00	20,255.00		27,934.00
General Government - District Court - Insurance Liability				
260-000-13600-910.000	620.00	1,879.18		2,499.18
General Government - District Court - Administration Expense				
260-000-13600-911.000	4,291.00	12,458.00		16,749.00
General Government - District Court - Other Services				
260-000-13600-956.000	27,481.00	6,360.00		33,841.00

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: October 16, 2023**

**Budget Amendment No. 033**

Fund Balance/Working Capital (Fund 260)	<u>7,217.21</u>	<u>-</u>
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Recommended:   
Senior Accountant

  
City Manager

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

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

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: October 16, 2023**

**Budget Amendment No. 035**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$16,691,189 of budgetary authority to provide the necessary funds for the anticipated expenses related to the City Center Project and recognize the associated revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>City Center Fund</u></b>				
State Grants				
496-540.000	-	20,000,000.00		20,000,000.00
Fixed Assets - Bridges-Ph1 - Capital Outlay CIP				
496-901-90101-973.002	5,482,800.00	1,046,200.00		6,529,000.00
Fixed Assets - Planning-Ph1 - Capital Outlay CIP				
496-901-90111-973.002	167,716.00	49,985.00		217,701.00
Fixed Assets - Property-Ph1 - Property Land				
496-901-90121-971.000	564,136.00		559,146.00	4,990.00
Fixed Assets - Trails-Ph1 - Capital Outlay CIP				
496-901-90131-973.002	6,447,250.00		31,032.00	6,416,218.00
Fixed Assets - Trails-Ph2 - Capital Outlay CIP				
496-901-90132-973.002	-	3,756,500.00		3,756,500.00
Fixed Assets - Utilities-Ph1 - Capital Outlay CIP				
496-901-90141-973.002	800,000.00	9,273,682.00		10,073,682.00
Fixed Assets - Maintenance-Ph1 - Repairs and Maintenance				
496-901-90151-930.000	5,000.00		5,000.00	-
Fixed Assets - Streetscaping - Capital Outlay CIP				
496-901-90161-973.002	-	3,160,000.00		3,160,000.00
Fund Balance/Working Capital (Fund 496)		<u>3,308,811.00</u>	<u>-</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

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

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON PROPOSED  
SPECIAL ASSESSMENT ROLL #23-817

WHEREAS:

1. At its meeting of October 16, 2023, the city council adopted a resolution determining to proceed with special assessment of properties within Special Assessment District #23-817, comprised of the parcels listed in Exhibit A, allow payment of those special assessments in 15 installments of principal plus interest at the rate of 3.75% per annum, and direct the city manager to provide for the preparation and filing of a proposed special assessment roll.
2. The city manager, in collaboration with other city staff including the city assessor caused to be prepared and filed with the city clerk proposed Special Assessment Roll #23-817 that apportions the amount to be specially assessed against the parcels in Special Assessment District #23-817 in proportion to the benefits each parcel receives from the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council will hold a public hearing regarding proposed Special Assessment Roll #23-817, on Monday, November 6, 2023, at 7:01 p.m., at Wyoming City Hall, 1155 28<sup>th</sup> Street SW, Wyoming, Michigan.
2. The city clerk shall provide notice of the public hearing in the form attached as Exhibit B as follows:
  - a. Published once in the *Grand Rapids Press* not less than 5 days before the hearing date; and
  - b. By first class mail to each owner of or other party in interest in each parcel in Special Assessment District #23-817, as shown on the city's most recent property tax roll at least 10 days before the hearing date.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
   No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on October 16, 2023.

---

Kelli A. VandenBerg, Wyoming City Clerk

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

**EXHIBIT A**  
**SPECIAL ASSESSMENT DISTRICT #23-817**

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

EXHIBIT B  
FORM OF NOTICE



NOTICE OF PUBLIC HEARING  
ON PROPOSED SPECIAL ASSESSMENT ROLL #23-817

The City Council of the City of Wyoming will hold a public hearing on Monday, November 6, 2023, at 7:01 p.m. local time, in the city council chambers at the Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan on proposed Special Assessment Roll #23-817 pursuant to which the city will specially assess \$66,439.00 of the costs of the new utilities (i.e. sanitary sewer, sanitary laterals, and water services) against the following parcels that comprise Special Assessment District #23-817.

The special assessments can be paid in up to 15 installments of principal plus interest accrued on the unpaid balance at the rate of 3.75% per annum. Payments are deferred until house plumbing is connected to the new water and sanitary utilities in 60<sup>th</sup> Street. The first payment installment will be due October 1 following the time of connection. The entire special assessment may be paid in full without interest no later than September 30 following the time of connection.

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

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

Copies of proposed Special Assessment Roll #23-817 are on file in the Wyoming City Clerk's office in the Wyoming City Hall, 1155 28<sup>th</sup> St SW, Wyoming, MI, where they can be inspected. They are also available on the city's website: <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.

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

Kelli A. VandenBerg, Wyoming City Clerk

## STAFF REPORT

Date: October 10, 2023  
Subject: 60<sup>th</sup> Street Special Assessment – SA Resolutions #2 & #3 – Approving to Proceed with Special Assessment and Scheduling Hearing on Special Assessment Roll  
From: Grant Simons, Senior Civil Engineer  
Meeting Date: October 16, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council adopt (i) Special Assessment Resolution #2 Declaring the Necessity for New Sanitary Sewer, Sanitary Laterals, and Water Services in 60<sup>th</sup> Street between Addresses 831 and 1087 and Establishing Special Assessment District #23-817 to Defray Project Costs, and (ii) Special Assessment Resolution #3 Scheduling a Public Hearing on Proposed Special Assessment Roll #23-817.

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

Access to water and sanitary utilities is important for preserving public health in the community. It is appropriate to apportion the costs between owners of property specially benefitting from new water and sanitary utilities and the public at large.

### **DISCUSSION:**

Wyoming's total cost for the new utilities is \$76,022.16. Of this amount, \$66,439.00 would be specially assessed against 9 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments within interest at 3.75% per annum, with payments deferred until after private plumbing is connected to the new utilities.

Following the public hearing on the new utilities and the proposed special assessment district, the Council will be asked to consider two resolutions to further the project. One approves the proposed special assessment district, the proposed amount to be assessed, the number of installments and interest rate. It then directs the preparation of a proposed special assessment roll. In anticipation of the Council's approval of that resolution, staff has prepared the proposed special assessment roll using the formula approved as a part of the Council's special assessment policy. Therefore, staff is also asking Council to consider the third special assessment resolution to schedule the public hearing on the proposed special assessment roll for the next Council meeting on November 6. That resolution requires mailing and publication of a notice of the hearing.

### **BUDGET IMPACT:**

The cost of new utilities is financed with local funds from the Watermain Construction Fund 400-441-57300-972.573 and Sanitary Sewer Construction Fund 590-441-54400-972.544.

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

RESOLUTION TO DECLARE THE NECESSITY FOR NEW SANITARY SEWER, SANITARY LATERALS, AND WATER SERVICES IN 60<sup>TH</sup> STREET BETWEEN ADDRESSES 831 AND 1087 AND ESTABLISH SPECIAL ASSESSMENT DISTRICT #23-817 TO DEFRAY PROJECT COSTS

1. On October 16, 2023, the city council held a public hearing regarding (i) whether to special assess \$66,439.00 of new 60th Street utility costs, (ii) what properties to include in the special assessment district, (iii) whether to allow payment of the special assessment in up to 15 installments, and (iv) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 3.75% per annum.
2. The city provided notice to owners or other persons interested in the property in proposed Special Assessment District #23-817, as listed on the attached Exhibit A, by publication and mailing and in a form and substance as provided by state law and city ordinance.
3. The city council considered all objections and other comments made orally or in writing before the public hearing was closed.
4. The city council deems it to be in the best interests of the public health, safety and general welfare to proceed with the construction and installation of the Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council determines to proceed with the special assessment of the new utilities in general accordance with the plans and specifications filed by the city manager with the city clerk and therefore also approves those plans and specifications.
2. Wyoming's contribution to the new utilities cost of \$76,022.16 is approved and of that amount \$9,583.16 shall be paid by the public-at-large and \$66,439.00 shall be specially assessed against parcels in Special Assessment District #23-817, which shall be comprised of the parcels listed on the attached Exhibit A.
3. The special assessments may be deferred until private plumbing is connected to the new utilities, and then paid in 15 equal installments of principal plus interest on the unpaid balance at the rate of 3.75% per annum with the first installment to be billed on September 1 and payable on October 1 following the time of connection between private plumbing and new utilities. Remaining installments will be due and payable on October 1 of each year. Any special assessment may be paid in full without interest on or before September 30 following the time of connection.
4. The city manager, in collaboration with other city staff including the city assessor shall cause to be prepared and filed with the city clerk a proposed Special Assessment Roll 23-817 that apportions the amount to be specially assessed against the parcels in Special Assessment District #23-817 in proportion to the benefits each parcel receives from the Project.
5. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
   No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on October 16, 2023.

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

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

**EXHIBIT A**  
**SPECIAL ASSESSMENT DISTRICT #23-817**

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

## STAFF REPORT

Date: October 10, 2023  
Subject: 60<sup>th</sup> Street Special Assessment – SA Resolutions #2 & #3 – Approving to Proceed with Special Assessment and Scheduling Hearing on Special Assessment Roll  
From: Grant Simons, Senior Civil Engineer  
Meeting Date: October 16, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council adopt (i) Special Assessment Resolution #2 Declaring the Necessity for New Sanitary Sewer, Sanitary Laterals, and Water Services in 60<sup>th</sup> Street between Addresses 831 and 1087 and Establishing Special Assessment District #23-817 to Defray Project Costs, and (ii) Special Assessment Resolution #3 Scheduling a Public Hearing on Proposed Special Assessment Roll #23-817.

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

Access to water and sanitary utilities is important for preserving public health in the community. It is appropriate to apportion the costs between owners of property specially benefitting from new water and sanitary utilities and the public at large.

### **DISCUSSION:**

Wyoming's total cost for the new utilities is \$76,022.16. Of this amount, \$66,439.00 would be specially assessed against 9 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments within interest at 3.75% per annum, with payments deferred until after private plumbing is connected to the new utilities.

Following the public hearing on the new utilities and the proposed special assessment district, the Council will be asked to consider two resolutions to further the project. One approves the proposed special assessment district, the proposed amount to be assessed, the number of installments and interest rate. It then directs the preparation of a proposed special assessment roll. In anticipation of the Council's approval of that resolution, staff has prepared the proposed special assessment roll using the formula approved as a part of the Council's special assessment policy. Therefore, staff is also asking Council to consider the third special assessment resolution to schedule the public hearing on the proposed special assessment roll for the next Council meeting on November 6. That resolution requires mailing and publication of a notice of the hearing.

### **BUDGET IMPACT:**

The cost of new utilities is financed with local funds from the Watermain Construction Fund 400-441-57300-972.573 and Sanitary Sewer Construction Fund 590-441-54400-972.544.

