

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 19, 2024, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Mike Young, Newhall Christian Fellowship 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 February 5, 2024 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - 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**
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Authorize the Write-off of Delinquent 2018 City Personal Property Taxes
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - b) To Approve and Authorize the Mayor and City Clerk to Sign an Amendment to the Prein & Newhof, Inc. Design and Construction Administration Contract for Gezon Parkway and 54th Street Resurfacing from Byron Center Avenue to Division Avenue (Budget Amendment No. 45)
 - c) To Accept a Proposal for Communications Services

- d) To Cancel the Previously Approved Purchase of Dodge Fire Vehicles and to Approve the Purchase of Chevrolet Fire Vehicles
- e) To Approve and Direct the Mayor and City Clerk to Sign a 6th Amendment to a Trail Design Contract with Progressive AE
- f) To Approve and Authorize the City Manager to Sign a MEDC Grant Agreement for Appropriated Funds for the City Center Project
- g) To Approve and Authorize the Signing, Payment for, and Recording of 3rd Transmission Main Project Easement Documents
- h) To Approve a Change Order for the High Service Valve Replacement Project
- i) To Accept a Proposal from Allied Mechanical Services for the Clean Water Plant Screw Pump Cover and Overflow Improvement Project
- j) To Accept a Proposal from Donohue & Associates, Inc. to Provide Engineering and Design Work for the Fume Hood Project at the Clean Water Plant
- k) For Award of Bids
 - 1. Bituminous Paving Materials
 - 2. Brass Water Service and Meter Installation Materials and Meter Mountings
 - 3. Sand
 - 4. Stainless Steel Clamp Couplings
 - 5. Topsoil

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

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

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

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

RESOLUTION NO. _____

TO AUTHORIZE THE WRITE-OFF OF DELINQUENT
2018 CITY PERSONAL PROPERTY TAXES

WHEREAS:

1. Delinquent personal property taxes remain outstanding for the 2018 tax year.
2. Per Public Act 206 (Property Tax Act) of the State of Michigan, delinquent personal property taxes that have been outstanding five years or more may be written off.
3. The City Treasurer's Office has made a diligent attempt to collect the outstanding balances and believes that the delinquent amounts will not be recovered.
4. The City Treasurer's Office is requesting City Council to approve the write-off of \$531.91 in delinquent 2018 personal property taxes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the write-off of \$531.91 in delinquent 2018 personal property taxes.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
2018 Personal Property List
Waiver and Consent Form
Statement of Attempt to Collect

STAFF REPORT

Date: January 30, 2024
Subject: Write-Off of 2018 Delinquent Personal Property Taxes
From: Traci Shaffer, Treasurer
Meeting Date: February 19, 2024

RECOMMENDATION:

It is recommended that the City Council authorize the write-off of 2018 delinquent personal property taxes in the amount of \$531.91 pursuant to Public Act 206 (Property Tax Act).

COMMUNITY, SAFETY, STEWARDSHIP:

The City Treasurer is charged with collecting all personal property taxes billed to property owners and businesses. To keep collection costs reasonable, PA 206 (Property Tax Act) allows for personal property taxes delinquent for five years or more to be written off if the Treasurer determines that they are uncollectable.

DISCUSSION:

According to PA 206 (Property Tax Act) 2011.56a, delinquent personal property taxes may be written off after being delinquent for five years. The write off procedure requires a resolution from each taxing jurisdiction granting permission. I am seeking permission to write off the delinquent 2018 City ad valorem taxes in the amount of \$531.91. An itemized listing is attached for your reference.

A diligent attempt was made to collect all the listed outstanding taxes and have determined them to be uncollectable.

Once City Council has passed a resolution, the documentation must be approved by the District Court. Rather than burden the Court with petitions from each jurisdiction, the Kent County Treasurer's Association compiles the resolutions from each unit and presents them as one case for review by the Judge. All participating Kent County Treasurers are presenting a petition to strike the 2018 and prior personal property taxes.

BUDGET IMPACT:

The write-off will reduce the overall City tax revenue by \$531.91.

January 2, 2024

**STATEMENT OF ATTEMPT TO COLLECT DELINQUENT PERSONAL
PROPERTY TAXES**

As Treasurer of the City of Wyoming, I, and my predecessors in office, have exercised due diligence in an effort to collect the personal property taxes listed in the Tax Report attached to this Statement. These efforts have included sending multiple past-due tax notices, the placing of telephone calls, and personal collection visits, to the persons and/or businesses contained in said Tax Report.

To the best of my knowledge and information, the personal property taxes listed in this Tax Report are, and remain, uncollectable, and should be stricken from the tax roll.



Traci L. Shaffer
Treasurer

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt

Jack A. Poll, Mayor

January 2, 2024

City of Wyoming
Mrs. Traci Shaffer
Treasurer
1155 28th St SW
PO Box 905
Wyoming, MI 49509

Re: Petition of City of Wyoming Treasurer to
Strike Personal Property Taxes from the Tax Rolls

Dear Mrs. Shaffer:

In accordance with Section 211.56A of the tax law, personal property taxes which have been delinquent for five years shall be stricken from the tax rolls.


I enclose at this time a "Waiver and Consent" form regarding the 2018 personal property taxes.

The amount of tax being stricken from the rolls concerning City of Wyoming is shown on the attached Exhibit "A", along with a statement of attempt to collect these taxes.

If you have any questions, please feel free to call me at 261-3582. Otherwise, please obtain the necessary approval for execution of the enclosed waiver and consent and return the original copy to me by February 15th, 2024.

Thank you very much for your prompt attention to this matter. We appreciate your cooperation.

Very truly yours,


Traci L. Shaffer
Treasurer

community • safety • stewardship

CITY COUNCIL

Robert Arnoys

Tommy Brann

Sheldon DeKryger

Renee Hill

Marissa Postler

Robert Posterna

Kent Vanderwood, Mayor

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT**

In the matter of the Petition
of the City of Wyoming to Strike 2018
and prior Delinquent Personal Property Taxes
from the Tax Rolls

File No:24-_____

WAIVER AND CONSENT

NOW COMES Traci Shaffer, City of Wyoming Treasurer and acknowledges Receipt of the 2018 and prior Delinquent Personal Property Tax Report, and the Statement of Attempt to Collect the 2018 and prior Personal Property Taxes and consents to the relief requested by the petitioner and voluntarily waives notice of the hearing and of the entry of judgment.

Dated _____, 2024

Traci Shaffer
Treasurer
City of Wyoming

Unit Name: CITY OF WYOMING
Tax Year: 2018 Calculated As of: 1/3/2024
POPULATION: All Records

Heading	Delinquent Amt	Paid	Due			
41-50-93-987-323-----41-50-93-987-323						
CLASS: 251 PRE/MBT * 100	CITY OPERATING	151.21	STATE EDUCATION	185.40	DLQ Tax:	1,439.06
SCHOOL: 41026 TV 30,900	LIBR OP/PARK CAP	11.41	WYOM SCHOOL OP	181.06	Admin:	14.38
AV 30,900	SEWER/WATER IMP.	48.35	WYOM SCHOOL DEBT	189.84	Interest:	140.17
DDA1 SEV 30,900	SIDEWALK/SNOW	4.62	INTERURBAN TRANS	45.29	Penalty:	3.05
Capture: 14900	PARKS & REC	46.26	KENT COUNTY OP	132.26	Other:	0.00
Prop. Addr: 1102 28TH ST SW PP	FIRE DEPT OP	23.13	WYOM OP FC	0.00	Total:	1,596.66
	POLICE	38.55	COUNTY VET	1.52	Paid:	0.00
	YARD WASTE	12.36	COUNTY SENIOR	15.32	Due:	1,453.44
	PUBLIC SAFETY	38.55	COUNTY JAIL	24.18	Intrst:	140.17
	LIBRARY DEBT	0.00	COUNTY ZOO/MUS	13.48	Penalty:	3.05
	KENT ISD	174.47	COUNTY CHILD DEV	7.72	Tot Due:	1,596.66
	GRAND RAPIDS CC	54.74	DISTRICT LIBRARY	39.34		

FALLAS #537
15001 S FIGUEROA ST
GARDENA CA 90248

41-50-93-987-902-----41-50-93-987-902						
CLASS: 251 PRE/MBT * 100	CITY OPERATING	0.00	KELLOGGSVILLE DT	0.00	DLQ Tax:	48.73
SCHOOL: 41140 TV 5,000	LIBR OP/PARK CAP	0.00	INTERURBAN TRANS	0.00	Admin:	0.48
AV 5,000	SEWER/WATER IMP.	0.00	KENT COUNTY OP	0.00	Interest:	28.75
SEV 5,000	SIDEWALK/SNOW	0.00	K'VILLE OP FC	0.00	Penalty:	1.46
	PARKS & REC	0.00	COUNTY VET	0.24	Other:	0.00
Prop. Addr: 3360 S DIVISION AVE	FIRE DEPT OP	0.00	COUNTY SENIOR	2.47	Total:	79.42
	POLICE	0.00	COUNTY JAIL	3.91	Paid:	0.00
	YARD WASTE	0.00	COUNTY ZOO/MUS	2.18	Due:	49.21
	PUBLIC SAFETY	0.00	COUNTY CHILD DEV	1.25	Intrst:	28.75
	LIBRARY DEBT	0.00	DISTRICT LIBRARY	6.36	Penalty:	1.46
	KENT ISD	0.00	KELLOGGSVILLE OP	14.02	Tot Due:	79.42
	GRAND RAPIDS CC	0.00	KELLOGGSVILLE DT	18.30		
	STATE EDUCATION	0.00	K'VILLE OP FC	0.00		
	KELLOGGSVILLE OP	0.00				

JOE'S WRENCHWORKS LLC
3360 S DIVISION AVE
WYOMING MI 49548

41-50-93-988-443-----41-50-93-988-443						
CLASS: 251 PRE/MBT * 100	CITY OPERATING	48.93	STATE EDUCATION	60.00	DLQ Tax:	465.64
SCHOOL: 41026 TV 10,000	LIBR OP/PARK CAP	3.69	WYOM SCHOOL OP	58.59	Admin:	4.64
AV 10,000	SEWER/WATER IMP.	15.65	WYOM SCHOOL DEBT	61.43	Interest:	45.35
SEV 10,000	SIDEWALK/SNOW	1.49	INTERURBAN TRANS	14.65	Penalty:	0.99
Prop. Addr: 5949 CLAY AVE SW	PARKS & REC	14.97	KENT COUNTY OP	42.80	Other:	0.00
	FIRE DEPT OP	7.48	WYOM OP FC	0.00	Total:	516.62
	POLICE	12.47	COUNTY VET	0.49	Paid:	0.00
	YARD WASTE	4.00	COUNTY SENIOR	4.95	Due:	470.28
	PUBLIC SAFETY	12.47	COUNTY JAIL	7.82	Intrst:	45.35
	LIBRARY DEBT	0.00	COUNTY ZOO/MUS	4.36	Penalty:	0.99
	KENT ISD	56.46	COUNTY CHILD DEV	2.50	Tot Due:	516.62
	GRAND RAPIDS CC	17.71	DISTRICT LIBRARY	12.73		

WELL GROOMED DOG
5949 CLAY AVE SW
WYOMING MI 49519

41-50-93-988-460-----41-50-93-988-460						
CLASS: 251 PRE/MBT * 100	CITY OPERATING	14.68	STATE EDUCATION	18.00	DLQ Tax:	165.19
SCHOOL: 41120 TV 3,000	LIBR OP/PARK CAP	1.10	GODFREY-LEE OP	18.00	Admin:	1.64
AV 3,000	SEWER/WATER IMP.	4.69	GODFREY-LEE DEBT	43.58	Interest:	15.11
SEV 3,000	SIDEWALK/SNOW	0.44	INTERURBAN TRANS	4.39	Penalty:	0.29
Prop. Addr: 1240 BURTON ST SW	PARKS & REC	4.49	KENT COUNTY OP	12.84	Other:	0.00
	FIRE DEPT OP	2.24	GODFR-LEE OP FC	0.00	Total:	182.23
	POLICE	3.74	COUNTY VET	0.14	Paid:	0.00
	YARD WASTE	1.20	COUNTY SENIOR	1.48	Due:	166.83
	PUBLIC SAFETY	3.74	COUNTY JAIL	2.34	Intrst:	15.11
	LIBRARY DEBT	0.00	COUNTY ZOO/MUS	1.30	Penalty:	0.29
	KENT ISD	16.93	COUNTY CHILD DEV	0.75	Tot Due:	182.23
	GRAND RAPIDS CC	5.31	DISTRICT LIBRARY	3.81		

TACO VELOZ
1240 BURTON ST SW
WYOMING MI 49509

Unit Name: CITY OF WYOMING
 Tax Year: 2018 Calculated As of: 1/3/2024
 POPULATION: All Records

Heading	Delinquent Amt	Paid	Due
GRAND TOTALS			
Parcel Count:	4		
TAXABLE VALUE:	48,900		
SEV:	48,900		
PRE/MBT TAXABLE:	48,900		
NON-PRE/MBT TAXABLE:	00		
(S) CITY OPERATING	214.82	0.00	214.82
(S) FIRE DEPT OP	32.85	0.00	32.85
(S) GRAND RAPIDS CC	77.76	0.00	77.76
(S) INTERURBAN TRANS	64.33	0.00	64.33
(S) KENT COUNTY OP	187.90	0.00	187.90
(S) KENT ISD	247.86	0.00	247.86
(S) LIBR OP/PARK CAP	16.20	0.00	16.20
(S) LIBRARY DEBT	0.00	0.00	0.00
(S) PARKS & REC	65.72	0.00	65.72
(S) POLICE	54.76	0.00	54.76
(S) PUBLIC SAFETY	54.76	0.00	54.76
(S) SEWER/WATER IMP.	68.69	0.00	68.69
(S) SIDEWALK/SNOW	6.55	0.00	6.55
(S) YARD WASTE	17.56	0.00	17.56
(S) GODFREY-LEE DEBT	43.58	0.00	43.58
(S) GODFREY-LEE OP	18.00	0.00	18.00
(S) GODFR-LEE OP FC	0.00	0.00	0.00
(S) KELLOGGSVILLE DT	0.00	0.00	0.00
(S) KELLOGGSVILLE OP	0.00	0.00	0.00
(S) K'VILLE OP FC	0.00	0.00	0.00
(S) STATE EDUCATION	263.40	0.00	263.40
(S) WYOM OP FC	0.00	0.00	0.00
(S) WYOM SCHOOL DEBT	251.27	0.00	251.27
(S) WYOM SCHOOL OP	239.65	0.00	239.65
(W) COUNTY CHILD DEV	12.22	0.00	12.22
(W) COUNTY JAIL	38.25	0.00	38.25
(W) COUNTY SENIOR	24.22	0.00	24.22
(W) COUNTY VET	2.39	0.00	2.39
(W) COUNTY ZOO/MUS	21.32	0.00	21.32
(W) DISTRICT LIBRARY	62.24	0.00	62.24
(W) KELLOGGSVILLE DT	18.30	0.00	18.30
(W) KELLOGGSVILLE OP	14.02	0.00	14.02
(W) K'VILLE OP FC	0.00	0.00	0.00
BASE TAX TOTAL	2,118.62	0.00	2,118.62
ADMIN	21.14	0.00	21.14
TOTAL	2,139.76	0.00	2,139.76
INTRST	229.38	0.00	229.38
PENALTY	5.79	0.00	5.79
OTHER	0.00	0.00	0.00
TOTAL DUE	2,374.93	0.00	2,374.93

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN AN AMENDMENT TO THE PREIN & NEWHOF, INC. DESIGN AND CONSTRUCTION ADMINISTRATION CONTRACT FOR GEZON PARKWAY AND 54TH STREET RESURFACING FROM BYRON CENTER AVENUE TO DIVISION AVENUE

WHEREAS:

1. On September 6, 2022, Council approved a contract with Prein & Newhof, Inc. to design and perform construction administration for the Gezon Parkway and 54th Street from Byron Center Avenue to Division Avenue Resurfacing project in the amount of \$192,400.
2. As detailed in the attached Staff Report, the work required Prein & Newhof, Inc. to prepare the design in the required timeframe necessary to secure the Michigan Department of Transportation (MDOT) funding, significantly increased the required effort and involvement of Prein & Newhof, Inc. beyond the original planned scope.
3. Prein & Newhof, Inc. has submitted a contract amendment for increased expenses for project design and anticipated construction administration costs for the project.
4. The proposed contract amendment is estimated to increase the not-to-exceed contract by \$211,100 for a total cost of \$403,500.
5. It is recommended that the City Council approve the contract amendment.
6. The acceptance of the contract amendment requires the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the amended contract with Prein & Newhof, Inc. for the design and construction administration of the resurfacing of Gezon Parkway and 54th Street from Byron Center Ave to Division Avenue.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the amended contract in the amount of \$403,500.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments: Budget Amendment
 Staff Report
 Contract Amendment
 Proposal

Resolution No. _____

STAFF REPORT

Date: February 13, 2024

Subject: Prein & Newhof, Inc. Contract Amendment – Gezon Parkway and 54th Street Resurfacing

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

Meeting Date: February 19, 2024

RECOMMENDATION:

It is recommended City Council approve and authorize the Mayor and Clerk to execute a contract amendment with Prein & Newhof, Inc. for the design and construction administration of the Gezon Parkway and 54th Street Resurfacing project from Byron Center Avenue to Division Avenue project in 2024 for a total of \$403,500.

COMMUNITY, SAFETY, STEWARDSHIP:

The project will mill and resurface Gezon Parkway and 54th Street for three miles between Byron Center Avenue and Division Avenue. The project improves the pavement condition, adds a turn/through lane at Clyde Park Avenue and improves the efficiency of the traffic signal at Clyde Park Avenue and 54th Street. The project will promote better access to businesses with the addition of a center left turn lane, reduce pollution, vehicular delay, all while improving safety.

DISCUSSION:

The City of Wyoming approved a contract with Prein & Newhof, Inc. (P&N) to complete the design and perform the construction management of the resurfacing of Gezon Parkway and 54th Street in Wyoming. To meet the necessary timelines to utilize the Transportation Improvement Plan (TIP) funding, P&N was asked to perform several tasks outside of the original contract during the design process. Many of the requested changes during design shifted work from another consultant to P&N in order to meet necessary project deadlines. Additionally, fees were paid directly by P&N instead of the City, in order to expedite the design process and secure the TIP funding prior to MDOT obligation authority expiring. The additional design expenses requested of P&N to meet the project deadline include: project survey (\$48,200), fees paid by P&N (\$10,375), easement/right-of-way acquisition (\$18,000), rate increases due to project delays (\$4,800). These expenses were paid by P&N for services that were required because other consultants or the City could not meet the necessary timeframe. The additional fees/work added \$81,375 to the final design fees paid by P&N.

Other modifications to the design increased the scope of the project beyond the original planned scope: additional ADA ramps (\$6,900), pedestrian signal modifications (\$8,000), approval of MDOT design exceptions (\$5,900), guardrail design (\$2,600), and utility coordination (\$7,125). These changes to the original scope added \$30,525 to satisfy the requirements needed for bidding the project through MDOT.

The total increase for P&N to complete the design to meet the MDOT bidding timeline added \$111,900 ($\$81,375 + \$30,525$) to the final design costs.

The increase to the overall project scope also increases the required hours necessary for construction administration. The anticipated total for proposed construction administration is \$228,700. The overall increase for P&N for the increased design services and revised construction administration services increases the engineering services contract to the not-to-exceed fee of \$403,500.

BUDGET IMPACT:

Funds can be financed out of the Capital Outlay Major Street Account No. 202-441-46300-972.502, but a budget amendment is necessary.

CITY OF
Wyoming
MICHIGAN

CONTRACT AMENDMENT
PREIN & NEWHOF, INC.

This Contract Amendment to the Professional Services Contract for the design and construction administration of Gezon Parkway and 54th Street Resurfacing is made as of as of February 19, 2024 (**Effective Date**) and amends the Professional Services Contract dated as of September 6, 2022 between the City of Wyoming (**City**) and Prein & Newhof, Inc. (**Professional**).

RECITALS

- A. City wishes to add additional design services and increased construction administration services for the Gezon Parkway and 54th Street resurfacing project (**Added Services**).
- B. Professional submitted a proposal dated February 1, 2024, for the additional services, a copy of which is attached as Exhibit A (**Proposal**):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Amendment, including the compensation stated in the proposal, the parties agree:

1. Professional will perform the Added Services for the compensations stated in the Proposal to be invoiced at Professional's current Schedule of Invoice Rates attached as a part of the Proposal. Total not to exceed fee: \$403,500
2. All other terms of the Professional Services Contract remain in full effect.

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

City of Wyoming

Prein & Newhof, Inc.

By: _____
Kent Vanderwood, Mayor

By:  _____
Jason Washler PE, Vice President

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: February 13, 2024

Date signed: February ____, 2024

Approved as to form:



Scott G. Smith, City Attorney

February 1, 2024

Russ Henckel, PE
City of Wyoming
2660 Burlingame Ave SW
Wyoming, MI 49509

RE: Gezon Parkway and 54th Street Widening and Resurfacing (MDOT JN205691)

Dear Mr. Henckel:

The above referenced project was bid through MDOT on November 3, 2023. There were 6 bids submitted. The low bidder was Rieth Riley Construction for \$4,292,932.31. The final engineer's estimate was \$4,261,835.75. Rieth Riley Construction has a good reputation in west Michigan.

As we have discussed, the design phase of the above referenced project included a significant amount of work outside the original scope. Furthermore, the construction phase of the project was delayed until 2024 for reasons outside of the City's and Prein&Newhof's control.

The following is a summary of the out-of-scope work that has been completed during the design phase and an update to costs for anticipated construction phase services.

Design Engineering

The original topographic survey provided by MBN was incomplete requiring our staff to first identify the missing data, QA/QC the data provided, collect the additional field data needed and process the resulting survey. This amounted to **\$48,200** in additional fees.

We included enough time in our original proposal to complete MDOT's DSTR form and attend the DSTR meeting. During design, it was determined that a railroad permit would be needed. The additional fees incurred to date to apply for the permit have amounted to **\$5,200**. In addition, we also paid the application fee of **\$1,775** and plan to pay the **\$3,400** for the permit and processing fee on behalf of the City.

We originally proposed to do limited ADA ramp design on the project to be consistent with past projects designed by City staff and MBN in the field. We included 12 hours of ADA design time in our proposal to account for an estimated 3 ramps. We ended up designing 16 ramps instead of 3. This amounted to **\$6,900** in additional fees.

Replacing the pedestrian signals at Gezon Parkway and Metro Way and replacing one set of catch basins was added to the scope of the project near the end of the design process. This amounted to **\$8,000** in additional fees.

During design, it was determined that design exceptions would be needed for several existing horizontal curves and superelevated sections of Gezon Parkway and 54th Street. The effort to complete this work amounted to **\$5,900**.

MDOT also informed us during the design process that the guardrail on the south side of Gezon Parkway from 56th Street to the east would need to be replaced due to the proposed road widening and the shorter distance to the existing slope behind the sidewalk from the travelled way. This amounted to **\$2,600** in additional fees.

We assumed in our original proposal that we would need to provide 4 easement sketches to Land Matters for the project. In the end, we ended up providing 12 easement sketches. Furthermore, the easements at Target, WD-Hitson and Gezon Place required multiple virtual and on-site meetings and design revisions. This additional effort resulted in **\$18,000** in fees.

We estimated 16 hours would be needed for private utility coordination. However, we ended up spending over 60 hours meeting with utility companies on site and coordinating their relocations. This effort amounted to an additional **\$7,125** in fees.

The project design was originally planned to be done in 2022. However, delays in award of the design contract and receipt of the incomplete topographic survey moved the majority of our work to 2023. Prein&Newhof's hourly rates increased approximately 7% from 2022 to 2023. This amounted to **\$4,800** in additional fees.

- The total amount of additional fees associated with the items listed above are \$111,900.

Construction Phase

We have based our work effort on the schedule provided by Rieth Riley Construction (15 weeks) and have included one extra week of field time to account for any unforeseen issues or delays. We increased our on-site hours per week from 50 to 55 to account for potential Saturday work and to account for potentially longer workdays. We have not included any time for construction staking or ADA ramp field design. We understand that the City will contract directly with MBN to provide those services.

See the enclosed worksheet for detailed task list and work effort. This worksheet also takes into consideration construction taking place in 2024 instead of 2023 as originally proposed.

- These proposed changes to the construction phase of the project results in construction phase services of **\$228,700**.

Fee Summary

The following is a summary of original and proposed fees for this project.

	<u>Original</u>	<u>Proposed Amendment</u>	<u>Total</u>
Design	\$62,900	+111,900	\$174,800
Construction	<u>\$129,500</u>	<u>+99,200</u>	<u>\$228,700</u>
Total	\$192,400	\$211,100	\$403,500

We request to amend the engineering services contract by increasing the not-to-exceed fee by \$211,100 for a total of \$403,500. If acceptable, we will continue to invoice against the original purchase order until we reach its full value.

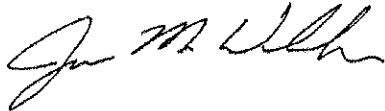
Russ Henckel, PE
February 1, 2024
Page 3

We appreciate the relationship that Wyoming and Prein&Newhof have developed over the past several years. We have worked very hard to earn your trust and will continue to do so moving forward.

Please call if you have any questions.

Sincerely,

Prein&Newhof

A handwritten signature in black ink, appearing to read "Jason M. Washler". The signature is fluid and cursive, with the first name "Jason" being the most prominent.

Jason M. Washler, PE

JMW/jmw

Enclosure: Fee Worksheet

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR COMMUNICATIONS SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Sabo Group, LLC d/b/a Sabo Public Relations, LLC and Sabo PR to provide communications services.
2. Funds are available in various departmental accounts and will be charged to the appropriate account at the time of service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Sabo Group LLC d/b/a Sabo Public Relations, LLC and Sabo PR to provide communications services.
2. The City Council authorizes the City Manager to accept future proposals in accordance with budget authorization.
3. The City Council authorizes the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Staff Report

Date: February 5, 2024

Subject: Communications Support

From: Brianna Pena-Wojtanek, Communications Specialist

Meeting Date: February 19, 2024

PURPOSE:

The purpose of this staff report is to outline the ongoing communications support received by Sabo Public Relations.

COMMUNITY, SAFETY, STEWARDSHIP:

Sabo PR provides crisis management, photography, videography and graphic design support on an as needed basis to the city's communications team. This support allows the City to maintain its identity and brand with consistent and clear messaging which is a key component of creating a cohesive, engaged community. This support also helps us effectively message critical information to our stakeholders.

DISCUSSION:

In early 2024, one of the City's communications specialists announced her departure. While we work to fill that position, support from Sabo PR will be critical to continue to provide strong communications support to all city departments and stakeholders.

Sabo PR has provided communications support to the City for nearly 20 years including multiple millage campaigns, media training, media relations, writing support, crisis management and photography and videography.

BUDGET:

Funding for communications support is allocated in the communications and department budgets.

RECOMMENDATION:

Staff recommends approval of this professional services contract.

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

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

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

Professional means Sabo Group, LLC, a Michigan limited liability company of 44 Cesar Chavez Ave. SW, Suite 300, Grand Rapids, MI 49503, d/b/a Sabo Public Relations, LLC and Sabo PR.

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means January 2, 2024.

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

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 202_

Approved as to form:



Scott G. Smith, City Attorney

Sabo PR

By: 

Mary Ann Sabo, President

Date signed: Feb. 8, 2024

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Professional represents and promises that:

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

B. Professional, any subcontractor, and all their principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Professional will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

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

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

E. Professional must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision.

4. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

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

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

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

5. Payment to Professional.

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

B. Payments to Professional will be made in accordance with the Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

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

6. Document Ownership and Use. All documents Professional generates as part of its services under this Contract, whether in paper, electronic or other media or format, shall belong to City upon City's payment of amounts due Professional under this Contract. City will hold Professional harmless from and indemnify Professional for any liability resulting from the use of those documents for a purpose or project beyond the purposes and projects for which they were provided to City.

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

8. Taxes. City is generally exempt from federal and state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must separately list amounts added for taxes.

9. Professional Responsibility. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

10. Records. City is a public entity that receives funds from other governmental agencies. Thus, (i) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested records relating to its

contracts. Professional will retain copies of all records related to the contract, for at least 7 years after its completion. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of the retained records.

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

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

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

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

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

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

14. Professional Liability and Risk Allocation.

A. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

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

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

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or

property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 General Aggregate \$1,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).	Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL

Following are our new rates for 2024.

	Regular	Travel	Crisis	Crisis Travel
Principal	225	85	340	165
Sr. Director	200	75	295	155
Director	185	70	275	145
Associate	145	55	210	110

RESOLUTION NO. _____

RESOLUTION TO CANCEL THE PREVIOUSLY APPROVED PURCHASE OF DODGE FIRE VEHICLES
AND TO APPROVE THE PURCHASE OF CHEVROLET FIRE VEHICLES

WHEREAS:

1. City Council adopted Resolution number 27771 on July 3, 2023, authorizing the purchase of two Dodge Durango fire vehicles from LaFontaine Dodge using MiDEAL contract pricing in the total amount of \$78,190.00.
2. As detailed in the attached staff report, the vehicles have not yet been received, and it is recommended the order be canceled.
3. It is also recommended, City Council authorize the purchase of two Chevrolet Blazers from Berger Chevrolet using Oakland County contract pricing in the total estimated amount of \$73,902.00.
4. Funds are budgeted in account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the cancellation and terminates the previously approved purchase of the two Dodge Durango fire vehicles and rescinds the purchase authorized via Resolution number 27771.
2. City Council authorizes the purchase of two Chevrolet Blazer fire vehicles using the Oakland County contract pricing in the total estimated amount of \$73,902.00.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: January 31, 2024

Subject: Fire Department Administrative Vehicle Order Cancellation and
Purchase from Alternate Supplier

From: Donald Roest, Fleet Services Supervisor

Meeting Date: February 19, 2024

RECOMMENDATIONS:

It is recommended that the City Council authorize the cancellation of the Fire Department vehicle order from LaFontaine Dodge and authorize the purchase of two Chevrolet Blazer administrative vehicles from Berger Chevrolet in the amount of \$73,902.00, utilizing Oakland County Contract # 010430.

COMMUNITY, SAFETY, STEWARDSHIP:

The purchase of these vehicles will ensure Fire staff have the appropriate vehicles to continue to provide high quality service and safety to all residents of the community. Utilizing cooperative purchasing agreements saves staff time and expense.

DISCUSSION:

On July 3rd, 2023, the City Council approved, by Resolution 27771, the purchase of two Dodge Durango's from LaFontaine Dodge in the amount of \$78,190.00. LaFontaine Dodge indicated that these vehicles would be delivered by mid-November. On August 15, the two cars were delivered in the wrong color for the Fire Department application, so they were returned. They have not been able to produce the vehicles we ordered, nor have they provided any potential future date when they may be delivered.

Following this, Fleet staff worked with Fire staff to identify and evaluate alternative, comparable vehicles. The Chevrolet Blazer vehicles were identified as a viable alternative, and pricing was obtained from Berger Chevrolet using Oakland County Contract # 010430. Total cost for these vehicles will be \$73,902.00, \$4,288 less than the original Dodge order. Additionally, these vehicles will be available in 5 months or earlier.

Therefore, staff are requesting City Council authorize the cancellation of the vehicle order from LaFontaine Dodge and authorize the purchase of replacement vehicles from Berger Chevrolet. Cancellation of the order from LaFontaine Dodge will not result in any negative impact to the City.

BUDGET IMPACT:

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

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN
A 6TH AMENDMENT TO A TRAIL DESIGN CONTRACT WITH PROGRESSIVE AE

WHEREAS:

1. The city has contracted with Progressive AE for design and other professional engineering services needed for its city center project.
2. Additional professional engineering services are needed to provide surveying to for the burying of power and communications lines along 28th St SW between Micheal/DeHoop Ave SW and Clyde Park Ave SW.
3. Progressive AE, Inc. provided proposals for those additional services for a total estimated fee of \$12,800.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment

Resolution No. _____

STAFF REPORT

Date: February 13, 2024
Subjects: Amendment to engineering contract for surveying work for power line burying
From: Scott Smith, City Attorney
Nicole Hofert, Planning & Economic Development Director
Meeting Date: February 19, 2024

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the 6TH Amendment To Trail Design Contract with Progressive AE.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The community will be improved with the burying of power lines along 28th St SW, making it easier to accommodate redevelopment in accordance with the city’s form-based code that will result in building locations closer to the right-of-way, more consistent with a city center.

Safety – Burying power lines and removing power poles could enhance public safety by reducing obstacles close to the right-of-way and by enhancing the reliability of power and communications lines.

Stewardship – We have federal, state, and county funding for this project.

BUDGET IMPACT:

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

DISCUSSION:

Consumers Energy is now engaging in the engineering work for burying its electric power lines along 28th St SW between Michael/DeHoop and Clyde Park. It needs a base survey from which to work and we will need that survey to provide easements for telecommunications lines currently hanging on Consumers Energy poles.

This contract provides for that surveying work.

CITY OF
Wyoming
MICHIGAN

6TH AMENDMENT TO TRAIL DESIGN CONTRACT
PROGRESSIVE AE, INC.

This 6th Amendment to Trail Design Contract (**6th Amendment**) is made as of as of February 20, 2024 (**Effective Date**) and amends for a sixth time the Trail Design Contract dated as of June 21, 2022 between the City of Wyoming (**City**) and Progressive AE, Inc. (**Professional**).

RECITALS

- A. City wishes to add additional engineering and design services to provide a survey of areas adjacent to 28th Street SW between Michael/DeHoop Avenues SW and Clyde Park Ave SW to provide to Consumers Energy to facilitate its burying of electric power lines and to enable the preparation of communications line easements for the \$12,800 (the **Added Services**).
- B. Professional submitted a proposal for that work, a copy of which is attached as Exhibit A (**Proposal**):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this 2nd Amendment, including the compensation stated in the proposal, the parties agree:

1. Professional will perform the Added Services for the compensations stated in the Proposal to be invoiced at Professional's current Schedule of Invoice Rates attached as a part of the Proposal.
2. All other terms of the Trail Design Contract remain in full effect. The parties note that Professional's "Standard Agreement Provisions for Professional Services" are intentionally omitted and are not a part of this Contract because many of them are included in the Trail Design Contract.

City and Professional have signed this 2nd Amendment as of the Effective Date.

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: February __, 2024

Approved as to form:

Scott G. Smith, City Attorney

Progressive AE, Inc.

By: _____
William W. Culhane RA, CDT, LEED AP
Director of Project Delivery, Principal

By: _____
Michael J Oezer
Michael J. Oezer, PE, Senior Municipal Engineer

Date signed: February __, 2024

Digitally signed by William Walter Culhane
DN: C=US,
E=culhaneb@progressiveae.com,
CN=William Walter Culhane
Reason: I have reviewed this document
Date: 2024.02.13 14:49:19-05'00'

Digitally signed by Michael J Oezer
DN: C=US, E=oezerm@progressiveae.com,
O=Progressive AE, CN=Michael J Oezer
Date: 2024.02.13 11:28:50-05'00'



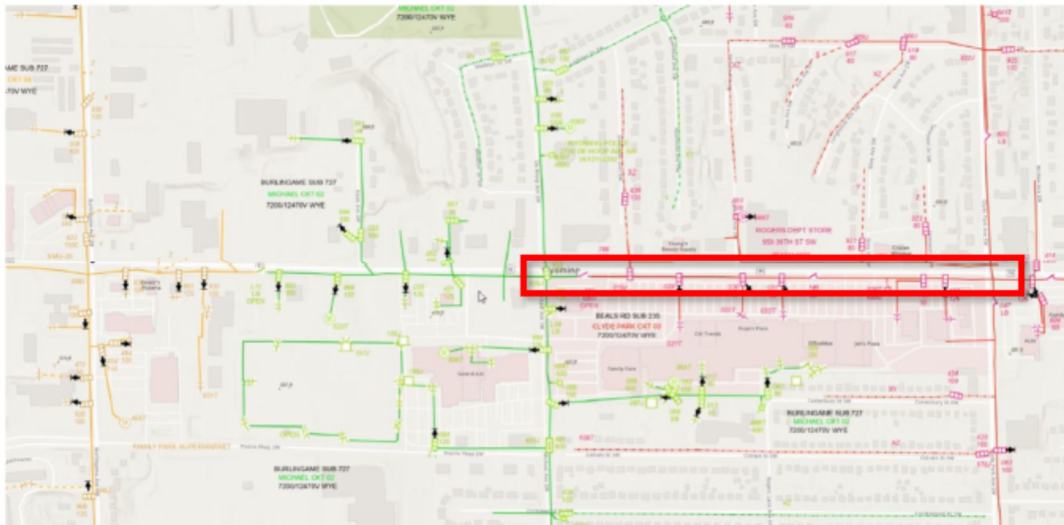
February 2, 2024

Nicole Hofert
Planning Director
City of Wyoming
1155 28th Street SW
P.O. Box 905
Wyoming, MI 49509-0905

Re: Proposal for Professional Engineering Services for Private Utility Relocation and Design

Dear Ms. Hofert,

On behalf of Progressive AE, Inc. (Progressive AE), we are pleased to present this proposal for professional services to assist the City of Wyoming with utility undergrounding along 28th Street between Michael Avenue/De Hoop Avenue and Clyde Park by completing a topographic survey of the work zone for use by Consumers Energy.



SCOPE OF BASIC SERVICES

The proposed scope includes the work associated with delivering a completed and comprehensive topographic survey of the corridor of 28th street between Michael Avenue/De Hoop Avenue and Clyde Park. This includes gathering data throughout the entire width of 28th street right-of-way (ROW) and extending 50 feet to south and north while also gathering topographic information to the spring points of 28th street east of Clyde Park and west of Michael Avenue/De Hoop Avenue. A drone flight over the area will be completed to provide a high definition, current photo/video of the area. Prints, PDFs, and DWGs of the survey will be delivered upon completion to Consumers Energy for their use in designing their underground facilities.

Progressive AE, Inc.
Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

- Task 1: Topographic Survey
 - Acquire utility as-builts in area.
 - Topographic survey fieldwork.
 - Drone flight fieldwork.
 - Drone flight office work/processing.
 - Topographic survey office work/processing.
 - Delivery of files.

SCHEDULE

Once authorized, the Task outlined above is anticipated to take 60 days. This schedule is weather-dependent; more time may be needed if snow cover hampers field work.

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services, Progressive AE proposes to provide the work outlined for a stipulated sum of \$12,800 (twelve thousand eight hundred dollars) including reimbursable expenses, which are anticipated to be \$1,000 (one thousand dollars), and will be invoiced according to the attached Schedule of Invoice Rates.

Progressive AE has prepared this proposal for the City of Wyoming and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The terms of this proposal will be incorporated in the Wyoming contract form that has been used for our previous work. The City will send us a proposed contract and then we will work together to ensure it expresses the parties' intent.

We look forward to working on this project with you and your team.