October 16, 2023  
Police/TEP

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

RESOLUTION TO ACCEPT THE BULLETPROOF VEST PARTNERSHIP (BVP) GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety applies annually for the federal Office of Justice Programs Bulletproof Vest Partnership (BVP) Grant to reduce the expense related to police body armor.
2. The Department was awarded \$10,430 through the BVP Grant for the federal fiscal year of 2023.
3. It is recommended the City Council accept \$10,430 in grant funds and apply those dollars toward the cost of personal body armor purchased in the next 12 to 24 months.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Wyoming accepts the fiscal year 2023 Bulletproof Vest Partnership Grant in the amount of \$10,430.
2. That the Police Administrative Captain or his designee serve as the Grant Administrator responsible for the programmatic grant reporting requirements.
3. That Finance Director or her designee serve as the Financial Manager responsible for financial reporting.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
   No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

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

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

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

RESOLUTION TO ACCEPT  
THE 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety applied for the 2023 Edward Byrne Memorial Justice Assistance Grant and was awarded \$35,941 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
2. The City Council for the City of Wyoming held a public hearing on Monday August 21, 2023, at 7:02 p.m. for the purpose of receiving public comment regarding the use of the 2023 Edward Byrne Memorial Justice Grant Funds for program activities.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Wyoming accepts the Edward Byrne Memorial Justice Assistance Grant funds in the amount of \$35,941.
2. That the Captain of the Administrative and Investigative Services Bureau or a designee appointed by the Director of Public Safety serve as the Project Director responsible for equipment procurement and yearly status reports to be submitted to the Bureau of Justice Assistance.
3. That the Finance Director or the Finance Director's designee is appointed to serve as the Financial Manager responsible for the quarterly financial reports to be submitted to the Bureau of Justice Assistance.
4. That the attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                      No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

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

ATTACHMENTS:  
Budget Amendment  
Staff Report

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

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: October 16, 2023**

**Budget Amendment No. 032**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$35,941 of additional budgetary authority for expenses related to the Edward Byrne Memorial Justice grant and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Federal Grants Revenue - Justice Assistance Byrne				
101-507.000	-	35,941.00		35,941.00
Police - Administration Services - Capital Outlay - Justice Assistance Byrne Grant				
101-305-30500-973.000	-	35,941.00		35,941.00
Fund Balance/Working Capital (Fund 101)		\$ -		

Recommended:   
Senior Accountant

  
City Manager

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

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

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

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

## STAFF REPORT

Date: October 2, 2023

Subject: 2023 Edward Byrne Memorial Justice Assistance Grant Award Acceptance

From: Captain Timothy Pols

Meeting Date: October 16, 2023

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### **RECOMMENDATION:**

It is recommended City Council authorize acceptance of the 2023 Edward Byrne Memorial Justice Assistance Grant Award in the amount of \$35,941. It is further recommended that the Captain of the Administrative and Investigative Services Bureau or a designee appointed by the Director of Public Safety serve as the Project Director responsible for equipment procurement and yearly status reports to be submitted to the Bureau of Justice. Finally, it is recommended that Council appoint the Finance Director or a designee appointed by the Director of Finance to serve as the Financial Manager responsible for the quarterly financial reports to be submitted to the Bureau of Justice Assistance.

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

The Edward Byrne Memorial Justice Assistance Grant, which we refer to as the Byrne Grant, is a federal grant meant to assist law enforcement with technology, equipment, or programs that an agency could not otherwise afford or fully fund. We have participated in this grant for the last many years. This year, the Department of Public Safety—Police has been awarded \$35,941 in Byrne Grant funds. There is no required match, and the money allows us to implement technology and deploy equipment not otherwise funded. The grant requires an appointed Project Director and Financial Manager.

### **DISCUSSION:**

On August 21, 2023, City Council granted approval for staff to submit the 2023 Edward Byrne Memorial Justice Assistance Grant request. A public hearing was held on this matter on August 21, 2023. Public Safety staff was recently notified that we were awarded this grant in the amount of \$35,941. Council approval is necessary in order to accept these funds.

### **BUDGET IMPACT:**

There is no negative budget impact to this action. A budget amendment is required.

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

RESOLUTION TO ACCEPT AND DISTRIBUTE GRANT FUNDING  
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Kent County Overtime Distracted Driving, Impaired, Seat Belt and Speed Enforcement Traffic Enforcement" grant, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$146,938.58 in grant funds designated for overtime patrols to enforce safety restraint and operating while intoxicated violations, speed enforcement, and distracted driving to five agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Wyoming Accepts the Office of Highway Safety Planning Grant in the amount of \$146,938.58.
2. The Public Safety Director or appointed designee shall serve as the Director of the Task Force.
3. That the Finance Director or the Finance Director's designee is appointed to serve as the Financial Manager responsible for the grant reporting requirements and dispersal of grant funds to participating governmental entities.
4. The attached budget amendment is approved.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

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

ATTACHMENTS:  
Budget Amendment  
Budget Detail Reports  
OHSP Grant

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: October 16, 2023**

**Budget Amendment No. 034**

To the Wyoming City Council:

A budget amendment is requested to appropriate \$146,939 of additional budgetary authority to provide funding for the Kent County Overtime Distracted Driving, Impaired, Seat Belt and Speed Enforcement grant and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Federal Grants-OHSP Strategic Traffic Enf 101-505.003	83,295.00	146,939.00		230,234.00
Police - OHSP Strategic Traffic Enf - Salaries-Uniform OT Salaries 101-305-31506-709.000	8,793.00	23,368.00		32,161.00
Police - OHSP Strategic Traffic Enf - FICA 101-305-31506-715.000	673.00	1,788.00		1,530.00
Police - OHSP Strategic Traffic Enf - Workers Comp Insurance 101-305-31506-719.000	230.00	308.00		264.00
Police - OHSP Strategic Traffic Enf - Grand Rapids Distribution 101-305-31506-956.520	19,378.00	35,431.00		54,809.00
Police - OHSP Strategic Traffic Enf - Kentwood Distribution 101-305-31506-956.522	20,730.00	29,349.00		50,079.00
Police - OHSP Strategic Traffic Enf - Walker Distribution 101-305-31506-956.523	13,253.00	28,508.00		41,761.00
Police - OHSP Strategic Traffic Enf - Kent County Distribution 101-305-31506-956.525	8,902.00	28,187.00		37,089.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	

Recommended: \_\_\_\_\_  
*Khylo* *Jensen*  
Senior Accountant City Manager

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

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

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

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

## STAFF REPORT

Date: October 9, 2023  
Subject: 2024 Office of Highway Safety and Planning Grant Acceptance  
From: Lieutenant Andrew Koeller  
Meeting Date: October 16, 2023

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### **RECOMMENDATION:**

It is recommended City Council authorize acceptance of the 2023-2024 Michigan Office of Highway Safety and Planning (OHSP) Traffic Enforcement Grant in the amount of \$146,938.58.

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

The Michigan Office of Highway Safety Planning (OHSP) provides grants to law enforcement agencies for focused traffic enforcement. Enforcement dates are set by OHSP during the year to enforce a variety of traffic laws related to distracted driving, impaired driving, seatbelt usage, and speed enforcement. The grant allows agencies to utilize overtime to place officers on the road to specifically focus on deterring and enforcing these offenses.

### **DISCUSSION:**

The Wyoming Police Department has participated in OHSP Grant enforcement for several years. Wyoming DPS administers this grant for the Grand Rapids Police Department, Kent County Sheriff's Office, Kentwood Police Department, and Walker Police Department. Grant hours are assigned to each agency which is then reimbursed through OHSP grant funds. Scheduled enforcement would begin in November of 2023 and continue until September of 2024 under this grant period.

With the acceptance of this grant, Wyoming Police would be able to provide 400 hours of additional traffic enforcement within the City of Wyoming that would otherwise not be possible.

The grant application has been approved through the Michigan Office of Highway Safety Planning as of October 9, 2023.

### **BUDGET IMPACT:**

The total amount allocated for this grant is \$146,938.58. Wyoming DPS is budgeted for 400 hours of enforcement at overtime wages totaling \$23,368. The remaining \$123,570.58 is budgeted for the other involved agencies' overtime wages.

The finance department has completed a budget amendment for this grant.



STATE OF MICHIGAN  
DEPARTMENT OF STATE POLICE  
LANSING

GRETCHEN WHITMER  
GOVERNOR

COL. JOSEPH M. GASPER  
DIRECTOR

October 05, 2023

Lt. Andrew Koeller  
Wyoming Department of Public Safety  
2300 Dehoop Ave SW  
Wyoming, Michigan 49509

Dear Lt. Koeller:

The Michigan Office of Highway Safety Planning (OHSP) has approved \$146,938.58 in federal funds for Highway Safety Project grant number 2024-PT-25-00, "Kent County Multi-Agency Overtime Traffic Enforcement," for the grant period October 01, 2023, through September 30, 2024.

**This grant is approved with the following conditions:**

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation meeting is required and will be scheduled by your OHSP Program Coordinator.
3. Financial reports are due: **Quarterly**  
Progress reports are due: **One (1) report due October 30th**
4. Consult the grant application for further details.
5. The following special conditions apply to this grant project:
  - None.
6. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

If you have any questions regarding your grant, please contact your OHSP Program Coordinator, Alicia Sledge at (517) 230-6467. We look forward to working with you during the course of the project.

Sincerely,

Katie Bower, Division Director  
Office of Highway Safety Planning

cc: John Shay  
Jodi Yenchar

OHSP-31 (6/2022) PAGE 1A - FOR OHSP USE ONLY	<b>FISCAL YEAR</b> 2024
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<b>PROJECT TITLE</b> Kent County Multi-Agency Overtime Traffic Enforcement	<b>GRANT NUMBER</b> 2024-PT-25-00
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<b>APPLICANT</b> Wyoming Department of Public Safety	<b>GRANT PERIOD</b> 10/01/23 through 09/30/24
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**APPROVED BUDGET SUMMARY**

<b>COST CATEGORY</b>	<b>FEDERAL/STATE</b>	<b>LOCAL MATCH</b>	<b>TOTAL</b>
PERSONNEL COSTS	\$146,938.58	\$0.00	\$146,938.58
CONTRACTUAL SERVICES COSTS	\$0.00	\$0.00	\$0.00
OPERATING COSTS	\$0.00	\$0.00	\$0.00
EQUIPMENT COSTS	\$0.00	\$0.00	\$0.00
INDIRECT COSTS	\$0.00		\$0.00
<b>TOTAL APPROVED COSTS</b>	<b>\$146,938.58</b>	<b>\$0.00</b>	<b>\$146,938.58</b>

**FUNDING**

<b>FUNDING SOURCE</b>	<b>ALN</b>	<b>AMOUNT</b>	<b>FAIN(s)</b>
Section 402 NHTSA Funds	402-20.600	\$146,938.58	

**OHSP APPROVAL**

<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE APPROVED</b>
	Division Director	10/04/23



# Project Summary

## Instructions

- All fields marked with a red asterisk (\*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.  
**NOTE:** Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Completion of this page is required for application submission.**

## Summary of Proposed Project

### Instructions

- Describe the traffic safety problem or deficiency that the proposed project is intended to correct or address.

### \* **Project Summary**

*Kent County continues to see increases in crashes, to address this issue grant-funded department will use overtime funds to conduct directed enforcement for speed, impaired driving, seatbelt, and other hazardous driving behaviors.*

# Problem Statement

## Instructions

- All fields marked with a red asterisk (\*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.  
**NOTE: Using the navigation buttons at the bottom of the page will automatically SAVE the page.**
- **Completion of this page is required for application submission.**

## STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

### Instructions

- Describe the traffic safety problem or deficiency that the proposed project is intended to correct.
- Identify the data, statistics or facts relevant to the problem.
- Use the most recent information possible. State the purpose of the project and the overall goal.
- Explain how you propose to solve the problem. Your solution should show a logical relationship to the problem.
- Indicate how the project will be evaluated.