Sincerely,

Michael J Oezer

Digitally signed by Michael J Oezer
 DN: C=US,
 E=oezerm@progressiveae.com,
 O=Progressive AE, CN=Michael J
 Oezer
 Date: 2024.02.02 17:10:15-05'00'

Michael J. Oezer, PE
Senior Municipal Engineer

William Walter Culhane

Digitally signed by William Walter
 Culhane
 DN: C=US,
 E=culhaneb@progressiveae.com,
 CN=William Walter Culhane
 Reason: I have reviewed this document
 Date: 2024.02.02 13:53:22-05'00'

William W. Culhane, RA, CDT, LEED AP, Principal
Director of Project Delivery

Accepted By: _____

Printed Name: _____ Date: _____

CITY OF WYOMING

MJO/ecy
\\dms1\projects\71740021\01 ADMIN\A1 CONTRACTS\la Working Proposals\2024 02 02 City of Wyoming Private Utility
Proposal.docx

Progressive AE, Inc.
Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

Schedule of Invoice Rates - 2024

Hourly Staff Charges

Class 10 Personnel:	Director, Principal	\$275/hour
Class 9 Personnel:	Senior Healthcare Planner, Senior Project Leader, Project Principal, Practice Leader, Principal / Team Leader, Senior Construction Leader	\$215/hour
Class 8 Personnel:	Senior Engineer Leader, Senior Project Manager, Senior Planner	\$190/hour
Class 7 Personnel:	Senior Architect, Senior Architectural Designer, Senior Engineer, Senior Scientist, Senior Project Manager, Senior Construction Administrator, Construction Superintendent	\$175/hour
Class 6 Personnel:	Engineer II, Project Manager II, Senior Landscape Architect, Senior Interior Designer, Senior Technician, Senior Lighting Designer, Preconstruction Coordinator/Estimator	\$150/hour
Class 5 Personnel:	Architect II, Engineer I, Architectural Designer II, Engineer I, Landscape Architect II, Project Manager I, Planner	\$130/hour
Class 4 Personnel:	Architect I, Architectural Designer I, Graduate Engineer, Interior Designer II, Technician II, GIS Technician, Construction Project Manager/Superintendent, Planner I, Water Resources Specialist, Executive Assistant	\$110/hour
Class 3 Personnel:	Graduate Architect, Landscape Architect I, Interior Designer I, Technician I, Associate Planner, Field Scientist	\$ 95/hour
Class 2 Personnel:	Graduate Interior Designer, Graduate Landscape Architect, Project Assistant	\$ 80/hour
Class 1 Personnel:	Intern	\$ 60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 67¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

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

STD RATE

January 9, 2024

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com
 Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN
A MEDC GRANT AGREEMENT FOR APPROPRIATED FUNDS
FOR THE CITY CENTER PROJECT

WHEREAS:

1. On July 31, 2023, Governor Whitmer signed 2023 PA 119 that is the state's general appropriations act for its 2023-24 fiscal year, subsection 1019(34) of which includes \$20,000,000 appropriation for Wyoming's city center project.
2. This was the cumulation of efforts initiated by then-Representative (now Councilmember) Brann that were pursued by Representative Fitzgerald and Senate Majority Leader Brinks.
3. The Michigan Economic Development Corporation (MEDC) is responsible for distribution of those funds and has provided a grant agreement to ensure they are appropriately used and accounted for.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Wyoming expresses its appreciation for the state appropriation and for the significant efforts of Representative Tommy Brann, Senator Winnie Brinks, and Representative John Fitzgerald in recognizing the nature and value of the city center project and providing funding vital to bringing that project to fruition.
2. The agreement for the Michigan Economic Development Corporation Grant with the City of Wyoming, MEDC Case – 400230, is approved, the City Manager is authorized and directed to sign it for the city, and all city officers and employees are authorized and direct to implement it according to its terms.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Grant Agreement

Resolution No. _____

STAFF REPORT

Date: February 13, 2024
Subject: MEDC Grant Agreement for \$20M State City Center Appropriation
From: Nicole Hofert, Community & Economic Development Director
Scott Smith, City Attorney
Meeting Date: February 19, 2024

RECOMMENDATION:

Approve the Resolution Approving and Authorizing City Manager to Sign MEDC Grant Agreement for State Appropriated Funds for the City Center Project.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community will be enhanced with the pedestrian/bicycling bridge, trails, relocations power and telecommunications lines, Hook Ave improvements, and related improvements that are part of the city center project.

Safety – That bridge and related improvements will enhance the safety of pedestrians and cyclists crossing 28th St SW.

Stewardship – The \$20 million of funding provided by the state through a legislative appropriation enhances the affordability of the city center project.

BUDGET IMPACT:

These state funds provide a source of funding that, in addition to the city's use of \$10M of its ARPA funds, and \$6M of County ARPA funds, together with some other grants, pays for significant portions of the visionary and transformative city center project that is also catalyzing significant private investment.

DISCUSSION:

The MEDC is distributing the appropriated \$20M using a grant agreement to ensure the funds are appropriately used and accounted for. As with most such agreements, a failure to comply with its terms could result in repayment of the funds. There are also provisions allowing the state to audit compliance with its terms.

The resolution approves the agreement and authorizes the City Manager to sign it for the city.

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF WYOMING**

The Michigan Economic Development Corporation (the “MEDC”) enters into a binding agreement (the “Agreement”) with City of Wyoming (the “Grantee”). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a “Party” and collectively as “Parties.”

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

I. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee to support the cost of a public infrastructure project, including, but not limited to, construction of a pedestrian bridge connections for existing walking trail networks and utility line burial in the downtown corridor in Wyoming, Michigan (the “Grant Activities”).

II. PERFORMANCE SCHEDULE.

Starting Date: October 1, 2023

Ending Date: September 30, 2027

The term of this Agreement (the “Term”) shall commence on the Starting Date and shall continue until the occurrence of an event described in Section IX of this Agreement.

III. INCORPORATION BY REFERENCE. The following documents are incorporated by reference as binding obligations, term, and conditions of this Agreement.

Exhibit A: Grantee’s Budget

In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

IV. PAYMENT SCHEDULE INFORMATION.

A. The MEDC agrees to pay the Grantee a sum not to exceed Twenty Million Dollars (\$20,000,000) (the “Grant”). This Agreement does not commit the MEDC to approve requests for additional funds during or beyond the Term.

B. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

- C. The Grant shall be disbursed in two tranches. Subject to Section IV.B., an initial disbursement of 50% of the Grant funds shall be made by the MEDC to the Grantee within thirty days of execution of this Agreement by both Parties (the “Initial Payment”).
- D. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with this Agreement and Grantee’s Budget, including providing appropriate supporting documentation. A second, and final, payment of the remaining 50% of the Grant funds under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator of Grantee’s supporting documentation showing that the remaining costs for which payment is requested have been appropriately expended in accordance with Grantee’s Budget. Supporting documentation may include invoices, accounting ledgers, and/or other supporting documentation as approved by the Grant Administrator. Grantee shall provide such documentation to Grant Administrator when requesting disbursement, or at Grant Administrator’s request through the Term. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee’s supporting documentation. Grantee’s supporting documentation may be subject to a final audit prior to the release of final payment.
- E. The Grantee agrees that all funds shown in the Budget, described in Exhibit A, are to be spent as specified. Grantee may not submit a request for the same costs twice. Grantee may reallocate expenditures between the categories identified in Grantee’s Budget of up to ten percent (10%) of the total Grant funds without prior written approval of the Grant Manager. Changes greater than ten percent (10%) of the total Grant Funds are only allowed upon review and written approval by the Grant Administrator. The addition of any Budget categories requires review and written approval by the Grant Administrator.
- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Kristyn Blackmer (the “Grant Administrator”)
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
blackmerk1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to submit documentation of the expenditures of funds in accordance with Grantee's Budget (Exhibit A) and submit quarterly progress reports in form and substance satisfactory to the MEDC. Quarterly reporting shall include, at a minimum, the status of the Grant Activities and an accounting of all funds expended on Grant Activities during that quarter.

VII. RELATIONSHIP OF THE PARTIES.

- A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.
- C. Grantee assumes full responsibility for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits for its employees. The MEDC is not responsible for any such insurance or other fringe benefits.
- D. Including those items provided for in Grantee's Budget in order for Grantee to achieve the Grant Activities, all tools, supplies, materials, equipment, and office space necessary to carry out this Agreement are the sole responsibility of Grantee.
- E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

- VIII. ACCESS TO RECORDS.** During the Term, and for seven (7) years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

- IX. TERMINATION.** This Agreement shall terminate upon the earlier of the following:

- A. The Ending Date.
- B. Termination by the MEDC:
 - 1. By giving thirty (30) calendar days prior written notice to the Grantee in the event of fraudulent behavior or other egregious circumstances directly relating to the Grantee or the Grant Activities not otherwise covered by

Section XIX of this Agreement, which would in the judgment of the MEDC CEO, reflect unfavorably on the State of Michigan if the Agreement were not terminated; or

2. In the event that the Legislature of the State of Michigan the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement; or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Agreement, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee; or
 3. Pursuant to Section XIX of this Agreement.
- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.
- XI. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases, and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.
- XII. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with this Agreement shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XIII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries

developed or produced under this Agreement, including, but not limited to, concepts know-how, software, materials, methods, and devices (“Inventions”) and shall have the right to enter into license agreements with industry covering Inventions.

- XIV. CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business, or other interest, direct or indirect, that would conflict in any manner with Grantee’s performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either’s employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC’s satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, “conflict of interest” shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

- XV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** To the extent permitted by law, The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the “Indemnified Persons”) from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee’s indemnification obligation shall not be limited to the limits of liability imposed under the Grantee’s insurance policies. The Grantee will provide and maintain its own general liability, property damage, and Worker’s Compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

- XVI. TOTAL AGREEMENT.** This Agreement, together with Exhibit A incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.
- XVII. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.
- XVIII. COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees, or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits, or other governmental authorizations necessary to carry out its duties under this Agreement.
- XIX. DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification, or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification, or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within sixty (60) calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within sixty (60) calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; and/or (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.
- XX. AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or

hereafter existing at law or equity.

- XXI. REIMBURSEMENT.** If this Agreement is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.
- XXII. NOTICES.** Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage, and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's facsimile number or electronic mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.
- XXIII. ACCESS TO RECORDS AND INSPECTION RIGHTS.** During the Term, there will be frequent contact between the Grant Administrator and the Grantee. Until the end of the Term, to enable the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. At such visits, the Grantee shall permit any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances, and accounts of the Grantee related to this Agreement with its officers, employees, or agents. The MEDC shall have the right to remove, photocopy, photograph, or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.
- XXIV. GOVERNING LAW.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement.

- XXV. COUNTERPARTS AND COPIES.** The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.
- XXVI. JURISDICTION.** In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim; (a) that it is not subject to the jurisdiction of such court; (b) that the action is brought in an inconvenient forum; (c) that the venue of the suit, action, or other proceeding is improper; or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.
- XXVII. SEVERABILITY.** All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.
- XXVIII. PUBLICITY.** At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage, or other public presentation at the project or other location acceptable to the Parties.
- XXIX. SURVIVAL.** The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI, and XXVII shall survive termination of this Agreement.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

City of Wyoming

Dated: _____

John Shay
City Manager

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

Christin Armstrong
Secretary

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A
GRANTEE'S BUDGET

1. Grantee: City of Wyoming		2. Project Title Wyoming City Center			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Other:	e.g. bridge design and construction, non-motorized trail design and construction, utility relocation	\$20,000,000.00	\$10,000,000.00	\$6,000,000.00	\$36,000,000.00
Total		\$20,000,000.00	\$10,000,000.00	\$6,000,000.00	\$36,000,000.00

RESOLUTION NO. _____

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

WHEREAS:

1. To fulfill a state mandate, the city is constructing a third water transmission main from its water treatment plant in Park Township, Ottawa County to facilities in the city.
2. To construct that transmission main including related facilities, the city needs to acquire permanent and/or temporary easements where the transmission main cannot be installed in public rights-of-way.
3. In some situations, construction of the water main may result in additional amounts to be paid to property owners and/or additional work to be done as a part of the project due to crop losses resulting from construction activities, needs to address needed changes in irrigation or drainage on the property resulting from construction activities or regrading during or following water main installation, or other conditions, and when those occur, they are addressed in settlement agreements.
4. Land Matters, the city's contracted right-of-way agent, has negotiated the following water transmission main related easements:

<u>Parcel No.</u>	<u>Owner</u>	<u>Documents</u>	<u>Payment</u>
70-12-36-400-004	Bratton	Permanent & Temporary Easements, Settlement Agreement	\$34,981.93
70-12-36-200-014	Feikema, Feikema Farm	Permanent & Temporary Easements, Settlement Agreement	\$45,425.12
70-12-36-200-002	Machiela	Permanent & Temporary Easements, Settlement Agreement	\$28,351.52
70-12-36-300-008	Lambers	Permanent Easement	\$2,000.00

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The listed permanent and temporary easements are approved and accepted and the Mayor and City Clerk are authorized and directed to sign them in the spaces provided on them.
2. The listed settlement agreements are approved and the Mayor and City Clerk or the Director of Public Works are authorized and directed to sign them in the spaces provided on them.
3. City officers and staff and Land Matters are authorized and directed to take all actions to pursuant to those documents, including paying the amounts stated above in the manner and to the persons provided in the documents.
4. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Agreements

Resolution No. _____

STAFF REPORT

Date: February 14, 2024
Subject: Water Main Easements Acceptance
From: Scott Smith, City Attorney
Meeting Date: February 19, 2024

RECOMMENDATIONS:

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

COMMUNITY, SAFETY, STEWARDSHIP:

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

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

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

BUDGET IMPACT:

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

DISCUSSION:

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

Construction of the water main may result in additional amounts to be paid to property owners and/or additional work to be done as a part of the project due to crop losses resulting from construction activities, needs to address needed changes in irrigation or drainage on the property resulting from construction activities or regrading during or following water main installation, or other conditions, and when those occur, they are addressed in settlement agreements.

The resolution approves and accepts the easements, approves the settlement agreements, authorizes and directs signing them as needed, authorizes payments of the negotiated amounts, and authorizes and directs recording of the easements.



MEMORANDUM

TO: City of Wyoming - Myron Erickson, Director of Public Works

FROM: Deborah S. Poeder

DATE: February 8, 2024

RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

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

Parcel No: 70-12-36-400-004

Thomas & Ellen Bratton	\$10,401.60 - Easement
9815 New Holland St.	1,533.28 - Temp Permit
Zeeland, MI 49464	<u>23,047.05</u> - Settlement
	\$34,981.93 - Total

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

Please have the City Attorney, Mayor and Clerk sign and return both Easements to us so that we may properly record the Easements with the Ottawa County Register of Deeds. Please also sign the Settlement Agreement as needed. We will forward a copy of the Settlement Agreement and the Easements to the property owner and the original to you upon recording.

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

Land Matters Inc.

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

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of 2-7, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Thomas E. Bratton and Ellen L. Bratton, Trustees of the Thomas E. Bratton and Ellen L. Bratton Revocable Trust u/a/d/ April 18, 2018, 9815 New Holland St., Zeeland, MI 49464, as owner(s) (**Owner**) of property at 9815 New Holland Street, Zeeland, MI 49464, PPN # 70-12-36-400-004 (**Property**).

RECITALS

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

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

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

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

TERMS AND CONDITIONS

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

1. On or before January 31, 2024, Owner will convey the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.
3. On or before February 20, 2024, City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$ 34,981.93 as (i) full, just compensation for the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to

Owner's property and all other construction-related claims, (iv) any attorney or expert costs Owner incurred, and (v) any other amounts Owner may claim or seek under applicable law related to City's acquisition or use of the easement.

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

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

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

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

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

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

CITY OF WYOMING

By: _____
Myron Erickson, Director, Public Works



Thomas E. Bratton



Ellen L. Bratton

Approved as to form:

Scott G. Smith, City Attorney

Supplement to Settlement Agreement

The City hereby agrees to the following regarding the construction and restoration of the Owner's property.

Within the Bratton parcel easement area, the Contractor must:

1. Remove and stockpile existing soils removed from the trench. The top 12" of existing topsoil material must be stockpiled separately from the remaining subsoils.
2. Backfill the trench above the pipe embedment with native materials compacted to a minimum 90% Modified Proctor Method.
3. Backfill the top 12" of the trench with the native topsoil.
4. Remove surplus material from the easement area or to a location approved by the property owner.
5. Restore the entire disturbed easement area to a friable condition.

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-12-36-400-004

The Grantor, **Thomas E. Bratton and Ellen L. Bratton, Trustees of the Thomas E. Bratton and Ellen L. Bratton Revocable Trust u/a/d April 18, 2018**, whose address is 9815 New Holland St., Zeeland, MI 49464

in exchange for the consideration of \$1,533.28, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a temporary construction easement in, on, over, and under the real property which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, for the purposes of constructing, installing, and inspecting an underground water service transmission main and related appurtenances such as manholes, meters, and valves. This easement is subject to the following:

1. When the construction, installation, and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to the condition existing immediately before that work. If work occurs at the end of a construction season, restoration will occur when weather conditions are such that it is more likely to be reasonably successful.
2. If crops are damaged due to City work in the Temporary Easement Area, City will pay Grantor the reasonably determined market value of the crop loss during the season in which the damage occurred.
3. City's rights under this temporary easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
4. This easement shall terminate when the construction, installation, and inspection of the water transmission main is completed and Grantor's property, including the Temporary Easement Area, is restored, or 12 months after construction begins on Grantor's property.
5. This temporary easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Temporary Easement Area is located.
6. This temporary easement may not be modified in any way except in writing and with the approval of the Wyoming City Council.

[Signed on next page.]

DATED: 2.7.21

Approved as a form:

Scott G. Smith, City Attorney

GRANTORS:
Thomas E. Bratton and Ellen L. Bratton
Revocable Trust u/a/d April 18, 2018

Thomas E. Bratton
Thomas E. Bratton, Trustee

Ellen L. Bratton
Ellen L. Bratton, Trustee

STATE OF MICHIGAN)
COUNTY OF Ottawa)ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 7th day of February, 2021, by **Thomas E. Bratton and Ellen L. Bratton, Trustees** of the **Thomas E. Bratton and Ellen L. Bratton Revocable Trust u/a/d April 18, 2018.**

DEBORAH S. POEDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec 25, 2028
Acting in the County of Ottawa

Deborah S. Poeder

Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 12.25.28
Acting in the County of Ottawa

[Signed on next page.]

EASEMENT SKETCH

70-12-36-400-004

EXHIBIT "A"

N Line, SW 1/4, SE 1/4, Sec 36, T6N, R15W

Subject Parcel Description:

Parcel Description (Per Title Commitment No. GR-162076 via American Land Title Association effective 9/30/2021):

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

The Southwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West.

Proposed permanent easement description:

The East 40.0 feet of the Southwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West, Except the South 43.00 feet thereof. Also the North 10.00 feet of the South 43.00 feet of the East 90.00 feet of the Southwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West. (52008 Sq. Ft.)

Proposed temporary easement description:

The West 30.00 feet of the East 70.0 feet of the Southwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West. (38332 Sq. Ft.)

N-S 1/4 Line, Sec 36, T6N, R15W

30'
Temp Esmt

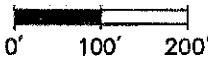
40'
Perm Esmt

E Line, SW 1/4, SE 1/4, Sec 36, T6N, R15W

70-12-36-400-004



SCALE : 1" = 200'



400-012

400-007

10'

90.00'

New Holland St
66' ROW

S Line, Sec 36, T6N, R15W
N Line, Sec 1, T5N, R15W

HOLIDAY - 708630 - Sec 36, Environmental Lab - 004 BRANTON - Aug. 11, 2023 - 12:05pm

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

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

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

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

Date : 05/26/2022
Project No. 2180630

PAGE
1 OF 1

WATER TRANSMISSION MAIN EASEMENT

The Grantor, Thomas E. Bratton and Ellen L. Bratton, Trustees of the Thomas E. Bratton and Ellen L. Bratton Revocable Trust u/a/d April 18, 2018, whose address is 9815 New Holland St., Zeeland, MI 49464

in exchange for the consideration of **Ten Thousand Four Hundred One Dollars and Sixty Cents (\$10,401.60)**, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City) a permanent easement in, on, over, and under the real property described in the attached Exhibit A as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. If water transmission main structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

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

before work begins, these items will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.

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

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

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

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

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

[Signed on next page.]

DATED: 2.7.24

Approved as a form:

Scott G. Smith, City Attorney

GRANTORS:

**Thomas E. Bratton and Ellen L. Bratton
Revocable Trust u/a/d April 18, 2018**

Thomas E. Bratton
Thomas E. Bratton, Trustee

Ellen L. Bratton
Ellen L. Bratton, Trustee

STATE OF MICHIGAN)
COUNTY OF Ottawa)ss.

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 7th day of February 2024 by Thomas E. Bratton and Ellen L. Bratton, Trustees of the Thomas E. Bratton and Ellen L. Bratton Revocable Trust u/a/d April 18, 2018.

DEBORAH S. POEDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec 25, 2028
Acting in the County of Ottawa

Deborah S. Poeder

Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 12.25.28
Acting in the County of Ottawa

Drafted by:
Deborah S. Poeder
Land Matters, Inc.
11230 Tallmadge Woods Dr
Grand Rapids, MI 49534

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

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW, PO Box 905
Wyoming, MI 49509-0905

EASEMENT SKETCH

70-12-36-400-004

EXHIBIT "A"

N Line, SW 1/4, SE 1/4, Sec 36, T6N, R15W

Subject Parcel Description:

Parcel Description (Per Title Commitment No. GR-162076 via American Land Title Association effective 9/30/2021):

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

The Southwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West.

Proposed permanent easement description:

The East 40.0 feet of the Southwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West, Except the South 43.00 feet thereof. Also the North 10.00 feet of the South 43.00 feet of the East 90.00 feet of the Southwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West. (52008 Sq. Ft.)

Proposed temporary easement description:

The West 30.00 feet of the East 70.0 feet of the Southwest 1/4 of the Southeast 1/4 of Section 36, Town 6 North, Range 15 West. (38332 Sq. Ft.)

N-S 1/4 Line, Sec 36, T6N, R15W

30'
Temp Esmt

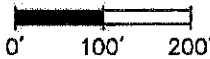
40'
Perm Esmt

E Line, SW 1/4, SE 1/4, Sec 36, T6N, R15W

70-12-36-400-004



SCALE : 1" = 200'



400-012

400-007

10'

35'

80.00'

New Holland St
66' ROW

S Line, Sec 36, T6N, R15W
N Line, Sec 1, T5N, R15W

H:\10101 - 2022\36 - C. Esmeralda - 400-007\10101 - 2022 - 12.dwg

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-5955
www.preinnewhof.com info@preinnewhof.com

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

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

Date : 05/26/2022
Project No. 2180630

PAGE
1 OF 1



MEMORANDUM

TO: City of Wyoming – Myron Erickson, Director of Public Works

FROM: Kelly Jacobsen

DATE: February 7, 2024

RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line – 98th Alignment

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

Parcel No: 70-12-36-200-015

Joshua and Jenna Feikema	\$10,298.20 – Easement
Feikema Farm	1,544.72 – Temp Permit
9773 Barry Street	<u>33,582.20</u> – Settlement
Zeeland, MI 49464	\$45,425.12 – Total

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

Please have the City Attorney, Mayor and Clerk sign and return both Easements to us so that we may properly record the Easements with the Ottawa County Register of Deeds. Please also sign the Settlement Agreement as needed. We will forward a copy to the Easements to the property owner and the original to you upon recording.

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

Land Matters Inc.

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

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of Jan. 31, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Joshua and Jenna Feikema, husband and wife, 9773 Barry Street, Zeeland, MI 49464, as owner (**Owner**) of vacant property on 96th Avenue, Zeeland, MI 49464, PPN # 70-12-36-200-015 (**Property**).

RECITALS

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

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

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

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

TERMS AND CONDITIONS

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

1. On or before January 31, 2024, Owner will convey the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.
3. On or before February 20, 2024, City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$ 45,425.12 as (i) full, just compensation for the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to Owner's property and all other construction-related claims, (iv) any attorney or expert

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

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

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

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

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

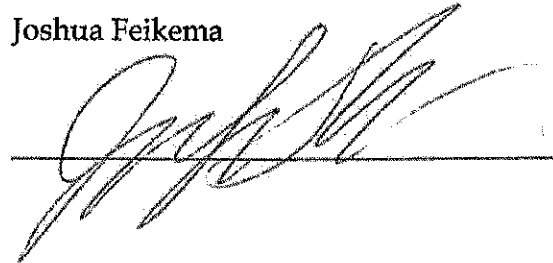
8. By Resolution No. _____, adopted February 6, 2023, City Director of Public Works was authorized to sign this Agreement on City's behalf.

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

CITY OF WYOMING

Joshua Feikema

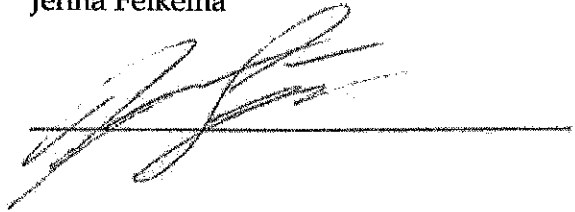
By: _____
Myron Erickson, Director, Public Works



Approved as to form:

Jenna Feikema

Scott G. Smith, City Attorney



WATER TRANSMISSION MAIN EASEMENT

Parcel No. 70-12-36-200-015

The Grantor, Joshua Feikema and Jenna Feikema, husband and wife, whose address is 9773 Barry Street, Zeeland, MI 49464

in exchange for the consideration of \$10,298.20, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City) a permanent easement in, on, over, and under the real property described in the attached Exhibit A as the Easement Area for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. If water transmission main structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

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

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

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

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

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

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

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

DATED: _____

Approved as a form:

Scott G. Smith, City Attorney

[Signed on next page.]

CITY OF WYOMING:

By: Kent Vanderwood, Mayor

By: Kelli A. Vandenberg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

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

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

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

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

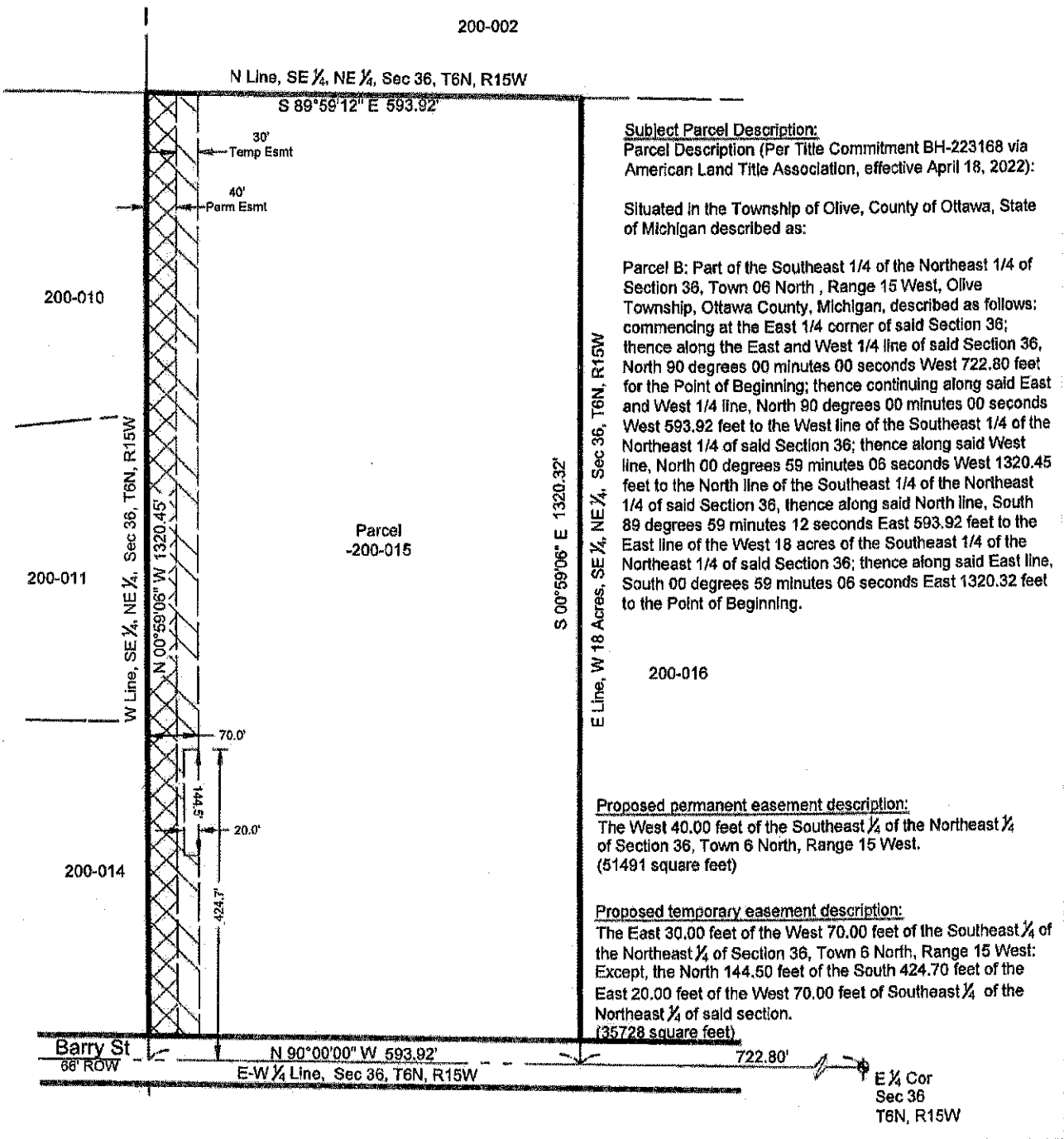
When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St., SW, PO Box 905
Wyoming, MI 49509

EASEMENT SKETCH

70-12-36-200-015

EXHIBIT "A"

200-002



Subject Parcel Description:

Parcel Description (Per Title Commitment BH-223168 via American Land Title Association, effective April 18, 2022):

Situated in the Township of Olive, County of Ottawa, State of Michigan described as:

Parcel B: Part of the Southeast 1/4 of the Northeast 1/4 of Section 36, Town 06 North, Range 15 West, Olive Township, Ottawa County, Michigan, described as follows: commencing at the East 1/4 corner of said Section 36; thence along the East and West 1/4 line of said Section 36, North 90 degrees 00 minutes 00 seconds West 722.80 feet for the Point of Beginning; thence continuing along said East and West 1/4 line, North 90 degrees 00 minutes 00 seconds West 593.92 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 36; thence along said West line, North 00 degrees 59 minutes 06 seconds West 1320.45 feet to the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 36, thence along said North line, South 89 degrees 59 minutes 12 seconds East 593.92 feet to the East line of the West 18 acres of the Southeast 1/4 of the Northeast 1/4 of said Section 36; thence along said East line, South 00 degrees 59 minutes 06 seconds East 1320.32 feet to the Point of Beginning.

E Line, W 18 Acres, SE 1/4, NE 1/4, Sec. 36, T6N, R15W

S 00°59'06" E 1320.32'

Proposed permanent easement description:

The West 40.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 36, Town 6 North, Range 15 West. (51491 square feet)

Proposed temporary easement description:

The East 30.00 feet of the West 70.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 36, Town 6 North, Range 15 West; Except, the North 144.50 feet of the South 424.70 feet of the East 20.00 feet of the West 70.00 feet of Southeast 1/4 of the Northeast 1/4 of said section. (35728 square feet)

HOLLAND - 280630, Sec. 3, Environmental - 015 FRIMA - Jan. 02, 2024 - 12:25pm

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

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

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

CLIENT:

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

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

Date : 01/02/2024
Project No. 2180630

PAGE
1 OF 1

TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 70-12-36-200-015

The Grantor, **Joshua Feikema and Jenna Feikema, husband and wife**, whose address is 9773 Barry Street, Zeeland, MI 49464

in exchange for the consideration of \$1,544.72, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a temporary construction easement in, on, over, and under the real property which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, for the purposes of constructing, installing, and inspecting an underground water service transmission main and related appurtenances such as manholes, meters, and valves. This easement is subject to the following:

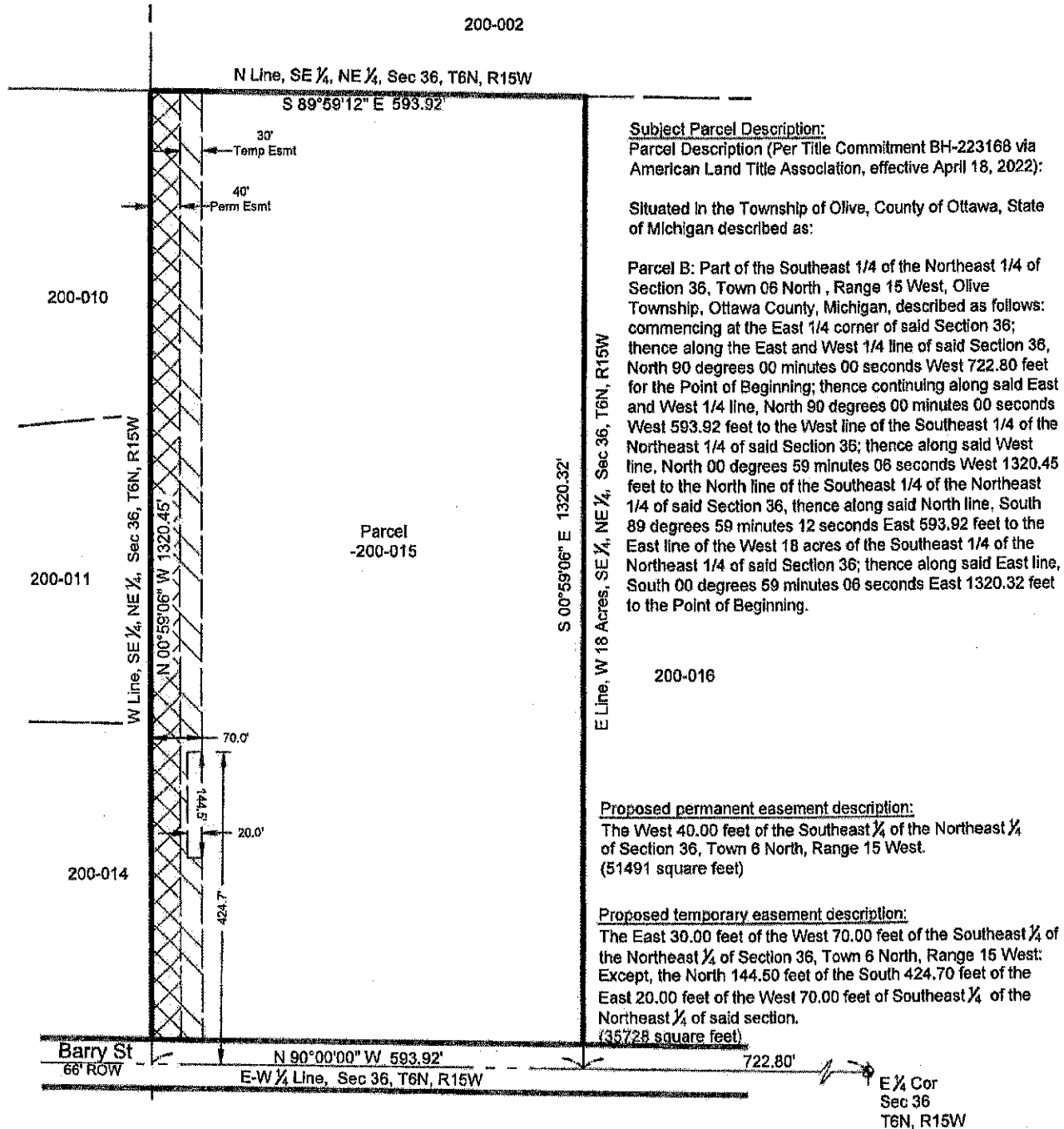
1. When the construction, installation and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to the condition existing immediately before that work. If work occurs at the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

[Signed on next page.]

EASEMENT SKETCH

70-12-36-200-015

EXHIBIT "A"



PREIN & NEWHOF, S.L. ENGINEERS & SURVEYORS - 485 FERRIS - JAN. 10, 2024 - 12:25PM

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

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

LOCATED IN : SECTION 36
TOWN 06 NORTH, RANGE 15 WEST
OLIVE TOWNSHIP,
OTTAWA COUNTY, MICHIGAN
Date : 01/02/2024 PAGE
Project No. 2180630 1 OF 1



MEMORANDUM

TO: City of Wyoming – Myron Erickson, Director of Public Works
FROM: Kelly J. Jacobsen
DATE: February 12, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line – 98th Alignment

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

Parcel No: 70-12-36-200-002

Andrew & Eileen Machiela	\$10,298.40 – Easement
9966 VanBuren Street	1,544.72 – Temp Permit
Zeeland, MI 49464	<u>16,508.40</u> – Settlement
	\$28,351.52 – Total

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

Please have the City Attorney, Mayor and Clerk sign and return both Easements to us so that we may properly record the Easements with the Ottawa County Register of Deeds. Please also sign the Settlement Agreement as needed. We will forward a copy of the Settlement Agreement and the Easements to the property owner and the original to you upon recording.

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

Land Matters Inc.

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

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of February 12, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and **Andrew J. Machiela, Trustee of the Andrew J. Machiela Living Trust** dated February 15, 1994 as to an undivided ½ interest; and **Eileen M. Machiela, Trustee of the Eileen M. Machiela Living Trust** dated February 15, 1994, as to an undivided ½ interest; Subject to the interest of the Andrew J. Machiela Trust and Eileen Mae Machiela Trust as recorded in Document No. 2011-0008484, 9966 Van Buren St., Zeeland, MI 49464 as owner(s) (**Owner**) of property at VanBuren Street, Zeeland, MI PPN # 70-12-36-200-002 (**Property**).

RECITALS

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

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

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

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

TERMS AND CONDITIONS

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

1. On or before January 31, 2024, Owner will convey the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.

3. On or before February 20, 2024, City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$ 28,351.52 as (i) full, just compensation for the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to Owner's property and all other construction-related claims, (iv) any attorney or expert costs Owner incurred, and (v) any other amounts Owner may claim or seek under applicable law related to City's acquisition or use of the easement. No dewatering will take place between May 20 - September 1. The trench will be constructed and backfilled as shown on the attached pipe trench detail.

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

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

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

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

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

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


CITY OF WYOMING

By: _____
Myron Erickson, Director, Public Works



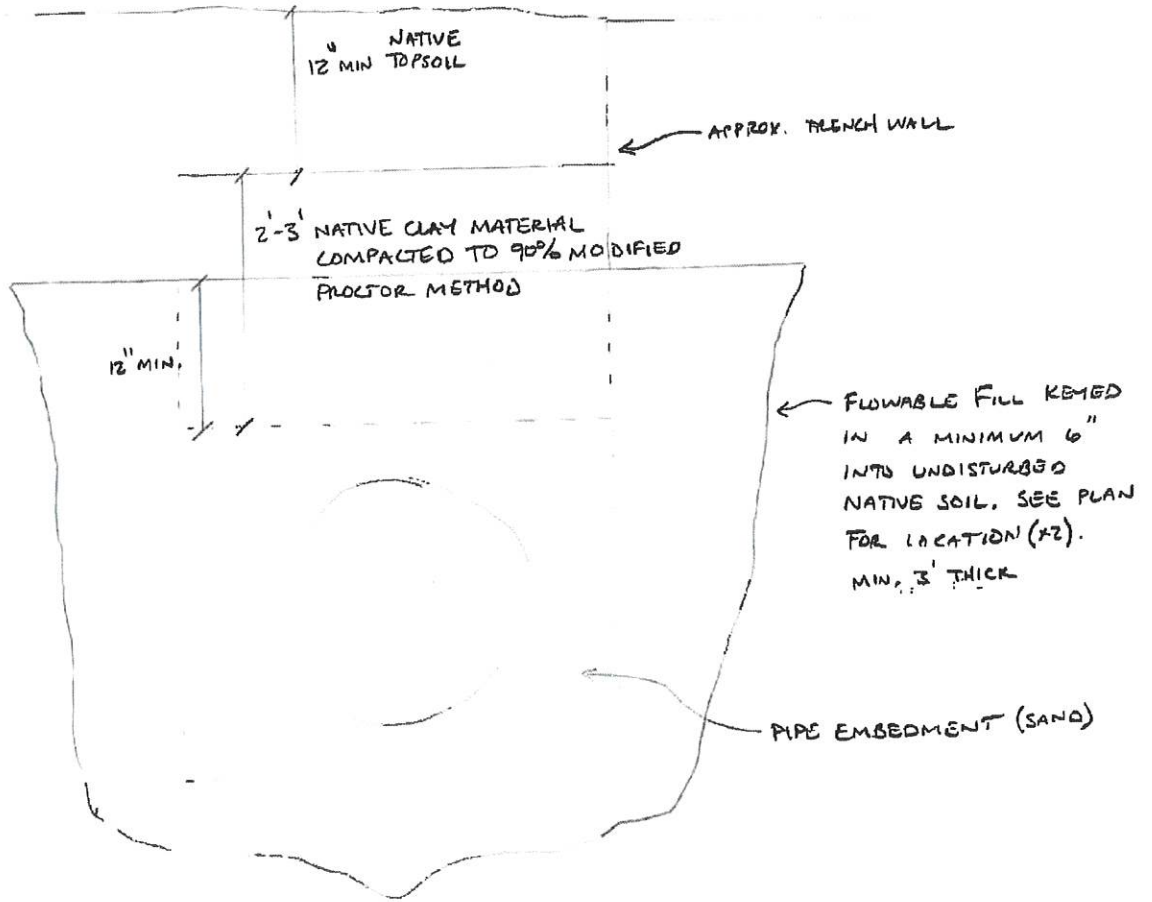
Andrew J. Machiela

Approved as to form:



Eileen M. Machiela

Scott G. Smith, City Attorney



PIPE TRENCH DETAIL - SPECIAL (MAGIELA)

SCALE: NONE

APPLIES: STA 840+80 TO STA. 853+15

PRELIMINARY

Prein&Newhof

SETTLEMENT AGREEMENT FOR CROP DAMAGES, WAIVER, AND RELEASE

This Settlement Agreement (**Agreement**) is made as of February 12, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and **Andrew J. Machiela, Trustee of the Andrew J. Machiela Living Trust** dated February 15, 1994 as to an undivided ½ interest; and **Eileen M. Machiela, Trustee of the Eileen M. Machiela Living Trust** dated February 15, 1994, as to an undivided ½ interest; Subject to the interest of the Andrew J. Machiela Trust and Eileen Mae Machiela Trust as recorded in Document No. 2011-0008484, 9966 Van Buren St., Zeeland, MI 49464 as owner(s) (**Owner**) of property at VanBuren Street, Zeeland, MI PPN # 70-12-36-200-002 (**Property**).