### **\* Problem Statement:**

*According to comprehensive research from the National Highway Traffic Safety Administration (NHTSA), 94 percent of all crashes are the result of driver error.*

*The U.S. Code: Title 23: Section 404 requires a statewide, high-visibility special traffic enforcement program (STEP) for impaired driving and occupant protection and that emphasizes publicity during three campaigns – impaired driving in December, occupant protection in May, and impaired driving in August.*

*Distracted driving represents a dangerous behavior on today's roadways. The National Highway Traffic Safety Administration (NHTSA) defines distracted driving as anything that diverts the driver's attention from the primary tasks of driving the vehicle and responding to critical events, anything that takes the driver's eyes off the road (visual distraction), hands off the wheel (manual distraction), or mind off the driving task (cognitive distraction). In Michigan 6.0 percent of police-reported crashes from 2017-2021 involved at least one distracted motor vehicle driver. Crashes involving distracted drivers tended to be more severe than crashes involving non-distracted drivers, with 27% of distracted driver crashes involving some degree of injury while 19.5% of crashes with no driver distraction involved injury.*

*Crashes in Kent County rose from 17,056 in 2020 to 20,091 in 2021, indicating a significant increase and cause for concern.*

*Fatal Crashes in Kent County rose from 55 in 2020 to 66 in 2021, again a significant increase and cause for concern. The participating grant agencies: Wyoming, Walker, Kentwood, Grand Rapids, and Kent County accounted for 63 of the 66 fatalities in 2021.*

*In 15.2 percent of the fatal accidents in Kent County speed was listed as the causal factor.*


*Statewide the number of fatalities increased by 4.4 percent from 1,083 in 2020 to 1,131 in 2021. Serious injuries increased by 10 percent from 5,433 in 2020 to 5,979 in 2021.*

*Seat belt use in Kent County increased slightly from 91 percent in 2021 to 95.6 percent in 2022.*

*Kent County crash profile is attached with supporting information for the facts listed above and additional crash data.*

# Goals & Activities

## Instructions

- All fields marked with a red asterisk (\*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.  
**NOTE:** Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Only one goal per page is allowed. Multiple activities are allowed for each goal; however, each goal must be entered on separate pages. To enter additional goals:**
  - Click the **ADD** button at the top of the page and complete the blank form.
  - After the second page has been **SAVED**, a folder icon followed by a right arrow icon  will appear next to the Goals & Activities menu item in the left navigation menu.
  - Clicking the arrow next to the folder will display a sub-menu containing the list of the pages that have already been entered.
  - Click one of the links in the sub-menu to **access a page**.
- **Completion of at least one instance of this page is required for application submission.**

## Anticipated Project Goals & Activities

### Instructions

- List an anticipated goal and/or outcome for the proposed project.
- Describe activities to be performed by the applicant agency to reach anticipated goal and/or outcome.
- Provide a date of anticipated activity completion.
- Goals serve as the foundation upon which the project is built. Use the **SMART** model. Goals must be **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime bound.

Anticipated Goal

#### \* Goal

*Reduce the number of traffic fatalities by 1% from 66 in 2021 to 65 and suspected serious injuries by 2% from 917 in 2021 to 908 by September 30, 2024.*

Project Activity

**\* Activities**

*Project Activity 1: Each grant-funded agency will conduct grant-funded overtime traffic enforcement details between the following mandatory enforcement periods:*

- *December 1, 2023-February 28, 2024 (speed enforcement)*
- *December 15, 2023-January 1, 2024 (impaired driving enforcement)*
- *May 15-June 4, 2024 (seat belt enforcement)*
- *July 1-30, 2024 (impaired driving, seat belt, and speed enforcement)*
- *August 10-September 4, 2024 (impaired driving enforcement)*

*Each grant-funded agency may conduct enforcement details between the following elective enforcement periods:*

- *November 21-27, 2024 (impaired driving enforcement)*
- *April 1-30, 2024 (distracted driving enforcement)*

*Officers will stop vehicles for hazardous moving violations and take appropriate enforcement action each week during the enforcement periods. Officers will traffic stops for hazardous moving violations as an educational period. The increased of marked police presence in the area will not only raise awareness to enforcement being conducted, but deter hazardous driving behavior.*

*Officers will conduct enforcement for seatbelt / texting violations.*

*Coordinate existing State Police Aerial assets to coincide visibility enforcement periods to proactively locate and identify problem areas/drivers. Ariel assets are already provided to Kent County during the Safer Cities initiative.*

*Project Activity 2: Each grant-funded agency will promote enforcement efforts by utilizing public information materials provided by OHSP through September 30, 2024.*

*Project Activity 3: As applicable, each grant-funded agency will report required enforcement activity by the following dates:*

- *December 4, 2023*
- *January 8, 2024*
- *March 4, 2024*
- *May 6, 2024*
- *June 10, 2024*
- *August 5, 2024*
- *September 9, 2024*

*Activity 4: Speed monitoring signs will continue to be deployed during speed enforcement periods. Speed monitoring signs will also be deployed outside of enforcement periods to educate/monitor traffic speed.*

*An evaluation of fatal and serious injury crashes will be conducted and progress toward achieving the goals will be provided in the final progress report.*

**\* Date of Anticipated Activity Completion**

*9/30/2024*

# Project Evaluation

## Instructions

- All fields marked with a red asterisk (\*) are required.
- After completing all required fields, click **SAVE** or **NEXT FORM** to store the information on this page.
- **Completion of this page is required for project proposal submission.**

## Evaluation

### Instructions

- Describe how the project will be evaluated (i.e. what, when, who, how).

### \* **Project Evaluation**

*The project will first be evaluated by the grant administrator for Kent County (Wyoming Police Department). The first step will be ensuring grant-funded agencies are adhering to grant rules for example: conducting strict enforcement, ensuring area agencies are using enforcement periods to stop vehicles/pedestrians, etc.*

*The second evaluation stage will be pulling Michigan State UD-10 data for agencies conducting enforcement to determine if type, time, and volume of enforcement is effective.*

*The third evaluation will collect data via grant-funded speed signs to determine if enforcement activities affect driver behavior.*

*The fourth evaluation will be the collection of statistics from enforcement periods.*

*An evaluation of fatal and serious injury crashes will be conducted and progress toward achieving the goals will be provided in a final progress report.*

## Budget Category: Personnel - Overtime Salaries & Wages

### Instructions

- For all funded project personnel of positions, enter the overtime information as described below.
- Include each employee classification separately, and identify the employee's function in relationship to the grant.
- Enter the hourly rate of pay and total number of hours worked and/or percentage of time to calculate the total Federal/State amount to be charged to the grant.

Personnel Overtime Salaries & Wages

<b>* Position Title and/or Description</b>	<b>* Hours</b>	<b>* Hourly Rate</b>	
<i>Wyoming Department of Public Safety</i>	400.00	\$58.42	
	<b><u>Federal/State</u></b>	<b><u>Local Match</u></b>	<b><u>Total</u></b>
<b>Overtime Salaries &amp; Wages Expenses</b>	\$23,368.00	\$	<b>\$23,368.00</b>

## Personnel Overtime Fringe Benefits

**Instructions**

- Specify whether fringe benefits are associated with the position.
- If applicable, enter the specified information about fringe benefits as they apply to the position.
- For each benefit type, enter the rate for the specified position to calculate the total overall rate.  
NOTE: Expenditures for fringe benefits are limited for projects that include overtime to only those costs that increase as a result of the overtime, usually FICA, workers compensation and retirement.
- The total overall rate is total fringe benefits divided by total wages.  
NOTE: Use the example below to see how the salary & wages, fringe benefits, and overall rate are calculated with sample data.

**Calculate Total Overtime Wages (\$)**

- o Overtime Wages: \$20.00 x 20 hours = \$400.00
- o Total Overtime Wages = \$400.00

**Calculate Total Fringe Benefits (\$)**

- o FICA Rate: 7.65%
  - $.0765 \times \$400 = \$30.60$
- o Worker Compensation Rate: 2.34%
  - $.0234 \times \$400 = \$9.36$
- o Retirement Rate: 1.45%
  - $.0145 \times \$400 = \$5.80$
- o Total Fringe Benefits:
  - $\$30.60 + \$9.36 + \$5.80 = \$45.76$

**Calculate Overall Fringe Benefits Rate (%)**

- o Overall Rate:
  - $\$45.76 \div \$400 = .1144$
  - $.1144 \times 100 = 11.44\%$

\* Are there Fringe Benefits expenses associated with this position?  YES  NO

\* Select all fringe benefits that apply to this position to be included in the requested grant funds amount.

	<b>Benefit Type</b>	<b>Rate (%)</b>	<b>Federal/State</b>
<input checked="" type="checkbox"/>	<b>FICA</b>	7.6500	\$1,787.65
<input checked="" type="checkbox"/>	<b>Workers Compensation</b>	1.3200	\$308.46
	<b>Retirement</b>		\$0.00
	<b>Unemployment Insurance</b>	N/A	\$0.00
	<b>Insurances</b>	N/A	\$0.00

**Other**

\$0.00

**Overall Totals**

8.97%

\$2,096.11

\* If the overall rate is greater than 40%, an explanation and supporting documentation are required.

	<u>Federal/State</u>	<u>Local Match</u>	<u>Total</u>
<b>Overtime Fringe Benefits Expenses</b>	\$2,096.11	\$	<b>\$2,096.11</b>

**Personnel - Overtime Expense Request**

	<u>Federal/State</u>	<u>Local Match</u>	<u>Total</u>
\$23,368.00			
\$0.00			
\$23,368.00			
<b>Overtime Expense Request</b>			
\$2,096.11			
\$0.00			
\$2,096.11			
<b>Fringe Benefits Expense Request</b>			
\$25,464.11			
\$0.00			
\$25,464.11			
			<b>Total</b>

Budget Request Summary

**Instructions**

- Review all of the information in the summary table below.
- If data looks incorrect, return to the necessary budget page(s) and adjust values as needed.
- The total State Grant Funds amount requested must be greater than \$0.

<b>FEIN</b> 38-6006933	<b>STARTING DATE</b> 10/1/2023	<b>ENDING DATE</b> 9/30/2024	<b>FISCAL YEAR</b> 2024
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Line Item Summary

Line Items	Federal/State	Local Match	Total
Personnel - Salaries & Wages	\$0.00	\$0.00	\$0.00
Personnel - Fringe Benefits	\$0.00	\$0.00	\$0.00
Personnel - Overtime	\$120,148.00	\$0.00	\$120,148.00
Personnel - Overtime Fringe Benefits	\$26,790.58	\$0.00	\$26,790.58
Contractual Services	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Supplies & Operating	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Indirect	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$146,938.58</b>	<b>\$0.00</b>	<b>\$146,938.58</b>

Cost Category Summary

Cost Category Function Title	Federal/State	Local Match	Total
Personnel Costs	\$146,938.58	\$0.00	\$146,938.58
Contractual Service Costs	\$0.00	\$0.00	\$0.00
Operating Costs	\$0.00	\$0.00	\$0.00
Equipment Costs	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$146,938.58</b>	<b>\$0.00</b>	<b>\$146,938.58</b>

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

RESOLUTION TO ESTABLISH A LOCATION FOR EARLY VOTING  
IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires the legislative body of each municipality to designate locations where elections are to be held.
2. On November 8, 2022, Michigan voters approved Proposal 2022-2, which, in part, requires jurisdictions to provide registered voters with early voting opportunities in state and federal elections.
3. Early voting sites must be available for at least eight hours on nine consecutive days, beginning on the second Saturday before the election and ending on the Sunday before the election.
4. The City Clerk has identified the Kent District Library - Wyoming Branch, 3350 Michael Avenue SW, to serve as Wyoming's early voting site and proposes eight hours of operation from 8:00 a.m. – 4:00 p.m.
5. The Kent District Library – Wyoming Branch fulfills all polling place requirements and is available to host early voting for the foreseeable future.
6. The Wyoming Election Commission approved this early voting location at its meeting on October 9, 2023.
7. The City Clerk intends to post early voting details, including days, times, and the location in accordance with requirements of Proposal 2022-2, at least forty-five days prior to each election.
8. The City Council also wishes to authorize the City Clerk to provide for early voting in elections that are not state or federal elections on dates and at times the City Clerk determines are appropriate.

NOW, THEREFORE, BE IT RESOLVED:

1. The early voting site for the City of Wyoming is established at the Kent District Library – Wyoming Branch, 3350 Michael Avenue SW.
2. This early voting site will be effective for state and federal elections beginning in 2024.
3. The City Clerk is authorized to enable early voting at elections that are not state and local elections on dates and at times the City Clerk determines are appropriate.
4. The City Clerk is authorized and directed to provide all notices and other communications and to take all other actions required to implement the direction and authority provided by this resolution, including all needed communications to voters and state and county election officials.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

---

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:  
Staff Report

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

## STAFF REPORT

Date: October 11, 2023  
Subject: Establishment of an Early Voting Site  
From: Kelli A. VandenBerg, City Clerk  
Date: October 16, 2023 Regular Session

---

### **RECOMMENDATION:**

It is recommended the City Council establish an early voting site and direct and authorize the City Clerk to take the appropriate steps to implement and communicate early voting opportunities to voters and state and county election officials.

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

Early voting has been approved by voters as part of Proposal 2022-2. Council's establishment of polling locations, including early voting locations, not only fulfills state law, it also fulfills Wyoming's pillars of community, safety and stewardship. Providing safe and accessible voting opportunities is critical to support our democratic processes.

### **DISCUSSION:**

State law requires local legislative bodies to establish polling locations. The City Council has approved the location of all current election day polling locations and with the implementation of Proposal 2022-2, council is now called upon to establish a location for early voting. At this time, the Kent District Library – Wyoming Branch is the recommended site for Wyoming's early voting. Early voting will be held in the former café space.

There were several considerations when reviewing potential facilities for early voting. Wyoming's library facility was primarily recommended due to its ample parking and access to public transportation, ADA compliance, and continuous availability for eight hours per day on the required nine days of early voting. Additional benefits of this site include the library being a known facility for many members of the community, little to no cost for the use of this location, it is a secure space with lockable storage, space for voter lines and staging (if needed) and it is in close proximity to City Hall should election staff need to provide onsite support.

### **BUDGET IMPACT:**

There is no cost in the establishment of this early voting site.

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

RESOLUTION TO APPROVE AND AUTHORIZE THE SIGNING OF A GVMC LICENSE  
AGREEMENT FOR REGIS EQUIPMENT AT THE WYOMING JUSTICE CENTER

WHEREAS:

1. The Grand Valley Metropolitan Council (GVMC) owns and operates a regional geographic information system commonly known as REGIS.
2. GVMC already has some equipment at the Wyoming Justice Center, at 2650 DeHoop Ave SW and will be adding a backup generator because REGIS may be especially critical during intervals when there are widespread power interruptions and outages.
3. As a participant in and proponent of REGIS, the city wishes to accommodate its plans to provide continuous power to its equipment at the Wyoming Justice Center.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The License Agreement between the city and GVMC is approved in the form signed by GVMC on September 19, 2023 and the Mayor and City Clerk are authorized and directed to sign it on behalf of the city.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                                 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on October 16, 2023.

---

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

License Agreement

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

## STAFF REPORT

Date: October 5, 2023  
Subject: GVMC License Agreement for REGIS Backup Generator  
From: Scott Smith, City Attorney  
Meeting Date: October 16, 2023

---

### **RECOMMENDATIONS:**

Adopt Resolution Approving and Authorizing Signing of GVMC License Agreement REGIS Equipment at Justice Center.

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

Community – The regional geographic information system (REGIS) operated by the Grand Valley Metropolitan Council (GVMC) is critical many local governmental and utility operations.

Safety – Ensuring REGIS operability and accessibility during power interruptions and outages is important to public safety, public works, utility, and other operations.

Stewardship – Allowing REGIS to install a backup generator to serve REGIS equipment already located in the Wyoming Justice Center will not result in any cost or expense to the City, but will ensure the city, as well as other area local governments and utilities will benefit from access to REGIS information during power interruptions and outages.

### **BUDGET IMPACT:**

No city funds will be used in the installation or operation of the REGIS backup generator.

**LICENSE AGREEMENT**

This License Agreement is made as of April \_\_, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 (City) which owns and operates the Wyoming Justice Center at 2650 DeHoop Ave SW, Wyoming, MI (WJC) and the Grand Valley Metropolitan Council, a public body corporate of 768 Front Ave NW, Ste 200, Grand Rapids, MI 49504 (GVMC) which owns and operates equipment at the WJC as part of it's regional geographic information system (REGIS), a common database and suite of applications and interfaces for spatial data management and reference for its 20 participants, one of which is City.

**BACKGROUND**

- A. GVMC wishes to install, and operate and use, as needed, a generator at the WJC to provide backup electrical power for the REGIS equipment located at the WJC because REGIS information may be especially critical when dealing with local or widespread power interruptions and outages, including those that may be part of or incidental to other emergencies.
- B. City is amenable to that installation, operation, and use in accordance with this agreement.

**TERMS AND CONDITIONS**

1. License. For \$1.00, the receipt and sufficiency of which City acknowledges, City grants GVMC a non-exclusive license to install, operate, use, repair, maintain, replace, and improve an electric generator and appurtenant wires, conduit, and other fixtures and equipment (Facilities) on and within the WJC as specified and in accordance with plans and specifications approved by City's Deputy Public Works Director and the 62-A District Court Administrator or their respective designees. Access to the WJC shall be available to GVMC and its employees and other approved agents during 62-A District Court business hours and, at all other times, after contact with City or as agreed upon by the parties.
2. Work. Installation, operation, and maintenance shall be at the sole cost and expense of GVMC. Prior to beginning installation of the Facilities or any replacement or improvement of the Facilities, GVMC shall deliver detailed plans and specifications to City's Deputy Public Works Director, for City's approval. No work will begin until City approves the plans and specifications. All work shall conform to the approved plans and specification and be performed in a manner consistent with generally accepted standards and practices for such work. All GVMC, employees, and other agents entering the WJC or performing any work within the grounds of the WJC must be cleared by security personnel (the court bailiffs) at that building and, if requested by the 62-A District Court Administrator, must provide fingerprints and other information needed for background checks.
3. Obligations. GVMC, its employees, and other agents shall comply with all applicable law, rules, and regulations concerning the use of WJC, the work, and the operation and use of the Facilities, including any licensing or permitting requirements. To the extent needed, GVMC must coordinate the installation, operation and use of the Facilities with Consumers Energy or any other utility. GMVC shall keep the Facilities in good order and repair and shall promptly repair all damage to the building and all the property caused by GVMC, its employees, or other agents under this agreement, other than ordinary wear and tear. The Facilities shall belong to GVMC and shall be there at the sole risk of GVMC and City shall not be liable for damage to or loss of the Facilities, except if due solely to City's gross negligence or willful misconduct. GVMC shall keep the Facilities in good repair and shall periodically inspect, operate, and test the Facilities in accordance with the manufacturer's specifications and general practices for such facilities.
4. Term and Termination. This license is terminable at will by resolution of City's City Council. City will provide GVMC's Executive Director at least 14 days' prior written notice of any meeting at which such termination could be considered and GVMC shall have an opportunity to address the City Council before any such resolution is introduced. Otherwise, this Agreement shall expire 30 days after GVMC ceases using the Facilities or ceases providing services to any equipment or users at the WJC, or unless otherwise agreed upon by the parties. Upon either occurrence, GVMC shall, if City requests, remove the Facilities within 45 days of receipt of the request.
5. Indemnification. GVMC shall indemnify, hold harmless and defend City, the 62-A District Court, the State of Michigan, and their respective officers, employees, other agents, invitees, patrons, and users, from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, arising from or out of the installation, operation, maintenance, removal or replacement of the Facilities, except to the extent that any claims, actions, damages, liabilities, or expenses or damage are caused by the gross negligence or willful misconduct of any of them.

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

**City of Wyoming**

**Grand Valley Metropolitan Council**

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


By:   
John W. Weiss, Executive Director

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

By:   
Jason Moore, Director of GIS Services

Date signed: September \_\_, 2023

Date signed: September 19, 2023

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

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

RESOLUTION TO AWARD THE BID FOR THE 4940 RIVERFIELD DRIVE  
FLOODWAY EXCAVATION PROJECT AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On October 3, 2023, the City received two (2) bids for the proposed floodway excavation.
2. As detailed in the staff report, it is recommended the City Council award the bid to the low bidder, Georgetown Construction Company, for \$19,500.
3. Funds are available in the Capital Improvement Project account number 400-411-45200-972.452.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid for the 4940 Riverfield Drive Floodway Excavation Project to Georgetown Construction for \$19,500.
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 October 16, 2023.

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

ATTACHMENTS:

Staff Report  
Contract Form

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

## STAFF REPORT

Date: October 3, 2023

Subject: Award of Bid for the 4940 Riverfield Drive Floodway Excavation Project

From: Grant Simons, Civil Engineer

Date of Meeting: October 16, 2023

---

### **RECOMMENDATION:**

It is recommended the City Council award a bid to Georgetown Construction Company for the 4940 Riverfield Drive Floodway Excavation project in the amount of \$19,500.

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

Maintaining the public drainage system is necessary to prevent property damage from flooding. In the past, the basement at 4940 Riverfield Drive flooded due to a clogged sewer drain in the backyard. To decrease the risk of house flooding at 4940 Riverfield Drive, a floodway (or overflow route) should be excavated so that the backyard will drain toward Riverfield Drive in the event of a clogged backyard drain.

### **DISCUSSION:**

4940 Riverfield Drive is within the Rivertown Run subdivision plat. When the plat was designed, a floodway serving the neighborhood was planned at 4940 Riverfield Drive. However, the floodway was either never built, or the floodway was filled in during house construction.

A couple options were considered to prevent future flooding at 4940 Riverfield Drive. Options included constructing a floodway, constructing new storm sewer to divert flow away from 4940 Riverfield Drive, and constructing redundant storm sewer in 4940 Riverfield Drive's backyard to drain the yard in the event that the existing drain clogs.

Constructing a floodway is the most cost-effective option to prevent flooding. Constructing a floodway is more effective than the other options since new storm sewer is still at risk of clogging, whereas an overland drainage route is less likely to be obstructed.

### **BUDGET IMPACT:**

Wyoming received two (2) bids for the 4940 Riverfield Drive Floodway Excavation Project. The bids are summarized in the table below. The low bid was submitted by Georgetown Construction Company in the amount of \$19,500.

<b>Item Description</b>	<b>Epic Excavating Price</b>	<b>Georgetown Construction Price</b>
Project Lump Sum	\$29,000	\$19,500

Construction Contract: \$19,500  
Contingency Budget: \$ 5,500  
 Total: \$25,000

The total cost for this project, including a \$5,500 contingency budget, is \$25,000. Sufficient funds are available in the Capital Improvement Project account number 400-411-45200-972.452.