RECITALS

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

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

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

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

TERMS AND CONDITIONS

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

1. On or before January 31, 2024, Owner will convey the Easement and Temporary Easement in, on, over, and under the Property to City in the forms previously provided.
2. If the easement area described in the easement is subject to a mortgage or other encumbrance, Owner will sign the necessary documents and, from the payment made under section 3 of the Agreement, remit to the holder of the mortgage or other encumbrance such amounts as are necessary to secure the consent of the holder of the mortgage or other encumbrance to the easement and/or release of the easement area from the mortgage or other encumbrance.

3. On or before February 20, 2024, City will pay to Owner and/or to the holder of the mortgage or other encumbrance the amount of \$ 28,351.52 as (i) full, just compensation for the easement, (ii) damages to crops resulting from the easement or the use of rights under the easement, including any construction, (iii) any interruption to access to Owner's property and all other construction-related claims, (iv) any attorney or expert costs Owner incurred, and (v) any other amounts Owner may claim or seek under applicable law related to City's acquisition or use of the easement. No dewatering will take place between May 20 - September 1. The trench will be constructed and backfilled as shown on the attached pipe trench detail.

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

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

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

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

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

CITY OF WYOMING

By: _____
Myron Erickson, Director, Public Works



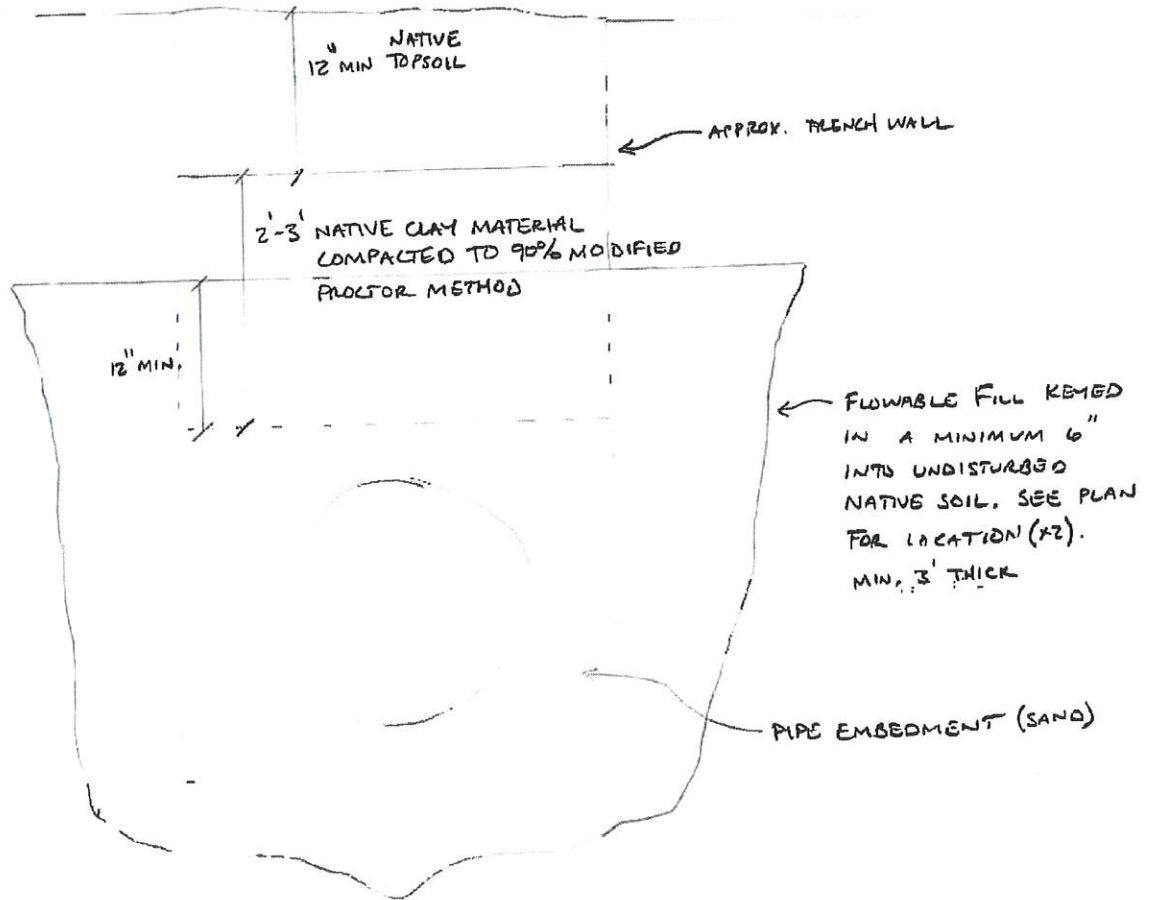
Andrew J. Machiela

Approved as to form:



Eileen M. Machiela

Scott G. Smith, City Attorney



PIPE TRENCH DETAIL - SPECIAL (MACHIELA)

SCALE: NONE

APPLIES: STA 840+80 TO STA. 853+15

PRELIMINARY

Prein&Newhof

WATER TRANSMISSION MAIN EASEMENT
Parcel No. 70-12-36-200-002

The Grantor, **Andrew J. Machiela, Trustee of the Andrew J. Machiela Living Trust** dated February 15, 1994 as to an undivided ½ interest; and **Eileen M. Machiela, Trustee of the Eileen M. Machiela Living Trust** dated February 15, 1994, as to an undivided ½ interest; Subject to the interest of the Andrew J. Machiela Trust and Eileen Mae Machiela Trust as recorded in Document No. 2011-0008484, whose address is 9966 Van Buren St., Zeeland, MI 49464

in exchange for the consideration of \$10,298.40, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground water service transmission main up to 60-inches in diameter and related appurtenances such as manholes, meters, and valves. If water transmission main structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

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

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

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

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

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

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

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

DATED: _____

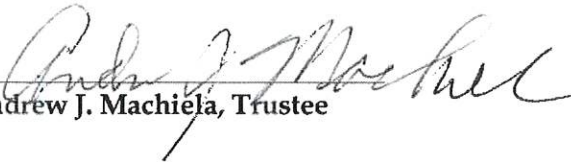
Approved as a form:

Scott G. Smith, City Attorney

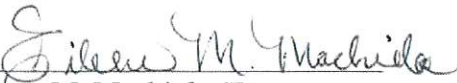
[Signed on next page.]

GRANTOR:

Andrew J. Machiela Living Trust dated February 15, 1994 as to an undivided ½ interest


Andrew J. Machiela, Trustee

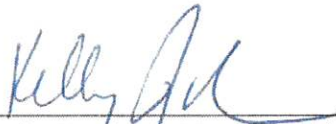
Eileen M. Machiela Living Trust dated February 15, 1994, as to an undivided ½ interest


Eileen M. Machiela, Trustee

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 12th day of February, 2024, **Andrew J. Machiela, Trustee of the Andrew J. Machiela Living Trust** dated February 15, 1994 as to an undivided ½ interest; **and Eileen M. Machiela, Trustee of the Eileen M. Machiela Living Trust** dated February 15, 1994, as to an undivided ½ interest; Subject to the interest of the Andrew J. Machiela Trust and Eileen Mae Machiela Trust as recorded in Document No. 2011-0008484

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



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

[Signed on next page.]

CITY OF WYOMING:

By: Kent Vanderwood, Mayor

By: Kelli A. Vandenberg, Clerk

STATE OF MICHIGAN)

SS

COUNTY OF KENT)

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

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

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

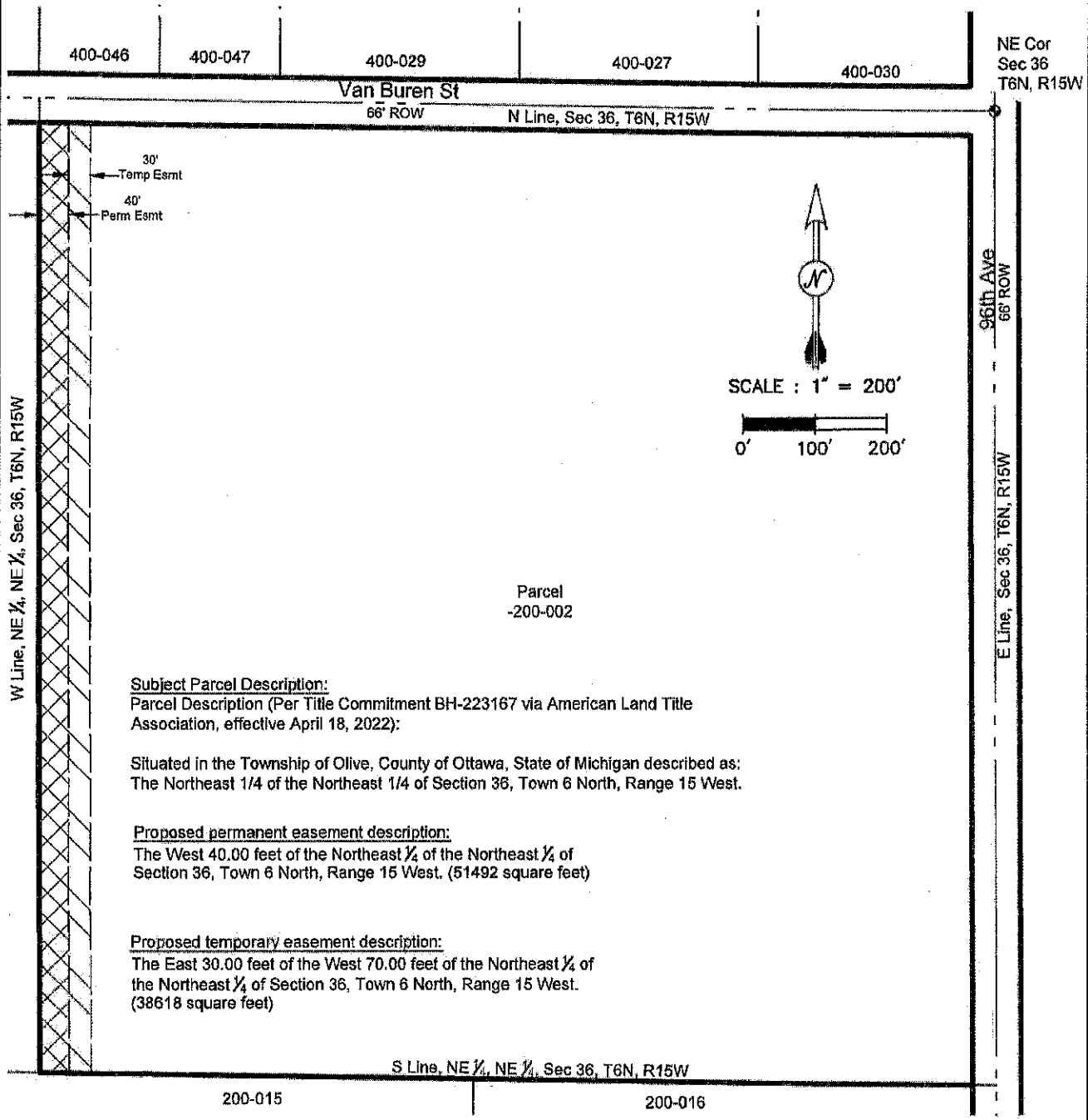
Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

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

EASEMENT SKETCH

70-12-36-200-002

EXHIBIT "A"



Parcel
-200-002

Subject Parcel Description:

Parcel Description (Per Title Commitment BH-223167 via American Land Title Association, effective April 18, 2022):

Situated in the Township of Olive, County of Ottawa, State of Michigan described as:
The Northeast 1/4 of the Northeast 1/4 of Section 36, Town 6 North, Range 15 West.

Proposed permanent easement description:

The West 40.00 feet of the Northeast 1/4 of the Northeast 1/4 of Section 36, Town 6 North, Range 15 West. (51492 square feet)

Proposed temporary easement description:

The East 30.00 feet of the West 70.00 feet of the Northeast 1/4 of the Northeast 1/4 of Section 36, Town 6 North, Range 15 West. (38618 square feet)

HOLLAND - 2180630-Sub C-Exhibit A - Jan. 12, 2023 - 10:16am

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

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

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

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

Date : 05/26/2022 PAGE
Project No. 2180630 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT

Parcel No. 70-12-36-200-002

The Grantor, **Andrew J. Machiela, Trustee of the Andrew J. Machiela Living Trust** dated February 15, 1994 as to an undivided ½ interest; and **Eileen M. Machiela, Trustee of the Eileen M. Machiela Living Trust** dated February 15, 1994, as to an undivided ½ interest; Subject to the interest of the Andrew J. Machiela Trust and Eileen Mae Machiela Trust as recorded in Document No. 2011-0008484, whose address is 9966 Van Buren St., Zeeland, MI 49464

in exchange for the consideration of \$1,544.72, the receipt and sufficiency of which is acknowledged, grants, warrants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a temporary construction easement in, on, over, and under the real property which is described in the attached **Exhibit A** as the **Temporary Easement Area**, generally in the location depicted on the attached exhibit, for the purposes of constructing, installing, and inspecting an underground water service transmission main and related appurtenances such as manholes, meters, and valves. This easement is subject to the following:

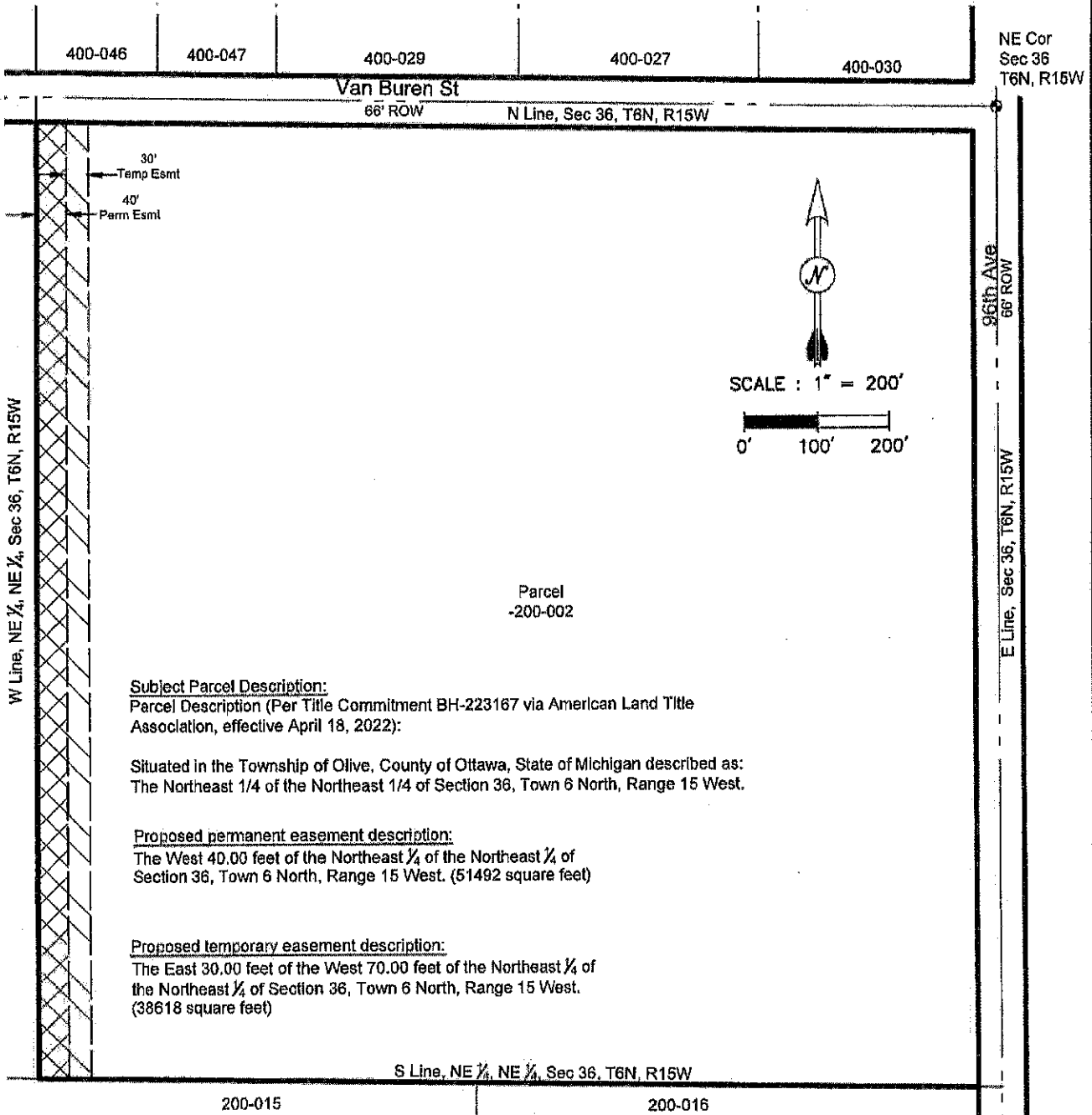
1. When the construction, installation and inspection of the water transmission main is completed, the Temporary Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor to the condition existing immediately before that work. If work occurs at the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

[Signed on next page.]

EASEMENT SKETCH

70-12-36-200-002

EXHIBIT "A"



Subject Parcel Description:

Parcel Description (Per Title Commitment BH-223167 via American Land Title Association, effective April 18, 2022):

Situated in the Township of Olive, County of Ottawa, State of Michigan described as:
The Northeast 1/4 of the Northeast 1/4 of Section 36, Town 6 North, Range 15 West.

Proposed permanent easement description:

The West 40.00 feet of the Northeast 1/4 of the Northeast 1/4 of Section 36, Town 6 North, Range 15 West. (51492 square feet)

Proposed temporary easement description:

The East 30.00 feet of the West 70.00 feet of the Northeast 1/4 of the Northeast 1/4 of Section 36, Town 6 North, Range 15 West. (38618 square feet)

PREIN & NEWHOF, INC. ENGINEERS - SURVEYORS - ENVIRONMENTAL - LABORATORY
 3355 EVERGREEN DRIVE NE GRAND RAPIDS, MI 49525
 TEL: (616) 364-8491 FAX: (616) 364-6955
 WWW.PREINNEWHOF.COM INFO@PREINNEWHOF.COM

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

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

LOCATED IN : SECTION 36
 TOWN 06 NORTH, RANGE 15 WEST
 OLIVE TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN
 Date : 05/26/2022
 Project No. 2180630

PAGE
 1 OF 1



MEMORANDUM

TO: City of Wyoming - Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: February 13, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment (Pocket Easement)

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

Parcel No: 70-12-26-300-008

Ryan & Allison Lambers \$2,000.00
11095 VanBuren St.
Holland, MI 49424

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

Once approved, we will record the Easement Documents with the Ottawa County Register of Deeds and will forward a copy to the property owner and the original to you upon recording.

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

Land Matters Inc.

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

WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-12-26-300-008

The Grantor, **Allison Lambers and Ryan Lambers**, husband and wife, whose address is 11095 Van Buren Street, Holland, MI 49424, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City)** a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, air release vent appurtenant to underground water service transmission main that is located on other property as described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.
4. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
5. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

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

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

Approved as a form:

Scott G. Smith, City Attorney

GRANTOR:

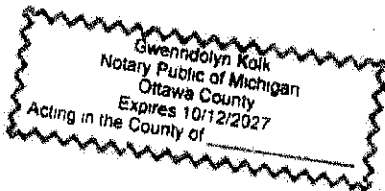
Allison Lambers
Allison Lambers

Ryan Lambers
Ryan Lambers

STATE OF MICHIGAN)
COUNTY OF _____)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 11th day of February 2021 by Allison Lambers and Ryan Lambers, husband and wife.

Gwendolyn Kolk
Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 10.12.2027
Acting in the County of Ottawa



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

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

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

EASEMENT SKETCH

70-12-26-300-008

EXHIBIT "A"

SUBJECT PARCEL (TAX DESCRIPTION)

PART OF THE SOUTHWEST 1/4 OF SECTION 26, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING 604.81 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE N02°13'36"W 300.00 FEET; THENCE EAST 175.00 FEET; THENCE S02°13'36"E 300.00 FEET; THENCE WEST 175.00 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 26, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE S90°00'00"E 604.81 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N02°13'36"W 33.01 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N02°13'36"W 20.02 FEET; THENCE S90°00'00"E 14.94 FEET; THENCE S00°00'00"E 20.00 FEET TO THE NORTH RIGHT OF SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING. (291 SQUARE FEET)

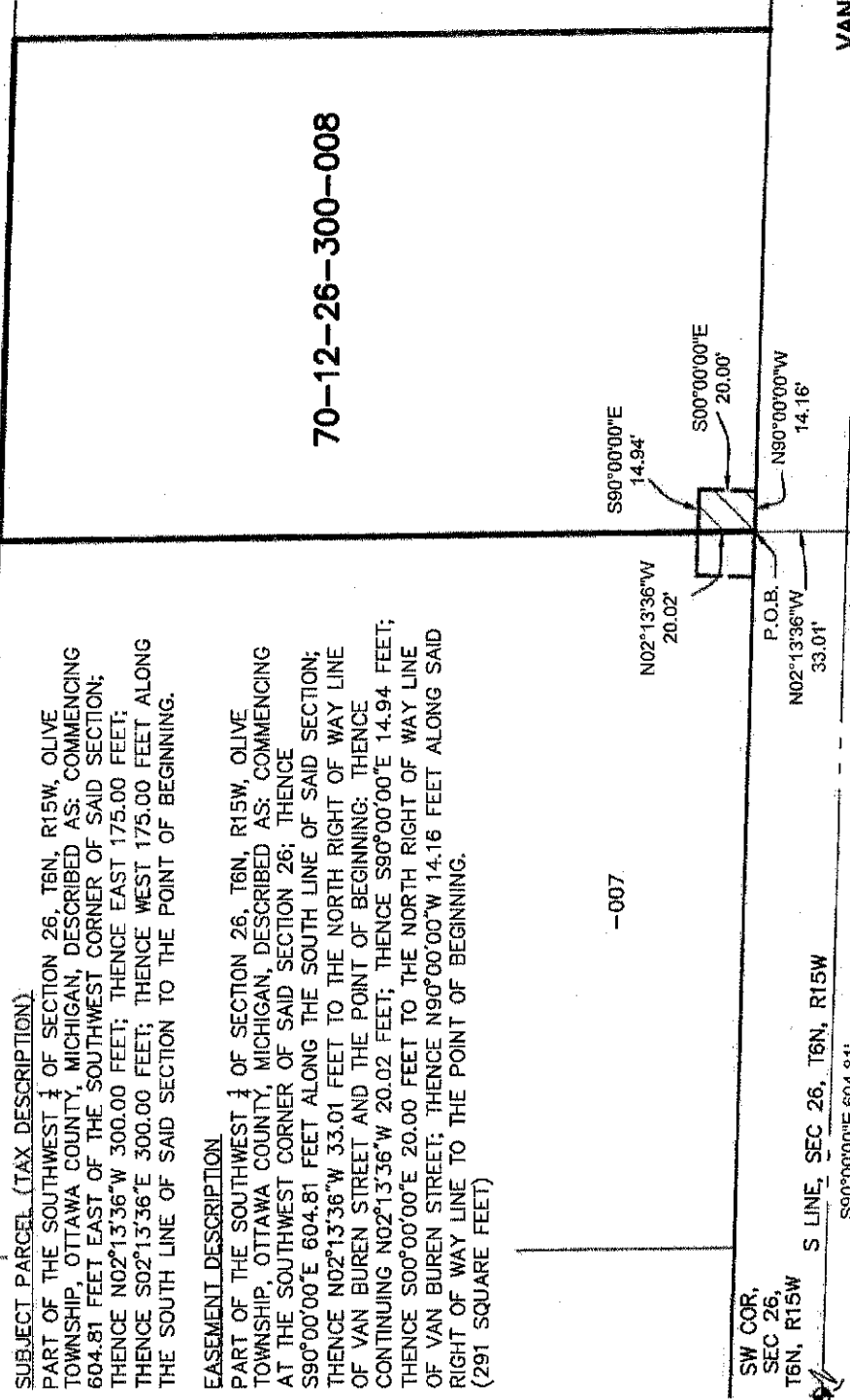
70-12-26-300-008

-009

-007



SCALE : 1" = 60'



VAN BUREN ST
(66' PUBLIC R.O.W.)

SW COR.,
SEC 26,
T6N, R15W

S LINE, SEC 26, T6N, R15W
S90°00'00"E 604.81'

N02°13'36"W
20.02'

S90°00'00"E
14.94'

S00°00'00"E
20.00'

N80°00'00"W
14.16'

P.O.B.
N02°13'36"W
33.01'

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

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

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

LOCATED IN : SECTION 26
TOWN 6 NORTH, RANGE 15 WEST
PORT SHELTON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN

Date : 11/22/2023
Project No. 2180630

PAGE
1 OF 2

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE
HIGH SERVICE VALVE REPLACEMENT PROJECT

WHEREAS:

1. On February 6, 2023, City Council adopted Resolution number 27608 authorizing the Water Treatment Plant to enter into an agreement with DHE Plumbing and Mechanical, LLC (DHE) to replace two valves at the high service pump gallery in the amount of \$743,523.62.
2. As detailed in the attached staff report, DHE has submitted a change order in the amount of \$7,724.85.
3. It is recommended City Council approve the change order.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the change order for the high service valve replacement project.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Change Order

STAFF REPORT

Date: 2/8/2024
Subject: High Service Valve Replacement Project
From: Jaime Fleming, Water Treatment Plant Superintendent
Date of Meeting: 2/19/2024

RECOMMENDATION:

It is recommended that the City Council authorize additional payment to DHE Plumbing and Mechanical, LLC (DHE) in the amount of \$7,724.85.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Water Treatment Plant protects public health and safety by providing water to residents, businesses, and for fire protection. Continuity of service to meet these vital needs requires proactive replacement of aging infrastructure.

DISCUSSION:

City Council Resolution No. 27608, dated February 6, 2023, authorized the Water Treatment Plant to enter into an agreement with DHE Plumbing and Mechanical, LLC to replace two valves in the high service pump gallery. The original contract amount, including contingency, was \$748,020.00.

DHE successfully completed the required work in a timely manner without disruption of water production or quality. However, doing so required addressing physical space constraints using extra equipment and crane work. Removal of the old valves unexpectedly revealed gaskets that contained asbestos, requiring testing and abatement before insertion of the new valves.

The increase to cover these additional items is \$7,724.85. However, because there was a small amount of money left in the project's contingency, we are only short an additional amount of \$3,228.47. This will bring the project to a close at a total amount of \$751,248.47.

BUDGET IMPACT:

Sufficient funding is available in the Water Treatment Plant Capital Outlay account 591-591-57300-986.444.

February 1, 2024
2200689

Ms. Jaime Fleming
City of Wyoming
16700 New Holland Street
Holland, MI 49424

RE: WTP Discharge Piping Improvements – HSPS Valve Replacement
PO 2023-511, Change Order No. 2

Dear Jaime:

Enclosed you will find a copy of the following recommended change order for your review and signature. The change order includes costs associated with removal and abatement of asbestos gasket material.

A summary of the change order follows:

Current Contract Price:	\$743,523.62
Contract Change:	<u>\$7,724.85</u>
Adjusted Contract Price:	\$751,248.47

Please sign the attached change order, scan the signed copy, and email a copy back to our office. We will forward the executed copy to the Contractor for their records.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

Prein&Newhof



Steve Taplin, P.E.

Enclosures: Change Order No. 2 and supporting documentation



Office 616-896-8414
 Fax 616-896-8565
 Web www.dheplumbing.com

January 3, 2024

CHANGE ORDER REQUEST

PROJECT: Wyoming WTP - Discharge Piping Improvements

**To: Prein & Newhof
 Attn: Steve Taplin**

Pursuant to your request, *DHE Plumbing & Mechanical* offers the following proposal for your approval.

- Change Order Request for Removal of Existing Asbestos Gasket Material Discovered at Joints of New/Existing Work.

Direct Labor: 0 Hours X \$ 81.00	=	\$	0.00
Direct Material:	=	\$	0.00
Material Tax: 6 %	=	\$	0.00
Overhead & Profit: 15 %	=	\$	0.00
Subcontractor Total:	=	\$	7,357.00
Subcontractor Markup: 5%	=	\$	367.85

Total Additions = \$ 7,724.85

Change Order Total:

ADD: \$ 7,724.85

Thank you for the opportunity to provide you with this proposal. Please contact me with any questions.

Best Regards,

Josh Heyboer - Owner/Estimator
 616-262-3574 / josh@dheplumbing.com

Your Mechanical Partner

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM ALLIED MECHANICAL SERVICES
FOR THE CLEAN WATER PLANT SCREW PUMP COVER
AND OVERFLOW IMPROVEMENT PROJECT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from Allied Mechanical Services, Inc. for the Clean Water Plant Screw Pump Cover and Overflow Improvement Project in the total estimated amount of \$174,262.70.
2. It is further recommended the City Council authorize a contingency in the amount of \$17,426.30.
3. Funds are available in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Allied Mechanical Services, Inc. in the total estimated amount of \$174,262.70.
2. The City Council authorizes a \$17,426.30 contingency.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
5. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: February 12, 2024

Subject: CWP Pump Cover and Overflow Improvement Project

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: February 19, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal from Allied Mechanical Services for the Clean Water Plant Screw Pump Cover and Overflow Improvement Project in the amount of \$174,262.70 with a 10% contingency for a total amount of \$191,689.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Protecting the equipment from environmental conditions helps to keep the equipment running in optimal condition.

DISCUSSION:

The Clean Water Plant ultraviolet (UV) disinfection system has been in operation since August 2022. The new equipment has performed as expected but a couple of concerns have come up that need to be addressed. During extreme weather events such as abnormal amounts of snow or extreme temperatures in the summer, there have been issues starting the standby equipment that is not already running. These scenarios were discussed in the preliminary design but were considered optional at that point. There is also the potential of flow backing up and flooding the UV area, for example if there is a power failure at the plant and higher-than-average influent flow.

With Resolution No. 27721, the City Council entered into an agreement with Black & Veatch to provide the design and engineering services for the screw pump covers and emergency bypass. The project was then sent out for bid last fall, with the bid opening held on November 14. Unfortunately, we only received one bid for \$352,900.00 which was more than double the engineering estimate.

After discussing our options, it was decided to purchase the bypass flap gates directly from the manufacturer due to the long lead times, and request proposals for the rest of the project from local contractors with a history of performing similar work at the utility plants. In conjunction with the City Council approval of Resolution No. 27934 for the purchase of bypass flap gates in the amount of \$33,478.00, Allied Mechanical Services and DHE Plumbing and Mechanical were provided the project specifications and asked to review the work. Each contractor made a site visit and provided a project cost excluding the purchase of the bypass flap gates. Both contractors provided the pricing as follows:

Allied Mechanical Services	\$174,262.70
DHE Plumbing and Mechanical	\$187,400.00

Allied Mechanical Services has successfully performed work for the utility plants including most recently a dehumidification and coating project and a chemical storage tank replacement project. Purchasing the bypass flap gates directly from the manufacturer and engaging with Allied Mechanical Services for the project results in a total project cost of approximately \$145,000.00 less than the initial bid. Therefore, it is recommended the City Council accept the proposal from Allied Mechanical Services for the Clean Water Plant Screw Pump Cover and Overflow Improvement Project in the amount of \$174,262.70 with a 10% contingency for a total amount of \$191,689.00.

BUDGET IMPACT:

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

CLEAN WATER PLANT SCREW PUMP COVER AND OVERFLOW IMPROVEMENTS PROJECT CONTRACT

CITY OF WYOMING, MICHIGAN

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

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

Contractor means: Allied Mechanical Services
A Michigan Corporation
5688 E. ML Ave
Kalamazoo, MI. 49048

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

Effective Date means: February 12, 2024.

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

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

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

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

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

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

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

City of Wyoming

Contractor: Allied Mechanical Services

By: _____
Kent Vanderwood, Mayor

By: Jeff Kurtz Project Management
[Signature officer, director, or principal of Contractor]
Jeff Kurtz
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: February 12, 2024

Date signed: _____, 20__

Approved as to form:

[Signature]

BID/PROPOSAL FORM CONTINUED

A lump sum bid price shall be submitted for performing the work specified herein as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

State bid price as per the specifications included herein. \$ 174,262.70

State the brand/model (required): Custom Fabrication Items

Reminder: All warranties must be included with bid/proposal

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Allied Mechanical Services, Inc.

Bid/Proposal Form Continued

Allied Mechanical Services, Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

Richard Wackerle - President

[Printed name and title of person signing]



[Signature for proponent]

Jeff Kurtz- Project Management

[Printed name and title of 2nd person signing]

Date signed: 2/12/2024

5688 E. ML Ave.

[Proponent's street address]

(269) 344-0191

[Proponent's business phone]

Kalamazoo MI. 49048

[City]

[State]

[Zip]

269-779-7170

[Cell phone number(s) of person(s) signing for proponent]

jkurtz@alliedmechanical.com

[E-mail address(s) of person(s) signing for proponent]

Corporation

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM DONOHUE & ASSOCIATES, INC.
TO PROVIDE ENGINEERING AND DESIGN WORK FOR THE
FUME HOOD PROJECT AT THE CLEAN WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Donohue & Associates, Inc. to provide engineering and design work for the fume hood project at the Clean Water Plant in the total estimated amount of \$49,950.00.
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 Donohue & Associates, Inc. to provide engineering and design work for the fume hood project at the Clean Water Plant in the total estimated amount of \$49,950.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: January 23, 2024
Subject: Fume Hood Project
From: Jon Burke, Clean Water Plant Superintendent
Date of Meeting: February 19, 2024

RECOMMENDATION:

It is recommended that the City Council approve and authorize the Mayor and City Clerk to sign the contract with Donohue & Associates for the engineering and design work as described in the attached scope of services in the amount of \$49,950.

COMMUNITY, SAFETY, STEWARDSHIP:

The City's Clean Water Plant provides state of the art wastewater treatment services to all residents and customers of Wyoming in a cost efficient and socially equitable way. Maintaining existing equipment helps provide that service as well as ensuring the employees have a safe environment to work in.

DISCUSSION:

There are two fume hoods in the clean water plant laboratory that are designed to be used for tests that involve concentrated mineral acids. In the last couple of years, the fume hoods have started showing signs of rust and corrosion both inside and outside the units. In 2023, we even had corrosion problems with a computer and another piece of lab equipment that are located several feet away from the fume hoods.

Because of concerns over staff exposure to hazardous environments, simply replacing the fume hood units themselves is not sufficient without first investigating the exhaust system's design. Looking first into the design and construction of the current exhaust system and making any corrections necessary, will ensure that the new replacement hoods will remove the proper amount of air to protect plant staff and the other equipment in the lab. Donohue & Associates were on site with their HVAC expert discussing the air conditioning problem in the blower building so we briefly discussed the issue with them. We have been very happy with the level of service they have provided, and they also understand the pressing safety issue that this presents. Therefore, we asked them to present a scope of services to investigate the problem and design any changes needed in a timely manner, so that repairs can be made as soon as possible.

BUDGET IMPACT:

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



ENGINEERING SERVICES AGREEMENT

CWP Lab Hood Replacement (Project)

This Agreement is by and between:

City of Wyoming (Owner)
Clean Water Plant
2350 Ivanrest Avenue SW
Wyoming, MI 49418

and

Donohue & Associates, Inc. (Donohue)
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:



Scott G. Smith, City Attorney

APPROVED FOR DONOHUE

By:  _____

Printed Name: Craig W. Brunner, P.E.

Title: President

Date: January 24, 2024

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City of Wyoming provides wastewater collection and treatment services for the City of Wyoming and portions of the communities of Kentwood, Byron Township, and Gaines Township. Wastewater from this service area is treated at the Owner owned and operated Clean Water Plant (CWP). Part of the CWP includes the laboratory which supports the treatment process and performs the necessary testing to validate and assist the wastewater treatment process.

Recently, significant deterioration of the laboratory hoods and other surrounding metals was noted with special concern noted with regards to the condition of the acid hoods. These hoods are key elements of any laboratory's health and safety plan. As such the Owner has requested Donohue's assistance in design of laboratory hood replacement and improvements.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

Preliminary Design

1. Review existing drawings of the laboratory space and recent hood test data.
2. Determine applicable mechanical codes for review and confirm compliance of the existing system with current code requirements, document any deficiencies, and develop design improvements to address these needs.
3. Complete necessary calculations to determine ventilation requirements and sizing of ventilation equipment.
4. Develop preliminary layout drawings outlining the necessary changes and upgrades to the existing ventilation system.
5. Hold virtual 30% Preliminary Review Workshop with Owner staff to review proposed changes and solicit feedback.
6. Develop final layout drawings and opinion of probable construction cost for preferred elements of the design based on feedback from the review workshop.
7. Hold in-person 60% Final Layout Review Workshop with the Owner staff to review the proposed changes and solicit feedback.

Final Design

8. Based on feedback from the 60% Workshop, develop 90% drawings, specifications, and OPCC.
 - 8.1. Donohue to use Owner front end documents.
 - 8.2. Design does not include any other ancillary improvements to the laboratory space.
9. Complete internal coordination and quality reviews.
10. Submit 90% Drawings, Specifications, and OPCC for Owner review.
11. Hold final in-person 90% Bid Ready Review Workshop with Owner staff to review draft bidding documents.
12. Incorporate Owner feedback from 90% Workshop.
13. Submit final bidding documents to Owner for advertisement.
 - 13.1. Owner to advertise project through the Owner operated website.

Bidding Support

14. Hold pre-bid conference with potential bidders.
15. Issue pre-bid conference minutes and addenda as necessary.
16. Review received bids and provide a Recommendation of Award.
17. Complete and submit Conformed to Contract documents.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Bidding documents will be provided to the Owner no later than May 31, 2024.
2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner the Final Report defined under Scope of Services.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be a lump sum of \$49,950.00.

- B. Donohue will bill Owner monthly, with net payment due in 30 days. The invoice will contain a calculation of the amount of lump sum due based on percentage of Project completed during the billing period.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS CITY OF WYOMING, MICHIGAN

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Owner shall pay Donohue for all Services based on Donohue's standard hourly rates and pay for expenses incurred in accordance with Donohue's standard practice for billing for expenses. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving 7 days' written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance under this Agreement if the defaulting party commences to cure such default within the 7-day notice period and completes such cure within a reasonable period of time.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Workers' Disability Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue will provide Owner with copies of certificates of insurance and policies of insurance upon request. For projects involving construction, Owner will contractually require contractor to obtain and maintain builder's risk and other insurance relating to the project as is customarily provided by contractors on similar projects which insurance shall name Owner and Donohue as insureds or additional insureds and certificate holders. Donohue's coverage provided in the first sentence of this paragraph shall be excess over the contractor's primary coverage.

INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments

are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

12. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee, or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by law, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

13. NONDISCRIMINATION AND RESPECT. Owner is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all its programs, benefits, and actions, including Owner professional service contracts. Accordingly:

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

C. If Donohue engages others on Owner's behalf, Donohue will (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, 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), Donohue will use language assistance services in communications.

D. Donohue will include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this section is a material breach of contract that can result in (i) withholding payments to Donohue, (ii) termination, or suspension of this Agreement, in whole or in part, and (iii) Donohue's ineligibility for future Owner contracts.

14. ETHICAL STANDARDS. Donohue and its personnel have not engaged in and will refrain from: (i) attempting or appearing to influence Owner's elected or appointed officers or employees by a direct or indirect offer of anything of value; or (ii) paying or agreeing to pay a person, other than Donohue personnel, any consideration contingent upon award of this Agreement. To the best of Donohue's knowledge, none of Donohue's personnel is a spouse, parent, child, grandchild, or sibling of Owner's mayor, a city council member, or other Owner officer or board/commission member except as already disclosed in writing to Owner. Donohue will promptly inform Owner of any change in this circumstance.

15. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. Upon payment to Donohue as provided by this Agreement, all documents and other deliverables, whether in paper or electronic form, prepared by Donohue in connection services provided pursuant to this Agreement shall be the property of Owner. Owner shall hold Donohue and Donohue's principals, directors, officers, and employees harmless from, indemnify them for and defend them against any demands, claims, lawsuits, investigations, administrative proceedings, judgments, or awards arising from (i) any modification of those documents or deliverables by Owner or Owner's officers, employees or agents, without Donohue's prior written consent or (ii) any use of such documents and deliverables for any project other than the project that is the subject of this Agreement.

16. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

17. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

18. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

19. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement

cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

21. STATUTE OF LIMITATION. The statute of limitations applicable to any cause of action under this Agreement shall be the statute of limitations in effect in the state of Michigan for such cause of action without applying any conflict of laws or provisions.

22. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

23. CONTROLLING LAW. This Agreement is governed by the laws of Michigan.

24. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

25. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

26. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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

Rev. August 2023

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Bituminous Paving Materials	Black Gold Transport Inc., and Michigan Paving and Materials Co.	Bid prices as shown on the attached tabulation sheet.
Brass Water Service and Meter Installation Materials and Meter Mountings	Core and Main, LP Etna Supply Company, and Ferguson Enterprises DBA Ferguson Waterworks,	Bid prices as shown on the attached tabulation sheet.
Sand	Cordes Inc.	\$8.12 per ton
Stainless Steel Clamp Couplings	Core and Main, LP, Etna Supply Company Ferguson Enterprises DBA Ferguson Waterworks, and	Bid prices as shown on the attached tabulation sheet.
Topsoil	Bultsma Construction Co.	\$12.50 per ton

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

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

DATE: February 6, 2024

SUBJECT: Bid Award – Bituminous Paving Materials

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 19, 2024

RECOMMENDATION:

It is recommended that the City Council award the bid for bituminous paving materials to both Black Gold Transport and Michigan Paving and Materials, for the prices as shown on the attached bid tabulation. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department repairs asphalt streets damaged by weather and utility failures throughout the City. The use of bituminous paving materials, made from materials that can be recycled, reduces the consumption of natural resources and the dumping of asphalt materials in landfills.

DISCUSSION:

On Tuesday, January 30, 2024, the City received two bids for bituminous paving materials. One hundred and sixty-six invitations to bid were sent to prospective bidders. Black Gold Transport was the low bidder. Due to material availability and seasonal shut downs, it is in the best interest of the City to award the bid to both Black Gold Transport and Michigan Paving and Materials.

The Public Works Department uses approximately 1,400 tons of asphalt top mix and approximately 1,000 tons of asphalt base mix each year. The unit price of 36A top mix is \$70.00 per ton, for an estimated yearly total cost of \$98,000. The unit price of 13A base mix is \$67.00 per ton, for an estimated yearly total cost of \$94,000. The low bid for 36A top mix is an increase of 4% from last year's bid price of \$67.00, and the low bid for 13A base mix is an increase of 5% from last year's bid price of \$64.00.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

ATTACHMENTS:

Bid Tabulations – 1/30/24

Contracts – Black Gold Transport and Michigan Paving and Materials

City of **Wyoming** Michigan

TABULATION OF BIDS

FOR BITUMINOUS PAVING MATERIALS - BID # 2160

OPENED BY THE CITY CLERK ON JANUARY 30, 2024 AT 11:00 A.M. O'CLOCK

Bidder	36A Bituminous Top Mix			13A Bituminous Base Mix		
	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)	Est. Qty. (Tons)	Unit Price (Per Ton)	Total (Based on Est. Qty.)
Black Gold Transport	1,400	\$ 70.00	\$ 98,000.00	1,000	\$ 67.00	\$ 67,000.00
Michigan Paving and Materials	1,400	\$ 72.00	\$ 100,800.00	1,000	\$ 70.00	\$ 70,000.00

CITY OF
Wyoming
MICHIGAN

BITUMINOUS PAVING MATERIALS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Black gold transport Inc.
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4237 Dorr Commerce DR, ~~MI~~
[Supplier's street address]
Wayland, MI 49348
[Supplier's city, state & zip]

Effective Date means: Feb. 20, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

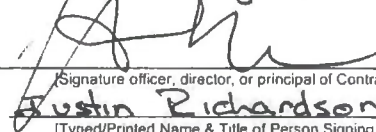
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Contractor: Black gold transport

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

Date signed: 1-18, 2024

BITUMINOUS PAVING MATERIALS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Michigan Paving & Materials Co.
[Name of supplying entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2575 Haggerty Rd., Suite 100
[Supplier's street address]
Canton, MI 48188
[Supplier's city, state & zip]

Effective Date means: Feb. 20, 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

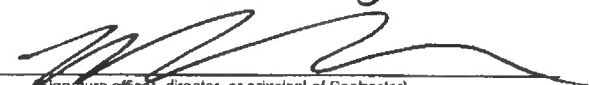
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Contractor: Michigan Paving & Materials Co.

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

Date signed: 1/29, 2024

STAFF REPORT

Date: February 6, 2024

Subject: Bid Award - Brass Water Service and Meter Installation Materials and Meter Mountings

From: Jodie Theis, Public Services Supervisor

Date of Meeting: February 19, 2024

RECOMMENDATION:

It is recommended that the City Council award the bid for brass water service and meter installation materials and meter mountings to Ferguson Enterprises, Core and Main, and Etna Supply Company for the prices as shown on the attached bid tabulations. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

COMMUNITY, SAFETY, STEWARDSHIP:

Brass water service and meter installation materials and meter mountings are used throughout the City when repairing or replacing broken water services or water meters. These no-lead brass materials will reduce the exposure of lead to the public, providing safe living and working conditions for our residents and protect the environment from lead contamination.

DISCUSSION:

On Tuesday, January 30, 2024, the City received four bids for brass water service and meter installation materials and meter mountings. One hundred and three invitations to bid were sent to prospective bidders. Ferguson Enterprises was the low bidder. Due to supply chain issues, manufacturer lead times, and part availability, it is in the best interest of the City to award the bid to Ferguson Enterprises, Core and Main, and Etna Supply Company.

The City is anticipating that it will spend approximately \$35,000 for brass water service materials and approximately \$30,000 on meter installation materials on an annual basis. Unit costs are a decrease of approximately 2% from last year's unit costs.

BUDGET IMPACT:

Sufficient funds are available in the water service maintenance and water meter maintenance accounts: 591-441-56700-775.000 and 591-591-56500-775.000.

ATTACHMENTS:

Bid Tabulations – 1/30/24

Contracts – Ferguson Enterprises, Core and Main, and Etna Supply Company

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR BRASS WATER SERVICE AND METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS - BID # 2161

OPENED BY THE CITY CLERK ON JANUARY 30, 2024 AT 11:00 A.M. O'LOCK

Est. Qty.	Item Description	Stock Number	Core and Main			Ema Supply Company			Ferguson Enterprises			Municipal Supply Co.		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
50	1" corporation stop	Ford F300	AY McDonald 74701-22-1	\$51.71	\$2,585.50		\$55.00	\$2,750.00		\$53.59	\$2,679.50	AY McDonald 5141-130	\$57.98	\$2,899.00
200	1" curb stop	Ford B44-440E	AY McDonald 76104-22-1	\$110.43	\$22,086.00		\$117.00	\$23,400.00		\$113.50	\$22,700.00	AY McDonald 5133-168	\$123.85	\$24,770.00
500	5/8" x 3/4" x 3/4" coupling	Ford C-18-23-2-5P	AY McDonald 74620 3/4x2 1/2	\$10.18	\$5,090.00		\$11.00	\$5,500.00		\$10.60	\$5,300.00	AY McDonald 5124-110	\$11.45	\$5,725.00
250	1" compression coupling	Ford C-44-44	AY McDonald 74758-22-1	\$21.83	\$5,457.50		\$23.00	\$5,750.00		\$22.59	\$5,647.50	AY McDonald 5141-134	\$24.49	\$6,122.50
10	1 1/2" corporation stop	Ford FB0900	AY McDonald 74701B-22	\$149.02	\$1,490.20		\$158.00	\$1,580.00		\$154.00	\$1,540.00	AY McDonald 5133-457	\$167.10	\$1,671.00
20	1 1/2" compression coupling	Ford C-44-96	AY McDonald 74758-22 1 1/2x2 1/2	\$60.48	\$1,209.60		\$64.00	\$1,280.00		\$62.69	\$1,253.80	AY McDonald 5129-090	\$67.85	\$1,357.00
20	1 1/2" curb stop	Ford B44-660M	AY McDonald 76104-22 1 1/2	\$256.23	\$5,124.60		\$272.00	\$5,440.00		\$265.00	\$5,300.00	AY McDonald 5133-177	\$287.30	\$5,746.00
10	2" corporation stop	Ford FB0900	AY McDonald 74701B-22 FT	\$246.47	\$2,464.70		\$261.00	\$2,610.00		\$255.00	\$2,550.00	AY McDonald 5133-439	\$276.35	\$2,763.50
20	2" curb stop	Ford B44-770M	AY McDonald 76104-22 2	\$357.29	\$7,145.80		\$379.00	\$7,580.00		\$370.00	\$7,400.00	AY McDonald 5133-186	\$400.65	\$8,013.00
20	2" compression coupling	Ford C44-77	AY McDonald 74758-22 2	\$98.61	\$1,972.20		\$105.00	\$2,100.00		\$102.39	\$2,047.80	AY McDonald 5141-183	\$110.57	\$2,211.40
250	Curb box, 56" depth	M&E Type B W300C-LBP	AY McDonald 5615WB 56"	\$53.97	\$13,492.50		\$62.00	\$15,500.00	FEM25557	\$57.00	\$14,250.00	AY McDonald 4517-106	\$60.55	\$15,137.50
150	Curb box lid w/plug	M&E D9C-LBP	AY McDonald 5614L 1-1/4	\$15.57	\$2,335.50		\$18.00	\$2,700.00	FPLLID	\$11.00	\$1,650.00	AY McDonald 4511-165	\$17.49	\$2,623.50
80	Copper meter inserters, 5/8" x 3/4", "M" Style Inserter, 43-2-NNMD 43x403 NO LEAD	AY McDonald - Series 43-2		\$118.23	\$9,458.40		\$197.00	\$15,760.00	FVCH18234NL	\$129.95	\$10,396.00		\$132.59	\$10,607.20
50	1" Full port straight curb valve, ball style 300 PSI wholock wing mac-pak compression x 1" FIP	AY McDonald 610270-22-1		\$95.51	\$4,775.50	FORD 44W-NL B41	\$102.00	\$5,100.00	FB41444WNL	\$99.00	\$4,950.00	AY McDonald 5139-117	\$107.90	\$5,395.00
20	3/4" MIP union for copper horn inserter	AY McDonald 20341		\$6.52	\$130.40	FORD CH58-33-NL	\$6.00	\$120.00	FCHS833NL	\$6.00	\$120.00	AY McDonald 5149-287	\$7.35	\$147.00
200	1" x 3/4" Brass Bushings		BRECCO 400-100-01224	\$3.12	\$624.00		\$4.00	\$800.00		\$3.18	\$636.00	AY McDonald 5422-269	\$4.15	\$830.00
50	3/4" x 2 1/2" meter couplings, 3/4" ribbed tail piece	AY McDonald 9020-34		\$10.18	\$509.00	FORD 23-2.5 C38	\$11.00	\$550.00	FC382325NL	\$10.60	\$530.00	AY McDonald 5124-110	\$11.45	\$572.50
100	1" x 2 5/8" meter coupling, ribbed tail piece	AY McDonald 9020-1		\$15.68	\$1,568.00	FORD 44-2.65 C38	\$17.00	\$1,700.00	FC38442625NL	\$16.29	\$1,629.00		\$17.58	\$1,758.00
10	3/4" FIP ball valve, full port	NIBCO T305-70	AY McDonald 72032T	\$7.92	\$79.20	APOLLO 94ALF-104	\$11.00	\$110.00	FNWX410CF	\$10.50	\$105.00	AY McDonald 5420-151	\$8.89	\$88.90
75	1 1/2" female flanged coupling	AY McDonald 010F 1 1/2"		\$45.30	\$3,397.50	FORD CF31-66-NL	\$57.00	\$4,275.00	FCF3166NL	\$46.99	\$3,524.25		\$50.79	\$3,809.25
150	1" Full port angle curb valves, ball style 300 PSI lock wing with Mac-Pak Compression X 1" FIP	AY McDonald 4900B-22-1		\$108.83	\$16,324.50	FORD BA41-444W	\$115.00	\$17,250.00	FBA41444WNL	\$112.60	\$16,890.00		\$122.05	\$18,307.50
50	2" female flanged coupling	AY McDonald 010F2		\$59.15	\$2,957.50	FORD CF31-77-NL	\$63.00	\$3,150.00	FCF3177NL	\$61.39	\$3,069.50		\$66.35	\$3,317.50
10	3/4" FIP gate valves	NIBCO T111	BRECCO 700-175-00230	\$9.13	\$91.30	LEGEND 104-704	\$15.00	\$150.00	PFXT300F	\$8.39	\$83.90	AY McDonald 5420-127	\$10.60	\$106.00
150	1" FIP gate valves	NIBCO T111	AY McDonald 72035T	\$12.59	\$1,888.50	LEGEND 104-705	\$22.00	\$3,300.00	PFXT300G	\$11.45	\$1,717.50	AY McDonald 5420-128	\$14.15	\$2,122.50
5	1 1/2" FIP gate valves	NIBCO T111	AY McDonald 72035T	\$23.02	\$115.10	LEGEND 104-707	\$40.00	\$200.00	PFXT300I	\$23.81	\$119.05	AY McDonald 5420-130	\$25.81	\$129.05
5	2" FIP gate valves	NIBCO T111	BRECCO 700-175-00270	\$30.93	\$154.65	LEGEND 104-708	\$61.00	\$305.00	PFXT300K	\$33.27	\$166.35	AY McDonald 5420-131	\$39.35	\$196.75

Est. Qty.	Item Description	Stock Number	Core and Main			Ema Supply Company			Ferguson Enterprises			Municipal Supply Co.		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
20	3/4" x close brass nipple		AY McDonald 2200	\$1.97	\$39.40		\$2.20	\$44.00		\$2.00	\$40.00	AY McDonald 4422-355	\$2.25	\$45.00
20	1" x close brass nipple		AY McDonald 2200	\$2.94	\$58.80		\$3.30	\$66.00		\$3.00	\$60.00	AY McDonald 4422-372	\$3.29	\$65.80
20	3/4" x 2" brass nipple		BRECCO 550-200-00600	\$2.18	\$43.60		\$2.75	\$55.00		\$2.54	\$50.80	AY McDonald 4422-357	\$2.82	\$56.40
20	3/4" x 2 1/2" brass nipple		BRECCO 550-200-00610	\$2.52	\$50.40		\$3.25	\$65.00		\$2.95	\$59.00	AY McDonald 4422-358	\$3.25	\$65.00
20	3/4" x 3" brass nipple		BRECCO 550-200-00620	\$2.91	\$58.20		\$3.75	\$75.00		\$3.40	\$68.00	AY McDonald 4422-359	\$3.75	\$75.00
20	3/4" x 3 1/2" brass nipple		AY McDonald 2200	\$3.72	\$74.40		\$4.20	\$84.00		\$3.76	\$75.20	AY McDonald 4422-360	\$4.20	\$84.00
20	3/4" x 4" brass nipple		BRECCO 550-200-00640	\$3.80	\$76.00		\$4.85	\$97.00		\$4.36	\$87.20	AY McDonald 4422-361	\$4.89	\$97.80
20	3/4" x 4 1/2" brass nipple		BRECCO 550-200-00650	\$4.13	\$82.60		\$5.30	\$106.00		\$4.74	\$94.80	AY McDonald 4422-362	\$5.35	\$107.00
20	3/4" x 5" brass nipple		BRECCO 550-200-00660	\$4.55	\$91.00		\$5.80	\$116.00		\$5.25	\$105.00	AY McDonald 4422-363	\$5.85	\$117.00
20	3/4" x 5 1/2" brass nipple		BRECCO 550-200-00670	\$4.97	\$99.40		\$6.40	\$128.00		\$5.72	\$114.40	AY McDonald 4422-364	\$6.45	\$129.00
20	3/4" x 6" brass nipple		BRECCO 550-200-00680	\$5.54	\$110.80		\$7.10	\$142.00		\$6.37	\$127.40	AY McDonald 4422-365	\$7.20	\$144.00
20	1" x 2" brass nipple		BRECCO 550-200-00750	\$3.14	\$62.80		\$4.00	\$80.00		\$3.67	\$73.40	AY McDonald 4422-373	\$4.10	\$82.00
20	1" x 2 1/2" brass nipple		BRECCO 550-200-00760	\$3.66	\$73.20		\$4.70	\$94.00		\$4.21	\$84.20	AY McDonald 4422-374	\$4.70	\$94.00
20	1" x 3" brass nipple		BRECCO 550-200-00770	\$4.22	\$84.40		\$5.40	\$108.00		\$4.85	\$97.00	AY McDonald 4422-375	\$5.49	\$109.80
20	1" x 3 1/2" brass nipple		BRECCO 550-200-00780	\$4.88	\$97.60		\$6.25	\$125.00		\$5.61	\$112.20	AY McDonald 4422-376	\$6.25	\$125.00
20	1" x 4" brass nipple		BRECCO 550-200-00790	\$5.49	\$109.80		\$7.00	\$140.00		\$6.32	\$126.40	AY McDonald 4422-377	\$6.99	\$139.80
20	1" x 4 1/2" brass nipple		BRECCO 550-200-00800	\$6.13	\$122.60		\$7.85	\$157.00		\$7.05	\$141.00	AY McDonald 4422-378	\$7.85	\$157.00
20	1" x 5" brass nipples		BRECCO 550-200-00810	\$6.78	\$135.60		\$8.75	\$175.00		\$7.81	\$156.20	AY McDonald 4422-379	\$8.69	\$173.80
20	1" x 5 1/2" brass nipples		BRECCO 550-200-00820	\$7.42	\$148.40		\$9.50	\$190.00		\$8.54	\$170.80	AY McDonald 4422-380	\$9.55	\$191.00
20	1" x 6" brass nipple		BRECCO 550-200-00830	\$8.09	\$161.80		\$10.35	\$207.00		\$9.31	\$186.20	AY McDonald 4422-381	\$10.35	\$207.00
20	1 1/2" x close brass nipple		BRECCO 550-200-01030	\$4.99	\$99.80		\$6.40	\$128.00		\$5.74	\$114.80	AY McDonald 4422-404	\$6.35	\$127.00
20	1 1/2" x 3" brass nipple		BRECCO 550-200-01060	\$6.79	\$135.80		\$9.50	\$190.00		\$8.51	\$170.20	AY McDonald 4422-407	\$9.45	\$189.00
20	1 1/2" x 4" brass nipple		BRECCO 550-200-01080	\$8.85	\$177.00		\$12.35	\$247.00		\$10.34	\$206.80	AY McDonald 4422-409	\$12.29	\$245.80
10	1 1/2" x 5" brass nipple		BRECCO 550-200-01100	\$11.00	\$110.00		\$15.35	\$153.50		\$12.91	\$129.10	AY McDonald 4422-411	\$15.79	\$157.90
10	1 1/2" x 6" brass nipple		BRECCO 550-200-01120	\$13.08	\$130.80		\$18.25	\$182.50		\$15.33	\$153.30	AY McDonald 4422-413	\$18.35	\$183.50
20	2" x close brass nipple		BRECCO 550-200-01160	\$7.60	\$152.00		\$9.75	\$195.00		\$8.73	\$174.60	AY McDonald 4422-420	\$9.65	\$193.00
5	2" x 2 1/2" brass nipple		BRECCO 550-200-01170	\$8.21	\$41.05		\$10.50	\$52.50		\$9.48	\$47.40	AY McDonald 4422-421	\$10.35	\$51.75
10	2" x 6" brass nipple		BRECCO 550-200-01240	\$16.83	\$168.30		\$23.50	\$235.00		\$19.66	\$196.60	AY McDonald 4422-428	\$23.39	\$233.90
10	2" x 9" brass nipple		BRECCO 550-200-01270	\$25.02	\$250.20		\$35.00	\$350.00		\$29.22	\$292.20	AY McDonald 4424-306	\$36.35	\$363.50
10	2" x 12" brass nipple		BRECCO 550-200-01290	\$33.14	\$331.40		\$46.00	\$460.00		\$39.00	\$390.00	AY McDonald 4424-446	\$45.35	\$453.50
500	1" Meter Washers		BRECCO 200-225-00520	\$0.15	\$75.00		\$0.16	\$80.00		\$0.32	\$160.00	AY McDonald 4424-051	\$0.41	\$205.00
20	1 1/2" Adjustable MNPT Oval Meter Flange	AY McDonald 010A-51, 1127	AY McDonald 5614BP	\$213.91	\$4,278.20	FORD CF38-66-2-NL	\$60.00	\$1,200.00	FCF38662NL	\$50.27	\$1,005.40	AY McDonald 5131-051	\$239.85	\$4,797.00
20	2" Adjustable MNPT Oval Meter Flange	AY McDonald 010A-51, 2127		\$265.00	\$5,300.00	FORD CF38-77-2125	\$79.00	\$1,580.00	FCF38772125NL	\$67.60	\$1,352.00	AY McDonald 5131-299	\$297.15	\$5,943.00