# CONTRACT FORM

Page 1 of 2

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

## City Standard Contract for 4940 RIVERFIELD DRIVE FLOODWAY EXCAVATION

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

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

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

"Contractor" means:

PONSTEIN ENTERPRISES, LLC  
LEGAL NAME OF COMPANY

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

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

6601 WILSHIRE DR.  
ADDRESS

JEWISON  
CITY

MI  
STATE

49428  
ZIP CODE

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

### Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents. None
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

CONTRACT FORM, CONTINUED

Page 2 of 2

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

City of Wyoming

Contractor

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

By: Steve Crane  
Signature of Bidder

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

STEVE CRANE  
Printed Name of Bidder

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

PROJECT MANAGER  
Title

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

Date signed: OCTOBER 3, 2023

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

RESOLUTION TO ACCEPT A QUOTATION FOR THE PURCHASE AND INSTALLATION  
OF AN ENCLOSED UTILITY BOX ON A WATER UTILITY SERVICE VEHICLE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quotation from Hoekstra Truck Equipment Company, Inc. for the purchase and installation of an enclosed utility box on a water utility service vehicle in the total estimated amount of \$26,518.00.
2. Funds are available in account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase and installation of an enclosed utility box on a water utility service vehicle in the total estimated amount of \$26,518.00.
2. The Wyoming City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

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

ATTACHMENTS:

Staff Report

Contract/Quotation

## STAFF REPORT

Date: September 20, 2023  
Subject: Water Truck Enclosed Utility Box Purchase and Installation  
From: Don Roest, Fleet Services Supervisor  
Meeting Date: October 16, 2023

---

### RECOMMENDATIONS:

It is recommended that the City Council accept a quotation from Hoekstra Truck Equipment Company, Inc. to install an enclosed utility box for \$26,518.00, and authorize the Mayor and Clerk to sign the associated contract.

### COMMUNITY, SAFETY, STEWARDSHIP:

Properly upfitted equipment is necessary for staff to be able to respond appropriately to water and sewer emergencies.

### DISCUSSION:

On September 5, 2023, City Council authorized, via resolution 27833, the purchase of a F550 cab and chassis truck for use as a water utility service vehicle. This vehicle is used to respond to watermain and water service emergencies. At that time, it was noted that this vehicle also needed to be upfitted with an enclosed utility box for equipment and supply storage.

Staff obtained quotations to upfit the vehicle from two local companies. Results are noted below:

Hoekstra Truck Equipment Company, Inc.	\$26,518.00
Royal Truck and Utility Trailer	\$27,246.00

Quotations were evaluated based on price and availability, and staff are recommending that the City enter into a contract to perform this work with Hoekstra Truck Equipment Company, Inc.

This vehicle was originally scheduled to be replaced in 2021; however, supply constraints have delayed its purchase and upfitting until this time.

### BUDGET IMPACT:

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

CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

*Contractor* means Hoekstra Truck Equipment Company, Inc., a Michigan corporation of 260 36<sup>th</sup> St SE, Grand Rapids, MI 49548.

*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 October 3, 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 supplying and installing the service body and bumper as described and specified in the Proposal.

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

**TERMS AND CONDITIONS**

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows: NONE.
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**

**Hoekstra Truck Equipment Company, Inc.**

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


By: Mike Thorsen  
[Signature officer, director or principal of Contractor]  
Mike Thorsen

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

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: September 28, 2023

Date signed: October \_\_, 2023

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

**EXHIBIT A**

**CITY CONTRACT MODIFIED 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. **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 the last 3 years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within the last 3 years had one or more public transactions terminated for cause or default..
  - C. 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.
  - 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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.
  - B. 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.
6. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (ii) paying or agreeing to pay any person, other than 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 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 and only in accordance with the written terms provided in that approval.
8. **W-9.** Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.
9. **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.
10. **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.
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. **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.
13. **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 actions of Contractor or Contractor's Personnel.

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

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$1,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person     \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

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

16. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. No other individuals or entities are intended to be beneficiaries of this Contract.

17. 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.

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

# EXHIBIT B



260 36TH STREET SE  
 GRAND RAPIDS, MI 49548  
 Phone: (616) 241-6664 Fax: (616) 241-1111  
 F110210

Invoice No.	E301011158
Date	9/7/2023
Order Type	Service Estimate
Customer ID	WYOMING CITY OF - DON - 10671
Sales Person	THORSEN, MICHAEL R
Advisor	THORSEN, MICHAEL R

**BILL TO**  
 WYOMING CITY OF - DON  
 1155 28TH STREET S.W.  
 WYOMING, MI 49509

**DELIVER TO**  
 WYOMING CITY OF  
 2187 PRAIRE PARKWAY  
 WYOMING, MI 49509  
 P: (616) 530-7213

DATE PROMISED	DATE INVOICE	SALES TYPE	UNIT ID	TERMS	CUSTOMER REFERENCE		
9/7/2023 12:49:24PM		STRK	SVCBODY	NET30	READING 132 X 72 BODY		
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	IN SERVICE	ODOMETER IN	ODOMETER OUT
					1/1/2022	0	0

### Estimate Operations

# ESTIMATE

**JOB #1 E302**                      **STRK INSTALL SERVICE BODY AND BUMPER - FORD**  
**SERVICE**                      **INSTALL SERVICE BODY AND BUMPER - FORD**  
  
 F-550 WITH A 84" CAB TO AXLE

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	3012/14302338	WIRING HARNESS FORD 99-CURRENT	75.00	75.00
4	3012/50W100J	50 WATT 10 OHM RESISTOR	5.00	20.00
1	3012/YKDK090002	MNT KIT 108/132 F350-F550 17+	200.00	200.00
1	3015/BPSRDRW1FA011202	BUMPR RECESD, 92" DRW POUCHED	750.00	750.00
1	3015/CLS 11401	CL 132 DW SPECIFICATIONS STEEL CLASSIC II: 132" Classic service body for 84" CA chassis. Hidden hinges, Reading white powder coat finish, One (1) rectangular light hole in each rear partition, Fuel fill cut-out located roadside front of wheelhouse on U98SW and rear of wheelhouse on 108 & 132. A60 coating weight steel treadplate floor. E-Coat Prime, Slam action tailgate, Light Kit and installation - LED lights & wiring. Pre-piloted interior partitions for future Master Locking installation.	11,475.00	11,475.00
1	3015/U24	TAPERED PROFILE 72" STEEL	10,800.00	10,800.00
	LABOR E302	INSTALL DEALER ADVANTAGE BODY AND BUMPER - FORD	120.00	840.00
1	FRT	IN BOUND FREIGHT	600.00	600.00

**JOB #2 E203**                      **STRK INSTALLATION OF RECEIVER TUBE HITCH**  
**SERVICE**                      **INSTALLATION OF RECEIVER TUBE HITCH**

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	3012/BUYTC107	7-WAY BRACKET	3.00	3.00
1	3012/BUYTC1775P	2020-C FORD SD 7-WAY HARNESS	40.00	40.00
1	3012/CUR15845	CLASS V HITCH, 20K FORD CHASIS 1999 - 2020 F-350, F-450, F-550, AND F-650 2020 F-350 COULD USE A CUR15804.	400.00	400.00
	LABOR E203	INSTALLATION OF RECEIVER TUBE HITCH	120.00	360.00



260 36TH STREET SE  
 GRAND RAPIDS, MI 49548  
 Phone: (616) 241-6664 Fax: (616) 241-1111  
 F110210

Invoice No. E301011158  
 Date 9/7/2023  
 Order Type Service Estimate  
 Customer ID WYOMING CITY OF - DON - 10671  
 Sales Person THORSEN, MICHAEL R  
 Advisor THORSEN, MICHAEL R

**JOB #3 E100 STRK TRUCK INSTALLATION LABOR**  
 SERVICE INSTALL 3 BAR LADDER RACK.

**ESTIMATE**

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	3012/13770511	SPM/SC/RC/RVII 3 BAR 50" RACK	400.00	400.00
	LABOR E100	TRUCK INSTALLATION LABOR	120.00	360.00

**Estimate Operations Totals** Prepay: \$0.00 Parts: \$24,163.00 Labor: \$1,560.00 Misc: \$600.00 Sub \$26,323.00

**PLEASE NOTE**

Thank you for your business. By my signature, I hereby agree to pay the charges as listed on my invoice, per the terms that have been set for my customer account. An inspection of the unit has been done by me for product content, workmanship, operation and is deemed acceptable and in proper working order.

**Disclaimers of Warranties**

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connections with the sale of said merchandise.

Repair Facility License #F110210

QUOTE SUBJECT TO CHANGE BASED ON MANUFACTURER NOTICE OF PRICE INCREASE OR ADDED SURCHARGE.

	ESTIMATED	BILLED
LABOR	\$1,560.00	
PARTS	\$24,163.00	
MISC	\$600.00	
SUBLET	\$0.00	
PREPAY	\$0.00	
<b>SUBTOTAL</b>	<b>\$26,323.00</b>	
SHOP SUPPLIES		\$195.00
MISC SUPPLIES		\$0.00
TAX		\$0.00
<b>TOTAL</b>		<b>\$26,518.00</b>

Please Remit Payment to:  
 HOEKSTRA TRUCK EQUIPMENT  
 260 36TH STREET SE  
 Grand Rapids, MI 49548

SIGNATURE \_\_\_\_\_ DATE/TIME \_\_\_\_\_

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

RESOLUTION TO ACCEPT AN AGREEMENT WITH THE KENT COUNTY ROAD COMMISSION  
TO PAY THE CITY OF WYOMING TO PERFORM WINTER MAINTENANCE ACTIVITIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept an agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming.
2. Reimbursed winter maintenance costs for Chicago Drive are not expected to exceed \$150,000 for the 2023-2024 winter season.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an agreement with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming for the 2023-2024 winter season.
2. The City Council does hereby authorize the City Manager to sign the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                     No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

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

ATTACHMENTS:

Staff Report  
Agreement

## STAFF REPORT

Date: September 27, 2023

Subject: Authorize Winter Maintenance Activities for Chicago Drive

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

CC: Myron Erickson, Public Works Director

Meeting Date: October 16, 2023

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### **RECOMMENDATION:**

The Public Works Department recommends the City Council authorize the City Manager to enter into a one-year contract with the Kent County Road Commission to pay the City of Wyoming to perform winter maintenance activities on the portion of Chicago Drive that is located within the City of Wyoming. Winter maintenance activities will be reimbursed according to established rates as noted on the attached State of Michigan contract.

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

Providing winter maintenance activities on the portion of Chicago Drive located within the City will ensure that residents can enjoy the same level of winter maintenance service that all other major City streets have. The City has performed winter maintenance of this portion of Chicago Drive since 2019 with no loss of service to the remainder of the City.

### **DISCUSSION:**

Historically, the Kent County Road Commission has provided winter road maintenance on the segment of Chicago Drive that is located within the City of Wyoming. This road segment is approximately 2.5 miles long and is located between Clyde Park Avenue (east boundary) and Porter Street (west boundary). Grand Rapids performs winter maintenance on Chicago Drive within their City, and Grandville performs winter maintenance on Chicago Drive within their City.

For the upcoming winter maintenance season, it is proposed that the City again enter into a one-year agreement with the Kent County Road Commission to pay the City to perform salting and plowing activities on the portion of Chicago Drive located in the City. Activities will be reimbursed from the Kent County Road Commission according to City labor rates, state equipment rates, material bid prices, and a set overhead percentage, as noted on the attached form. The Kent County Road Commission is funded by the State of Michigan, and these funds will be used to reimburse the City. Reimbursed winter maintenance costs are not expected to exceed \$150,000 for the 2023-2024 winter season.

### **BUDGET IMPACT:**

Since the City will be reimbursed for all labor, equipment and materials used, there is no negative budgetary impact.

### **ATTACHMENT:**

MDOT Form 0426



**CONDITIONS OF EQUIPMENT**

- A. All equipment furnished without an operator, will be in proper operating condition when delivered for use by MDOT. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to equipment is the responsibility of the vendor.
- B. When equipment and an operator, or a service, is furnished by the vendor, the vendor is responsible for all maintenance, labor, materials, and other expenses involved.

The contract agency is hereby authorized to contract with the named contractor for equipment or service(s) as described.

**APPENDIX B (County) & APPENDIX C (Municipality) PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as herein above set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

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

RESOLUTION TO ACCEPT A PROPOSAL FOR  
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM UPGRADES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Tetra Tech to perform SCADA system upgrades at the Clean Water Plant in the total estimated amount of \$85,000.00.
2. Funds are available in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Tetra Tech to perform SCADA system upgrades in the total estimated amount of \$85,000.00.
2. The City Council authorizes the City Manager to sign the proposal.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

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

ATTACHMENTS:

Staff Report  
Proposal

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

## STAFF REPORT

Date: September 28, 2023  
Subject: Clean Water Plant SCADA Upgrades  
From: Dan Kleinheksel, Utility Maintenance Manager  
Meeting Date: October 16, 2023

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### **RECOMMENDATION:**

It is recommended the City Council accept the proposal from Tetra Tech to perform Supervisory Control And Data Acquisition (SCADA) system upgrades at the Clean Water Plant in the total amount of \$85,000.00.

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

The SCADA system is the computerized monitoring and control system of the Clean Water Plant, allowing skilled staff the oversight, control, and ability to act to ensure properly treated wastewater. It also functions as a layer of security that prevents malicious actors from gaining unauthorized access and taking control of the clean water plant process. Its proper upkeep and modernization contribute to the protection of the environment and the prevention of untimely interruption of plant operations.

### **DISCUSSION:**

The Clean Water Plant SCADA system is a proprietary software system that continuously monitors thousands of processes and control parameters, gathers and stores hundreds of thousands of data points daily, and calls the licensed plant operator's attention to any disruptions, alarms, or other issues. Should the system detect a problem in the treatment process it triggers an alarm for the plant operator, who can then take the best action. The software is custom programmed with a graphical user interface providing the plant operator a visual representation of the plant process and the ability to adjust processes and respond to alarms. The proprietary name of our SCADA software is Wonderware.

The current Wonderware software is version 2014 R2, running on aged computers and using an outdated Windows 7 operating system. The systems are obsolete and no longer have mainstream support from manufacturers. It is prudent to upgrade outdated software with the latest 2023 versions and replace old computing equipment with new thin-client computer technology. Performing the SCADA upgrades increases system reliability and redundancy, enhances plant process security, and eases long-term management and maintenance.

Tetra Tech will work closely with the City's IT and Clean Water Plant staff for the configuration and installation of the software and hardware. They will develop the system architecture and provide specifications for software and hardware which will be procured by the City.

Tetra Tech is the original designer of our SCADA system. Their familiarity with the Clean Water Plant, existing SCADA system, custom programming, and configuration of the current system makes them a logical and cost-effective choice to perform this work. We therefore did not solicit proposals from other providers for this project, as the learning curve would be inefficiently steep. We have received great service from Tetra Tech over the years.

**BUDGET IMPACT:**

Adequate funds have been budgeted for and exist in the Clean Water Plant Capital Account #590-590-54400-986.444.



**TETRA TECH**

August 1, 2023

*Transmitted Electronically*

Mr. Dan Kleinheksel  
City of Wyoming Clean Water Plant  
2350 Ivanrest  
Wyoming, Michigan 49418

Re: City of Wyoming Michigan  
Clean Water Plant  
Proposal for SCADA Wonderware Upgrades

Dear Mr. Kleinheksel:

Thank you for the opportunity to submit our professional services proposal to assist the City of Wyoming in upgrading the Clean Water Plant Wonderware Intouch software and related computing hardware.

#### **BACKGROUND**

The current Wonderware HMI system utilizes version 2014 R2 running on ageing thick-client computers using the Windows 7 operating system (OS). Both the Wonderware version and operating system is obsoleted and mainstream support by the manufactures is no longer available. In addition, the historian is utilizing an older version of Windows Server OS and again both the Wonderware Historian software and OS are obsoleted.

This project will replace all the computing hardware and software with the latest versions of Wonderware (2023) and latest Microsoft operating systems that offer greater security and have full support and patch updating from their manufactures. In addition the existing thick-client computers will be upgraded to thin-clients technology which offer much better security provisions and easier long term management and maintenance.

#### **UPGRADE PLAN**

Based on our conversations the City desires to upgrade the existing Wonderware Intouch Human Machine Interface (HMI) software and related computing hardware. Currently the Wonderware HMI system includes a single historian with each individual client computer running a stand-alone Intouch application without the use of terminal services. In addition, the current system does not include individual login security, either at the operating system or HMI security level.



It is our understanding that you would like Tetra Tech to assist the City with upgrading the plant Wonderware Intouch HMI software, including the addition of redundant terminal servers utilizing ThinManger remote thin client management software. It is our understanding that Tetra Tech will be working closely with Wyoming IT and that Wyoming IT would procure the requisite computing hardware and software for the Tetra Tech designed system.

Tetra Tech proposes the following approach:

- Tetra Tech to develop a revised system architecture that utilizes VMWare and two redundant servers to be located at the treatment plant plus thin-client computers that will be used for operational HMI nodes around the treatment plant.
- Tetra Tech will develop hardware and software specifications that will be procured by the City. This includes redundant virtualized servers, thin-client hardware, system monitors including possible industrial monitors to replace the panel mounted units and required system software and licensing.
- Tetra Tech to provide the number of server VM's and resources needed for each.
- Tetra Tech will investigate and recommend the best Wonderware licensing model to utilize. Recent changes by Wonderware to their software licensing model for individual and bundled products offers new opportunities but also includes pro/cons with potential increases in annual license fees versus a the more traditional lump sum up-front license model with annual support. This could also affect the Water Treatment Plant licensing as well.
- Tetra Tech will convert the existing application to the latest Intouch version and address any scripting and or screen resolution change issues.
- Tetra Tech will add individual login security utilizing existing system domain controllers and work with the City to assign user permissions.
- Tetra Tech will install the latest Wonderware Intouch 2023 and related software. (Completed via remote connection by Tt)
- Tetra Tech will install and configure ThinManager software on new VM server. (Completed via remote connection by Tt)
- Tetra Tech to provide a pre-deployment site visit to the CWP to fully verify system configuration, setup thin clients in available office space and test system prior to final system deployment.
- Tetra Tech will provide onsite deployment of the new system.

**City Tasks:**

- Procure hardware and software based on specifications developed by Tetra Tech.
  - Includes Operating system (OS) and OS licensing.
  - RDS licensing.
  - VMWare with licensing.
  - Modified Wonderware licensing.
- City to configure new servers, setup VMWare, create VM's and deploy new servers onsite at CWP. Includes readying the servers for remote access by Tt.
- City to configure the new CWP Domain controllers and place new servers on domain.



## **TETRA TECH SCOPE OF WORK**

### **DESIGN**

- Develop revised HMI system architecture including a Visio drawing depicting the new system.
- Develop hardware & software specifications for new equipment to be purchased by the City.
- Investigate and recommend changes to the Wonderware licensing model. Explore perpetual versus subscription licensing.

### **HMI PROGRAMMING**

- Convert the existing Wonderware application to the latest version 2023.
- Incorporate Wonderware application individual user login security utilizing the new CWP SCADA domain controllers.

### **PRE-DEPLOYMENT**

- Remotely configure the new virtual machines and server operating systems for the new SCADA configuration.
- Remotely install Wonderware software applications.
- Remotely install and preliminarily configure the ThinManager software.
- Remotely configure Wonderware Intouch, Wonderware RDS and Historian servers.
- Conduct multi-day onsite visit at the CWP:
  - Configure and setup thin-client computers.
  - Finalize server configuration.
  - Finalize configuration of the ThinManager software.
  - Test system functionality.

### **ONSITE STARTUP**

- Officially deploy new system hardware and software onsite at the Wyoming CWP during a multi-day startup.
- Provide one follow-up visit or provide 16 hours of remote support (VPN) time to resolve issues after system commissioning.

### **ASSUMPTIONS**

Tetra Tech assumes the following:

- All Wonderware software licenses provided by City of Wyoming.
- All computer hardware provided by City of Wyoming
- Mounting/installation of server hardware by City of Wyoming.
- Assistance from City of Wyoming IT as needed.



**COMPENSATION**

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of **\$85,000.00**.

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

**SCHEDULE**

We are prepared to begin work immediately upon receipt of your written authorization to proceed.

**CONCLUSION**

We look forward to working with you on this important project. If you need additional information, please call me at (734) 213-5075.

Sincerely,

*Mick S. Jones*      *Mick S. Jones*, 9-26-23

Mick S. Jones, P.E.  
Senior Project Manager

Encl.: Standard Terms and Conditions  
Copy: Accounting (w/encl.)

**PROPOSAL ACCEPTED BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

*Wyoming CWP Proposal for SCADA Wonderware Upgrades*

Approved as to form:

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



# Tetra Tech of Michigan, PC

## Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

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

RESOLUTION TO ACCEPT AN AGREEMENT FOR TECHNICAL SPECIFICATIONS,  
ADMINISTRATION, AND PROJECT OVERSIGHT SERVICES FOR THE  
HOOK AVENUE ELEVATED STORAGE TANK REHABILITATION PROJECT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept an agreement from Dixon Engineering, Inc. to provide technical specifications, administration, and project oversight services for the Hook Avenue elevated storage tank rehabilitation project in the total estimated amount of \$91,800.00.
2. Funds are available in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an agreement from Dixon Engineering, Inc. to provide technical specifications, administration, and project oversight services for the Hook Avenue elevated storage tank rehabilitation project in the total estimated amount of \$91,800.00.
2. The City Council authorizes the Mayor and City Clerk to sign the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

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

ATTACHMENTS:

Staff Report  
Agreement

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

## STAFF REPORT

Date: September 27, 2023  
Subject: Hook Elevated Tank Rehabilitation  
From: Dan Kleinheksel, Utility Maintenance Manager  
Meeting Date: October 16, 2023

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### **RECOMMENDATION:**

It is recommended the City Council accept the proposal from Dixon Engineering, Inc. to provide technical specifications, administration, and project oversight of the Hook elevated storage tank rehabilitation project in the estimated amount of \$91,800.00.

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

Regular and proper upkeep of drinking water infrastructure contributes to the protection of public health and the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations or water supply.

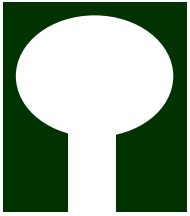
### **DISCUSSION:**

The City of Wyoming has two elevated tanks to store potable water and provide consistent water pressure to city residents and businesses. One such elevated tank is located off Hook Avenue and is rated to store 2,000,000 gallons of water. On October 21, 2019, Dixon Engineering, Inc. performed an interior and exterior tank inspection, which was followed with recommendations for repair and recoating of the interior and exterior of the tank. The scope of recommended work also includes the replacement of a roof hatch, roof stiffeners, and EGLE compliance upgrades. To maximize the tank life and continue supplying pressurized potable water to the city, it is prudent to proceed with the rehabilitation of the Hook elevated tank.

Dixon Engineering, Inc. is a leader in the niche field of water storage tanks and has provided excellent service in past projects and management services for the city. They have overseen all our water storage tank activities including tank inspections and cellular antenna installations. Therefore, Dixon Engineering, Inc. is the logical choice to develop project specifications for the rehabilitation of the elevated tank based on the most previous inspection. Dixon Engineering, Inc. will manage the bidding process, provide a bid recommendation, and oversee the project with daily inspections. Closely managing the project to verify that repair and coating standards are met ensures the work will endure the expected twenty or more years of service.

### **BUDGET IMPACT:**

Adequate funds exist in the Water Fund Capital Account #591-591-57300-986.444.



**AGREEMENT BETWEEN OWNER AND DIXON**  
**FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: October 17, 2023 (“Effective date”) between City of Wyoming, Michigan (**Owner**) and Dixon Engineering, Inc. of Lake Odessa, Michigan (**DIXON**).

DIXON is generally providing the following services related to maintenance work to be performed on Owner’s 2,000,000 gallon Toro Ellipse at the north end of Hook Ave SW: (i) preparation of technical specifications, and bidding and contract documents, (ii) attending a pre-bid meeting and addressing inquiries prior to receipt of bids, (iii) assistance with reviewing and evaluating submitted bids, (iv) assembling and reviewing signed contract documents, (v) attending a preconstruction meeting, (vi) project administration, (vii) welding observations, (viii) wet interior, exterior, and dry interior coating observations, and (ix) 1-year ROV warranty observation (**Project**).

Other terms used in this Agreement are defined in EXHIBIT GP. Terms not defined in this Agreement that are terms of art shall have the meaning provided in EJCDC C-700-18®, Standard General Conditions of the Construction Contract as modified by DIXON and/or OWNER.

This service fee is the Estimated Amount of \$91,800.

Approved as to form:

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

**Proposals / Agreement Signatures**

  
 \_\_\_\_\_

September 26, 2023

Eric Binkowski, Project Manager

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

Owner

\_\_\_\_\_  
 Kent Vanderwood, Mayor DATE: October \_\_, 2023

\_\_\_\_\_  
 Kelli A. VandenBerg, City Clerk DATE: October \_\_, 2023

\_\_\_\_\_  
 AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner the following individuals to act as DIXON’s and Owner’s representatives with respect to the Project.

Designated Person: Dan Kleinheksel  
 Address for Owner’s receipt of notices:  
 City of Wyoming  
 16700 New Holland Street  
 Wyoming, MI 49424  
 Email: kleinhekseld@wyomingmi.gov

Designated Person: Eric Binkowski  
 Address for DIXON’s receipt of notices:  
 Dixon Engineering, Inc.  
 1104 Third Avenue  
 Lake Odessa, MI 48849  
 Email: eric.binkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, by certified mail postage prepaid, by a

commercial courier service, such as FedEx, or by an acknowledged e-mail. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

## **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

## **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

## **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
  - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 3. EXHIBIT C, Attachments C-1, and C-2.
  - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
  - 2. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).

3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

### **9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

### **9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

### **9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

### **9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### **9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.
- B. DIXON 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.
- C. DIXON has and will maintain, and DIXON's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
- D. Neither DIXON nor any of DIXON's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within the last 3-years had one or more public transactions terminated for cause or default.

E. DIXON is not an “Iran linked business” under Michigan’s Iran Economic Sanctions Act.

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

- A. DIXON in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.
- B. DIXON 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 DIXON will engage with others on OWNER’s behalf, DIXON must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), DIXON must use language assistance services in communications.
- D. DIXON 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 DIXON, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) DIXON’s ineligibility for future OWNER contracts.
- F. DIXON must retain and, upon request, provide OWNER access to and copies of all information and reports required by the requirements referred to in this provision that OWNER or a state or federal agency determine are pertinent to ascertain compliance. If information required of DIXON is in the sole possession of another who fails or refuses to furnish it, DIXON must so certify to OWNER.

**9.08 Ethical Standards.** DIXON and DIXON’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 OWNER 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 DIXON’s personnel, any consideration contingent upon the award of this Contract. None of DIXON’s personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other OWNER officer or OWNER board/commission member of the OWNER except

as already disclosed in writing to OWNER. DIXON will promptly inform OWNER of any change in this circumstance.

**9.09 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

**DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES**

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Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

**PART 1**

**A1.01 Design Phase – Technical Specifications:**

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
  - a. Additions to General Conditions of Construction Contract relevant to coating projects.
  - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
  - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

**A1.02 Bidding and Contract Document Phase:**

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
  2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
  3. Prepare and submit to Owner for compliance with local state and municipal requirements:
    - a. Section 00 00 00 Notice to Bidders.
    - b. Section 00 24 00 Project Summary.
    - c. Section 00 21 13 Instructions to Bidders.
    - d. Section 00 22 13 General Conditions as modified by DIXON or OWNER. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
    - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
    - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
    - g. Section 00 53 00 Schedule of Values Form.
  4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
  5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
  6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
  7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
  8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
  9. Attend and document, pre-bid meeting, if any, and issue Addenda if clarifications required.
  10. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
  11. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
  12. If Owner agrees, issue Notice of Award to recommended Bidder.
  13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
  14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
  15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
  16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.

2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.  
Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

**A1.03 Construction Phase:**

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract, as it may be modified before bidding.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.
6. Any determinations that Work complies with Contract Documents, that Substantial Completion or Final Completion is reached, or that payment is due to Contractor will be recommendations to OWNER and OWNER's determination to make. OWNER will not be bound by such recommendations.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18, as it may be modified before bidding.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
  - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
  - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
5. Hold Point Coating Wet Interior - Observe, Record, Report, and:
  - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
  - b. Collect spent abrasive for sampling and testing.
  - c. Abrasive blast cleaning prior to application of the prime coat.
  - d. Prime coat prior to application of the next coat.
  - e. Intermediate coat prior to application of the stripe or topcoat.
  - f. Stripe coat prior to application of the topcoat.
  - g. Observe wet interior using high/low voltage holiday detection.
  - h. Topcoat for compliance with specifications.

6. Hold Point Coating Exterior - Observe, Record, Report, and:
    - a. Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
    - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
    - c. Spot power tool, feathering, and compliance with specifications.
    - d. Prime coat prior to application of the epoxy intermediate coat.
    - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
    - f. Urethane intermediate coat prior to application of the topcoat.
    - g. Topcoat for compliance with specifications.
    - h. Check foundations coating for compliance with specifications.
    - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
  7. Hold Point Coating Dry Interior- Observe, Record, Report, and:
    - a. LPWC for thoroughness and compliance with specifications.
    - b. Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
    - c. Abrasive blast cleaning prior to application of the prime coat.
    - d. Stripe coat prior to application of the topcoat.
    - e. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
  8. Hold Point Project Finalization:
    - a. Review all repairs not installed until after coating.
    - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
    - c. Observe the installation of screens, light bulbs, etc.
    - d. Observe Site for restoration to pre-project conditions.
    - e. Formulate a punch list of items to complete.
    - f. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
  2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

**A1.04 Post Construction Phase:**

- A. Basic Services:
  1. One Year Warranty Observation - ROV and Exterior:
    - a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
    - b. Observe the exterior coating and quantify damages.
    - c. Review all repairs completed during Construction Phase.

- d. Review all exterior appurtenances for damage due to corrosion or construction.
  - e. Review exterior of the exposed foundations.
  - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
  - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.
- B. Post Construction Phase - Owner's Responsibilities:
- 1. Warranty Observation - ROV Observation:
    - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
    - b. Perform chlorine residual and bacteriological testing after completion of observation.

**A2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
  - 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

**BASIS OF FEES, INVOICING AND PAYMENT**

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General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

**Part 1 BASIS OF FEES**

**C1.00 Owner's Responsibility:**

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (**RPR**), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (**Exhibit C-1**).

**C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

**C1.02 Methods of Rate Calculation and Definitions including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
  - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
    - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
    - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
    - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
  - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
  - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
  2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
  3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
  4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in this Exhibit C Attachment 1. They are either Lump Sum or Unit Price as indicated. The fees cannot exceed \$91,800 without additional approval by Owner's City Council.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract,

is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
  - a. Excessive submittal review,
  - b. Excessive evaluations of proposed substitutes,
  - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
  - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
  1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement. However, the estimated amount of \$91,800 may not be exceeded without additional approval by Owner's City Council.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if the RPR remains on Site, the RPR is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable

- changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
  3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 45 days after receipt of DIXON's invoice, then:
  1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 45<sup>th</sup> day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

**PART 3 SELECTION OF RPR SERVICES**

**C3.01 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

**SUMMARY OF DIXON’S COMPENSATION FEES SCHEDULE of VALUES**

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1. The total compensation for services under this Agreement is the estimated total compensation amount of **Ninety-One Thousand, Eight Hundred Dollars, \$91,800** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			\$7,000	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.02-Bid Opening Meeting			\$900	Unit Price
A1.03-Preconstruction Meeting			\$1,250	Unit Price
A1.03-Other Defined Basic Services - Project Administration			\$4,000	Lump Sum
A1.03-RPR Services Weld	4	\$1,350	\$5,400	Unit Price
A1.03-RPR Critical Phase Coating	55	\$1,250	\$68,750	Unit Price
A1.04-Warranty Observation			\$3,500	Lump Sum
<b>Total</b>			<b>\$91,800</b>	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Payment by OWNER to DIXON for Services shall not exceed \$91,800 except by approval from OWNER’s City Council.

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Owner and DIXON

**STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE**

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<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$187.00	\$281.00
Engineer	\$193.00	\$229.00
CWI Welding RPR	\$187.00-\$206.00	\$281.00-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$158.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$158.00 per diem	\$148.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2023 (Revised: 9/8/2022)**

## **ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

### **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

#### **E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party

maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
<b>Key</b>				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR  
EXHIBITS**

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**GP1.00 Time for Completion:**

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, or if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**GP1.01 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

**GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
  - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. If DIXON becomes aware that any Work does not comply with the Contract Documents, DIXON will notify Owner.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
  1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
  2. the safety precautions and programs incident thereto,
  3. or security or safety at the Project site, nor
  4. for any failure of a Constructor's furnishing and performing of its work.
  5. DIXON shall not be responsible for the acts or omissions of any Constructor or
  6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any of Contractor's Work, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and

proposals to others accurately describing its participation and participation of employees in the Project.

**GP1.03 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
  - 2. DIXON grants Owner a limited license to use the Documents on the Project.
  - 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to the Owner shall not create any rights in third parties.

**GP1.04 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

**GP1.05 Suspension and Termination:**

- A. Suspension:
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
  - 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
  - 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
  - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - 2. By DIXON:
    - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
  - 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:
  - 1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

- a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
    - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
    - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
    - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
  3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. **Effective Date of Termination:** If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. **Payments Upon Termination:**
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
  2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

**GP1.06 Controlling Law and Compliance with Laws and Regulations:**

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
  1. Changes after the Effective Date to Laws and Regulations.
  2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON and Owner unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

**GP1.07 Dispute Resolution:**

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

**GP1.08 Environmental Condition of Site:**

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
  - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**INSURANCE REQUIREMENTS AND LIABILITY CONCERNS**

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The Agreement is supplemented to include the following agreement of the parties:

**IR1.00 Insurance:**

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
  - 1. Workers' Compensation: Statutory
  - 2. Employer's Liability:
    - 1) Bodily injury, each accident \$1,000,000
    - 2) Bodily injury by disease, each employee \$1,000,000
    - 3) Bodily injury/disease, aggregate \$1,000,000
  - 3. General Liability:
    - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
    - 2) General Aggregate \$2,000,000
  - 4. Excess or Umbrella Liability:
    - 1) Per Occurrence \$5,000,000
    - 2) General Aggregate \$5,000,000
  - 5. Automobile Liability:
    - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
  - 6. Professional Liability:
    - 1) Each Claim Made \$2,000,000
    - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and Owner's officers, employees, agents, and representatives.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement. If requested by owner, DIXON shall deliver to Owner copies of policies and endorsements.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than

those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

**IR1.01 Limitation of Liability:**

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total professional liability, in the aggregate, of DIXON and to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

**IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:**

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

**IR1.03 Percentage Share of Negligence:**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.

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

RESOLUTION TO AUTHORIZE PAYMENT TO THE WATER RESEARCH FOUNDATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize payment to the Water Research Foundation in the amount of \$37,489.00.
2. Approximately \$18,000.00 attributed to the wholesale customer communities and is recovered in the wholesale rates.
3. Funds are available in account numbers 591-591-55300-956.000 and 590-590-54300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment to the Water Research Foundation in the amount of \$37,489.00.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 16, 2023.

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

ATTACHMENTS:

Staff Report  
Invoice

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

## STAFF REPORT

Date: October 10, 2023

Subject: Continued Support for the Water Research Foundation

From: Jaime Fleming, Utilities Laboratories Manager

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: October 16, 2023

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### **RECOMMENDATION:**

It is recommended City Council authorizes continued support of the Water Research Foundation via Utility Membership fee for the 2022/23 subscription period in the amount of \$37,489.00.

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

By supporting the Water Research Foundation (WRF), we continue to ensure that all City of Wyoming Utility customers benefit from ongoing research on a variety of water quality topics including treatment, distribution/collection, chemistry, microbiology, and regulatory compliance.

### **DISCUSSION:**

The City has been a Utility Member of WRF for more than 30 years. A subscription provides financial support to their research efforts on a variety of water quality topics. It also provides access to WRF's full document library which includes journal articles, research reports, case studies, best practice guidance documents, and state-of-the-science summaries. In the last year, some topics that were of interest to Wyoming were: asset management, PFAS, biological nutrient removal, communications, fluoridation, corrosion control chemistry, climate change, microplastics, and cyanobacteria.

Our membership with WRF provides access to the research library for an unlimited number of City and customer community employees. As we continue to comply with new and existing regulatory requirements and guidelines, it is important that we have a firm understanding of them. This begins with supporting sound science and research undertaken within our own professional community. Our subscription fee is pooled with those from other utilities, multiplying the benefit we receive, uniting us with other utilities around the country and the world, and reducing the dollar amount that individual organizations would incur if conducting this work on their own.

### **BUDGET IMPACT:**

The Water Research Foundation subscription fee covers the drinking water and the wastewater memberships. The drinking water portion of the fee is \$28,705.00, with about \$18,000 attributed to the wholesale customer communities and recovered in the wholesale rates. The wastewater portion of the fee is \$8,784.00. The total subscription fee is \$37,489.00.

Funds for this are available in the Water Fund account 591-591-55300-956.000 and the Sewer Fund account 590-590-54300-956.000.



6666 W Quincy Avenue Denver, CO 80235-3098  
 P 303.347.6128 F 303.734.0196  
 pschrader@waterrf.org

	<b>Date</b> October 1, 2023
<b>Subscriber Number</b> 0004522	<b>Foundation Tax ID</b> 13-6211384
<b>Subscriber Since</b> 1986	<b>Invoice Number</b> 0004522-2022-1

City of Wyoming Water Department  
 Jaime Fleming  
 Laboratory Manager  
 16700 New Holland Rd  
 Treatment Plant  
 Holland, MI 49424-5554

Order No.	Description	Total Commitment
7000177394	WRFMBR - Utility Membership 01-Nov-2022 to 31-Oct-2023	\$28,705.00
7000177400	WRFMBR - Utility Membership - Waste Water 01-Nov-2022 to 31-Oct-2023	\$8,784.00
	<b>Amount Due:</b>	<b>\$37,489.00</b>



6666 W Quincy Avenue Denver, CO 80235-3098  
 P 303.347.6128 F 303.734.0196  
 pschrader@waterrf.org

*Detach and return with payment*

Please make check payable to: **The Water Research Foundation**

	<b>Date</b> October 1, 2023
<b>Subscriber Number</b> 0004522	<b>Invoice Number</b> 0004522-2022-1

Order No.	Description	Amount Due
7000177394	MBRUTILITY	\$37,489.00
7000177400	MBRUTILITY-WW	
<b>Revised Invoice Requested? Yes</b> (Brought invoice date current)		<b>Amount Enclosed</b>

City of Wyoming Water Department  
 Jaime Fleming  
 Laboratory Manager  
 16700 New Holland Rd  
 Treatment Plant  
 Holland, MI 49424-5554



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

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Fire Hose Nozzles and Flow Meter	Macqueen Equipment dba Macqueen Emergency	Bid prices as shown on the attached staff report.

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 October 16, 2023.

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

ATTACHMENTS:

Staff Report  
Contract

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

## STAFF REPORT

Date: September 28, 2023  
Subject: Fire Nozzles  
From: Dennis Van Tassell, Deputy Fire Chief  
CC: Kim Koster, Public Safety Chief  
Kip Snyder, Deputy Public Safety Chief

Meeting Date: October 16, 2023

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### RECOMMENDATION:

It is recommended City Council accept the bid for tips, nozzles, and flow test meter from Macqueen Equipment in the amount of \$29,904.53.

### COMMUNITY, SAFETY, STEWARDSHIP:

The tips and nozzles requested will protect people throughout the City of Wyoming. After thorough research and testing, it was found that the aging nozzles the department utilizes were failing National Fire Protection Association (NFPA) standards. The types of nozzles within the department had many moving parts that were failing that would require costly repairs. The new nozzles and tips will replace nozzles that have exceeded their serviceability. Also, there are limited moving parts on the new nozzles which will likely reduce the need for costly repairs in the future. The flow test meter will ensure that hose and nozzles are always functioning properly. The new nozzles will also ensure that proper water flow through the hose is achieved creating a higher safety margin for firefighters and the residents of the City.

### DISCUSSION:

On Tuesday, September 26, 2023, the City received two bids for tips, nozzles, and a flowmeter. Fifty-eight E-bidders were notified with (8) downloads completed. The two bids that were received were for identical equipment. We are seeking approval to accept the low bid through Macqueen to purchase (23), 1.75-inch tips and nozzles, along with up to (8), 2.5-inch tips and nozzles, along with one flowmeter.

### TABULATION:

		1.5" tip	1.5" nozzle	2.5" tip	2.5" nozzle	Flowmeter
Macqueen Equipment dba Macqueen Emergency	per unit	\$452.78	\$397.78	\$559.44	\$507.78	\$1,803.89
Municipal Emergency Services	per unit	\$470.00	\$410.00	\$578.00	\$525.00	\$1,925.00

**BUDGET IMPACT:**

Funds are budgeted in two account numbers. These accounts were previously set up for new fleet acquisition and operations. The department will utilize GL account 662-441-58500-985.000 and 101-337-33900-740.000.

**FIRE HOSE NOZZLES AND FLOW METER CONTRACT**

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

**Recitals**

City requested bids/proposals for the **Fire Hose Nozzles and Flow Meter** 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 September 26, 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: Macqueen Equipment  
LEGAL NAME OF COMPANY  
Macqueen Emergency  
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE  
LLC headquarterd in Mlnnesota.  
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  
78 Northpointe Dr  
STREET ADDRESS  
Lake Orion MI 48359  
CITY STATE ZIP CODE

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

**Terms and Conditions**

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

- 1. Contractor will provide the materials and services in accordance with the Contract Documents.
- 2. City will pay the Contractor in accordance with the Contract Documents.
- 3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

**City of Wyoming**

**Contractor**

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

By: Jeremy Ware  
Signature for Contractor

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

Jeremy T Ware Sales Manager  
Printed Name & Title of Person Signing

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

Date signed: 9/22/23

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

ORDINANCE NO. 12-23

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, OF THE CODE OF ORDINANCES  
TO ADD DIVISION 11 TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR  
THE SHEA RAVINES PHASE I HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV of Code of Ordinances, City of Wyoming, Michigan, by adding Division 11 to read as follows:

DIVISION 11  
TAX EXEMPTION AND SERVICE CHARGE FOR SHEA RAVINES  
PHASE I HOUSING PROJECT

**Sec. 2-310.11. Purpose.**

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Project, which will then be owned and operated as detailed in the definition of the Project, to serve low income persons and families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

**Sec. 2-310.12. Definitions.**

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low-Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low income persons and families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means the loans that are federally aided (as defined in section 11 of the Act) or loans or grants made or to be made by the Authority to the Sponsor and/or Other Owner for the acquisition, construction, and/or permanent financing of the Project on the Project Property and secured by mortgages on all or parts of the Project.

(g) *Project* means the housing project for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and Mortgage Loan, to

consist of a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building with indoor community space and outdoor amenities, along with 84 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Community amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, permanent supportive housing offices for service providers and case management. Outdoor amenities will include a playground, dog park, patio with a grill and picnic area. Energy efficient windows, insulation, appliances, and other features will be included. The project will be developed generally in accordance with the site layout and building elevations prepared by Hooker DeJong, Project # 20-22.0153, dated \_\_\_\_\_, 2023, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(h) *Project Property* means the following described approximately \_\_\_ acres of real property:

**[TO BE PROVIDED BEFORE FINAL ADOPTION.]**

(l) *Sponsor* means Shea Ravines Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes a Mortgage Loan for the Project on the Property.

(m) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

**Sec. 2-310.13. Property Tax Exemption.**

(a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

**Sec. 2-310.14. Annual Service Charge.**

(a) To the extent permitted by law, there shall be paid by the owner of each condominium unit comprising the Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 3.0% of the Annual Shelter Rent collected for that condominium unit during each operating year. The annual service charge in lieu of *ad valorem* property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in which Annual Shelter Rents are first collected shall be equal to the *ad valorem* tax on that portion of the Project Property in the calendar year before construction of the Project began.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the general property tax act (1893 PA 206, as amended; MCL 211.1, *et seq*).

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsor and the city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of the Project that is tax exempt but is occupied by other than low income persons or families shall be equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

**Sec. 2-310.15. Contractual Effect of Ordinance.**

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsor, with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is created and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsor are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on January 3, 2024.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on November 20, 2023.

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Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 12-23  
Introduced: 10.16.2023  
Adopted: 11.20.2023

## STAFF REPORT

Date: October 11, 2023  
Subjects: Shea Ravines PILOT Request  
From: Nicole Hofert, Community & Economic Development Director  
Meeting Date: October 16, 2023

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### **RECOMMENDATION:**

Adopt the Resolution Providing for a service charge in lieu of taxes for the Shea Ravines Phase I housing project.

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

Community – Our community will be improved by this development and the 56 supportive housing units it will provide.

Safety – This project will provide stable housing and supportive services for households earning between 30% and 80% of the area median income (AMI). The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care’s prioritization list and households of chronically homeless.

Stewardship – This project will further related public purposes that enhance the city such as provision of affordable and supportive housing units

### **DISCUSSION:**

Woda Cooper Development Inc. (WCD) in cooperation with Cherry Health (CH) is proposing to develop its own residential community utilizing the Low-Income Housing Tax Credits (LIHTC) issued by the Michigan State Housing Development Authority (“MSHDA”) called Shea Ravines at 2929 Burlingame Avenue SW. The development would include two new buildings with housing provided for households earning between 30% and 80% of the area median income (AMI). The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care’s prioritization list and households of chronically homeless. The project is expected to be developed in two separate phases, with the first phase consisting of a 4-story building with 40 one-bedroom units and 16 two-bedroom units. These units will be divided into 36 general occupancy units and 20 permanent supportive housing units. Phase II would be developed at a later date with a similarly sized building, unit counts, and occupancy designations. Cherry Health would continue to operate their existing medical clinic within their existing building on site, serving as a supportive resource for those residing in Shea Ravines.

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 3% of total shelter rents as a payment in lieu of taxes (PILOT) and 5% of the total shelter rents as a municipal services agreement, versus property taxes based upon taxable value of the entire site. These payments will be made and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence.

The City Council approved a rezoning of this property to Form Based Code – Corridor Suburban (FBC-CS) in September. The project will require Planning Commission special use approval for supportive housing. It is expected that Planning Commission will review the project in November.

The timing of this approval process is designed to be completed by November 30, 2023. This allows the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals and Council approvals are still necessary.