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises			Municipal Supply Co.		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
20	1" Brass Threaded Couplings		BRECCO 400-100-01121	\$4.73	\$94.60		\$6.75	\$135.00		\$4.73	\$94.60	AY McDonald 5422-143	\$7.59	\$151.80
10	2" x 1" brass bushings		BRECCO 400-100-01236	\$12.16	\$121.60		\$16.50	\$165.00		\$12.10	\$121.00	AY McDonald 5422-279	\$16.29	\$162.90
10	1 1/2" x 1" brass bushings		BRECCO 400-100-01232	\$6.82	\$68.20		\$9.30	\$93.00		\$6.78	\$67.80	AY McDonald 5422-275	\$10.50	\$105.00
300	Curb Box Plug 1 1/2" - MEPLG 1 1/4" Brass Plug		AY McDonald 5614BP	\$4.15	\$1,245.00		\$4.40	\$1,320.00	FPPLL	\$6.49	\$1,947.00	AY McDonald 4510-259	\$4.65	\$1,395.00
25	1" NIBCO Full Port Ball Valve	NTP900T	BRECCO 700-200-00225	\$13.56	\$339.00	APOLLO 94ALF-105	\$17.40	\$435.00	FNWX410CG	\$15.06	\$376.50	AY McDonald 5420-152	\$18.45	\$461.25
5	1" APOLLO full port ball valve		AY McDonald 7211TT	\$15.28	\$76.40		\$17.40	\$87.00	FNWX410CG	\$15.06	\$75.30	AY McDonald 5420-469	\$17.15	\$85.75
10	3/4" NIBCO Full Port Ball Valve	NTP900S	AY McDonald 72032S	\$7.92	\$79.20	APOLLO 94ALF-104	\$11.50	\$115.00	FNWX410CF	\$10.15	\$101.50	AY McDonald 5420-154	\$8.90	\$89.00
300	1 1/2" Drop In Gaskets for 1 1/2" Flanged Meter	AY McDonald 18-08	BRECCO 200-225-00570	\$0.83	\$249.00	FORD 140 GT-	\$2.50	\$750.00	PSMFGDJ	\$0.93	\$279.00	AY McDonald 4124-052	\$3.35	\$1,005.00
300	2" Drop In Gaskets for 2" Flanged Meter	AY McDonald 18-07	BRECCO 200-225-00580	\$1.00	\$300.00	FORD 141 GT-	\$2.75	\$825.00	PSMFGDIK	\$1.00	\$300.00	AY McDonald 4124-053	\$3.79	\$1,137.00
5	2" x 1 1/2" Brass Bushings		BRECCO 400-100-01238	\$10.05	\$50.25		\$13.75	\$68.75		\$10.05	\$50.25	AY McDonald 5422-281	\$13.65	\$68.25
15	1" x 3/4" brass bushing		BRECCO 400-100-01224	\$3.12	\$46.80		\$4.25	\$63.75		\$3.11	\$46.65	AY McDonald 5422-269	\$4.15	\$62.25
5	1 1/2" x 3/4" Brass Bushings		BRECCO 400-100-01231	\$8.29	\$41.45		\$11.50	\$57.50		\$8.30	\$41.50	AY McDonald 5422-274	\$9.90	\$49.50
30	AY McDonald 5/8" x 3/4" meter to 1" meter adapter	1024		\$13.03	\$390.90	FORD A24-NL	\$27.50	\$825.00	FA24NL	\$13.42	\$402.60	AY McDonald 5137-099	\$14.65	\$439.50
2	AY McDonald Converts 1" meter to 2" flanged meter	1047		\$77.34	\$154.68	FORD A47-NL	\$164.00	\$328.00	FA47NL	\$80.30	\$160.60	AY McDonald 5137-245	\$86.75	\$173.50
2	AY McDonald Converts 1" meter to 1 1/2" flanged meter	1046		\$75.57	\$151.14	FORD A46-NL	\$160.00	\$320.00	FA46NL	\$78.45	\$156.90	AY McDonald 5137-244	\$84.75	\$169.50
2	AY McDonald Converts 1 1/2" meter to 2" flanged meter	1046T		\$102.31	\$204.62	FORD A67-NL	\$236.00	\$472.00	FA67NL	\$115.55	\$231.10	AY McDonald 5137-246	\$114.75	\$229.50
20	3/4" Brass 90's		BRECCO 400-100-01004	\$3.85	\$77.00		\$5.25	\$105.00		\$3.85	\$77.00	AY McDonald 5422-003	\$6.20	\$124.00
20	3/4" Brass Threaded couplings		BRECCO 400-100-01120	\$3.12	\$62.40		\$4.25	\$85.00		\$3.11	\$62.20	AY McDonald 5422-142	\$4.55	\$91.00
15	2" Brass Pentagon Stopbox Cap Plugs (plugs only)		AY McDonald 5624BP 2	\$10.77	\$161.55		\$12.50	\$187.50	FPPLL	\$6.49	\$97.35	AY McDonald 4511-219	\$12.10	\$181.50
30	1 1/2" Stopbox lid with plug	AY McDonald 5014L		\$15.57	\$467.10		\$18.00	\$540.00	FPPLLID	\$11.00	\$330.00	AY McDonald 4511-165	\$17.49	\$524.70
15	2" Stopbox lid with plug	AY McDonald 5024L		\$23.24	\$348.60		\$26.50	\$397.50		\$23.10	\$346.50	AY McDonald 4511-167	\$26.05	\$390.75
5	2" Brass THD Coupling		BRECCO 400-100-01124	\$16.53	\$82.65		\$22.50	\$112.50		\$16.54	\$82.70	AY McDonald 5422-146	\$22.85	\$114.25
5	2" x 1.5" Brass THD Bushing		BRECCO 400-100-01238	\$10.05	\$50.25		\$13.75	\$68.75		\$10.05	\$50.25	AY McDonald 5422-281	\$13.65	\$68.25
12	2" Meter Flange Kit THD		BRECCO 200-225-00380	\$33.00	\$396.00	FORD CF-31-77-NL	\$63.00	\$756.00		\$33.50	\$402.00	AY McDonald 5131-084	\$171.05	\$2,052.60
6	1.5" Meter Flange Kit THD		BRECCO 200-225-00370	\$31.65	\$189.90	FORD 66-NL CF51-	\$48.00	\$288.00		\$31.33	\$187.98	AY McDonald 5131-083	\$124.60	\$747.60
100	1" Brass 90's		BRECCO 400-100-01005	\$5.62	\$562.00		\$8.00	\$800.00		\$5.94	\$594.00	AY McDonald 5422-004	\$9.90	\$990.00
3000	5/8" x 3/4" gaskets		AY McDonald 18-G2 3/4	\$0.36	\$1,080.00		\$0.10	\$300.00	PSMCGF	\$0.15	\$450.00	AY McDonald 4124-050	\$0.40	\$1,200.00

Est. Qty.	Item Description	Stock Number	Core and Main			Etna Supply Company			Ferguson Enterprises			Municipal Supply Co.		
			Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)	Equal Alternate Item Number	Price Per Unit	Total (based on est. qty.)
50	1" angle valve (1" compression to 1" female THD)		AY McDonald 74606B-22	\$108.83	\$5,441.50	FORD AV41-444-NL	\$78.00	\$3,900.00	FAV41444NL	\$66.88	\$3,344.00	AY McDonald 5133-020	\$122.05	\$6,102.50
10	1" full port flared angle valve		AY McDonald 74602	\$68.18	\$681.80	FORD BA22-444W-NL	\$121.00	\$1,210.00	FBA23444WNL	\$134.40	\$1,344.00	AY McDonald 5124-174	\$59.60	\$596.00
5	3" Brass Meter Flange Kit- THD		AY McDonald 5131-447	\$324.88	\$1,624.40		\$250.00	\$1,250.00		\$131.00	\$655.00	AY McDonald	\$364.27	\$1,821.35
5	4" Brass Meter Flange Kit -THD		AY McDonald 5131-448	\$519.06	\$2,595.30		\$308.00	\$1,540.00		\$157.00	\$785.00	AY McDonald	\$582.00	\$2,910.00
1	6" Brass Meter Flange Kit-THD		AY McDonald 5131-449	\$1,083.85	\$1,083.85		\$530.00	\$530.00		\$162.00	\$162.00	AY McDonald	\$1,215.25	\$1,215.25
Total			\$144,075.14			\$154,397.75			\$136,099.03			\$166,750.25		
Percentage discount from prices for other miscellaneous brass (other than those listed), which you will offer the City throughout the one year bid period:			25%			NO RESPONSE FROM BIDDER			0%			0%		
Percentage discount from prices for supplies (other than those listed), which you will offer the City throughout the one year bid period:			25%			NO RESPONSE FROM BIDDER			0%			0%		
Minimum pound delivery per order:			N/A			NO RESPONSE FROM BIDDER			0 LBS.			MINIMUM ORDER OF \$7,000		
Number of calendar day required for delivery from date of receipt of order:			STOCK - 160 DAYS			7-14 DAYS IF IN STOCK			VARIES. SOME ITEMS ARE IN-STOCK WHILE OTHERS HAVE AN ETA OF 21-23 WEEKS. SUBJECT TO MANUFACTURER PRODUCTION.			DEPENDS ON MATERIAL		
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?			YES			YES			YES			NO		

CITY OF
Wyoming
MICHIGAN

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Ferguson Enterprises LLC DBA Ferguson Waterworks
[Name of supplying entity]
A LLC - Virginia
[State and type of entity, e.g., corporation, limited liability company, etc.]
3900 44th St. SE
[Supplier's street address]
Kentwood, MI 49512
[Supplier's city, state & zip]

Effective Date means: Feb. 20, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:  _____

Contractor: Ferguson Enterprises LLC DBA Ferguson Waterworks

By: RANDON WEBBER
[Signature officer, director, or principal of Contractor]
Randon Webber / General Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Jan 26, 2024

CITY OF
Wyoming
MICHIGAN

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Core and Main, LP
[Name of supplying entity]
A Florida [State and type of entity, e.g., corporation, limited liability company, etc.]
4530 36th St SE
[Supplier's street address]
Kentwood MI 49512
[Supplier's city, state & zip]

Effective Date means: Jan 26, 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

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TERMS AND CONDITIONS

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4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming
By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Contractor: Core and Main, LP

By: 

[Signature officer, director, or principal of Contractor]
Thomas Fisher District Manager

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

Date signed: 1-26, 2024

CITY OF
Wyoming
MICHIGAN

BRASS WATER SERVICE & METER INSTALLATION MATERIALS AND WATER METER MOUNTINGS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: ETNA SUPPLY COMPANY
(Name of supplying entity)
A WHOLESALE MICHIGAN
(State and type of entity, e.g., corporation, limited liability company, etc.)
4401 CLAY AVE SW
(Supplier's street address)
GRAND RAPIDS MI 49548
(Supplier's city, state & zip)

Effective Date means: JAN 30, 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

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Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.


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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: Etna Supply

By: _____
(Signature officer, director, or principal of Contractor)
Chad Hart, Customer Service Rep
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: Feb 2nd, 2024

STAFF REPORT

DATE: February 6, 2024

SUBJECT: Bid Award – Sand

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 19, 2024

RECOMMENDATION:

It is recommended that the City Council award the bid for sand to the low bidder, Cordes Inc., at a unit price of \$8.12 per Ton of Class II, Bank-run Sand. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Sand is used as backfill material when completing utility infrastructure repairs throughout the City. The sand specified ensures proper water drainage and to is screened to meet state construction standards.

DISCUSSION:

On Tuesday, January 30, 2024, the City received nine bids for sand. One hundred and forty-four invitations to bid were sent to prospective bidders. Cordes Inc. was the low bidder.

The Public Works Department uses approximately 3,500 tons of sand each year. The unit cost of the sand will be \$8.12 per Ton, for an estimated yearly total cost of \$28,420. The bid for sand is a decrease of 10% from last year's bid price of \$9.00 per Ton. The material is to be delivered to the Public Works Department, where a stockpile of sand is maintained.

BUDGET IMPACT:

Sufficient funds are available in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 211-441-44210-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

ATTACHMENTS:

Bid Tabulations – 1/30/24
Contract – Cordes Inc.

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR SAND - BID # 2162

OPENED BY THE CITY CLERK ON JANUARY 30, 2024 AT 11:00 A.M. O'CLOCK

Bidder	Sand (per Ton)
Alpine Contracting	\$ 8.75
Cordes Inc	\$ 8.12
GVL Excavating	\$ 9.00
MarJo Construction Services	\$ 9.57
Rison Transport	\$ 8.50
Stoneco of Michigan	\$ 9.25
Weick Bros., Inc.	\$ 12.00
Whitneyville Sand Pit	\$ 12.00
Yellow Rose Transport	\$ 8.50

CITY OF
Wyoming
MICHIGAN

SAND PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Cordes Inc
(Name of supplying entity)
A Michigan S-Corp
(State and type of entity, e.g., corporation, limited liability company, etc.)
10100 Secroc Industrial Dr. SW
(Supplier's street address)
Byron Center, MI 49315
(Supplier's city, state & zip)

Effective Date means: Feb. 20, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____


Contractor: Cordes Inc

By: _____
(Signature officer, director, or principal of Contractor)
Charles Cordes Co President
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 2/6, 2024

STAFF REPORT

DATE: February 6, 2024

SUBJECT: Bid Award – Stainless Steel Clamp Couplings

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 19, 2024

RECOMMENDATION:

It is recommended that the City Council award the bid for stainless steel clamp couplings to Core and Main, Ferguson Enterprises and Etna Supply Company, at the unit prices shown in the attached bid tabulations. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contracts.

COMMUNITY, SAFETY, STEWARDSHIP:

The use of stainless steel clamp couplings allows the Public Works Department to provide quality water and sewer main repairs that otherwise would need extensive excavation, repair and restoration. The use of couplings ensures that the utility service is repaired in a timely and economical manner.

DISCUSSION:

On Tuesday, January 30, 2024, the City received three bids for stainless steel clamp couplings. One hundred and three invitations to bid were sent to prospective bidders. Core and Main was the low bidder. Due to supply chain issues, manufacturer lead times, and part availability, it is in the best interest of the City to award the bid to Core and Main, Ferguson Enterprises and Etna Supply Company.

The Public Works Department utilizes stainless steel clamp couplings to repair damaged water mains and sewers throughout the City. Sewer main and water main breaks can be caused by several factors, including age, freezing or thawing of soil, pipe corrosion, soil conditions, or ground movement.

The Public Works Department is anticipating a yearly total of approximately \$8,700 for stainless steel clamp couplings. The total price based on estimated quantities is a decrease of 12% from last year's total price.

BUDGET IMPACT:

Sufficient funds are available in the sewer and water maintenance accounts: 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

ATTACHMENTS:

Bid Tabulations – 1/30/24

Contracts – Core and Main, Ferguson Enterprises and Etna Supply Company

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR STAINLESS STEEL CLAMP COUPLINGS - BID # 2163

OPENED BY THE CITY CLERK ON JANUARY 30, 2024 AT 11:00 A.M. O'CLOCK

Est. Qty.	Nom. Size (inches)	O.D. Range (inches)	Width (inches)	Weight (pounds)	Core and Main		Etna Supply Company		Ferguson Enterprises	
					Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)	Unit Price	Total (based on est. qty.)
2	4	4.74-5.14	12	10.5	\$76.71	\$153.42	\$99.00	\$198.00	\$96.00	\$192.00
30	6	6.84-7.24	12	12.2	\$93.41	\$2,802.30	\$112.00	\$3,360.00	\$108.00	\$3,240.00
6	6	6.84-7.24 with 1" tap	12	12.2	\$114.61	\$687.66	\$131.00	\$786.00	\$126.00	\$756.00
6	6	6.84-7.24	15	14.6	\$102.84	\$617.04	\$132.00	\$792.00	\$127.00	\$762.00
15	8	8.99-9.39	12	14.5	\$108.84	\$1,632.60	\$124.00	\$1,860.00	\$119.00	\$1,785.00
4	8	8.99-9.39 with 1" tap	12	14.5	\$130.05	\$520.20	\$144.00	\$576.00	\$139.00	\$556.00
2	8	8.99-9.39	20	23.2	\$181.54	\$363.08	\$207.00	\$414.00	\$200.00	\$400.00
2	10	11.04-11.44	12	16.5	\$138.84	\$277.68	\$170.00	\$340.00	\$164.00	\$328.00
2	12	13.10-13.50	12	18.7	\$168.10	\$336.20	\$180.00	\$360.00	\$174.00	\$348.00
2	6	6.84-7.24 with 1" tap	20	20	\$182.75	\$365.50	\$211.00	\$422.00	\$203.00	\$406.00
2	8	8.99-9.39 with 1" tap	20	23	\$202.75	\$405.50	\$230.00	\$460.00	\$222.00	\$444.00
2	12	13.10-13.50 with 1" tap	20	29	\$282.48	\$564.96	\$295.00	\$590.00	\$285.00	\$570.00
0	16	17.15-18.35	20	53	\$612.74	\$0.00	\$545.00	\$0.00	\$526.00	\$0.00
Total					\$8,726.14		\$10,158.00		\$9,787.00	
Brand of clamps bid					Smith Blair		Ford		Ford	
Is there a location within 15 miles to the City of Wyoming limits available for 24/7 Emergency Purchases?					Yes		Yes		Yes	

CITY OF
Wyoming
MICHIGAN

STAINLESS STEEL CLAMP COUPLINGS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Core and Main, LP
[Name of supplying entity]
A Florida
[State and type of entity, e.g., corporation, limited liability company, etc.]
4530 36th St SE
[Supplier's street address]
Kentwood MI 49512
[Supplier's city, state & zip]

Effective Date means: Jan 26, 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: Core and Main, LP

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 1-26, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

CITY OF
Wyoming
MICHIGAN

STAINLESS STEEL CLAMP COUPLINGS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

Ferguson Enterprises LLC DBA Ferguson Waterworks
A _____
[Name of supplying entity]
LLC - Virginia
[State and type of entity, e.g., corporation, limited liability company, etc.]
3900 44th St. SE
[Supplier's street address]
Kentwood, MI 49512
[Supplier's city, state & zip]

Effective Date means: Feb. 20, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Ferguson Enterprises LLC DBA Ferguson
Waterworks

Contractor: _____
By: RANDON WEBBER
[Signature officer, director, or principal of Contractor]
Randon Webber - General Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Jan 24, 2024

CITY OF
Wyoming
MICHIGAN

STAINLESS STEEL CLAMP COUPLINGS PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means:

ETNA SUPPLY COMPANY
(Name of supplying entity)
A WHOLESALE MICHIGAN
(State and type of entity, e.g., corporation, limited liability company, etc.)
4901 CLAY AVE SW
(Supplier's street address)
GRAND RAPIDS MI 49548
(Supplier's city, state & zip)

Effective Date means: 1/30, 2024.

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract.

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Contractor: Etna Supply

By: [Signature]
(Signature of officer, director, or principal of Contractor)
Chad Hart, Customer Service Rep
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: Feb 2nd, 2024

STAFF REPORT

DATE: February 6, 2024

SUBJECT: Bid Award – Topsoil

FROM: Jodie Theis, Public Services Supervisor

Date of Meeting: February 19, 2024

RECOMMENDATION:

It is recommended that the City Council award the bid for topsoil to Bultsma Construction Co., at a unit price of \$12.50 per ton of screened topsoil. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Topsoil is used throughout the City by the Public Works Department to restore surface damage caused by maintenance practices such as utility repairs, sidewalk repairs or tree removals. Topsoil purchased and used by the City is made from composted materials.

DISCUSSION:

On Tuesday, January 30, 2024, the City received seven bids for topsoil. Ninety-two invitations to bid were sent to prospective bidders. Bultsma Construction Company was the low bidder.

The Public Works Department uses approximately 1,200 tons of screened topsoil each year. The unit price of screened topsoil will be \$12.50 per ton, for an estimated yearly total cost of approximately \$15,000. The bid for topsoil is an increase of 59% from last year's bid price of \$7.85 per ton. The material is delivered to the Public Works Department where a stockpile of topsoil is maintained.

BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water maintenance accounts: 202-441-46300-775.000, 203-441-46300-775.000, 590-441-54200-775.000, 591-441-56200-775.000 and 591-441-56700-775.000.

ATTACHMENTS:

Bid Tabulations – 1/30/24

Contract – Bultsma Construction Co.

City of **Wyoming** Michigan

TABULATION OF BIDS
FOR TOPSOIL - BID # 2164

OPENED BY THE CITY CLERK ON JANUARY 30, 2024 AT 11:00 A.M. O'CLOCK

Bidder	Screened Topsoil (per Ton)
Archie Supply Co.	\$ 46.69
Bultsma Construction Company	\$ 12.50
MarJo Construction Services (Shoemaker Topsoil)	\$ 19.14
Oetman Excavating LLC	\$ 15.25
Rison Transport	\$ 20.75
Weick Bros., Inc	\$ 19.30
Yellow Rose Transport	\$ 13.50

TOPSOIL PROJECT CONTRACT
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

"Contractor" means: Dave Bultsma + Associates
[Name of supplying entity]
A corporation - Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
10616 Burlingame Ave
[Supplier's street address]
Byron Center, MI 49315
[Supplier's city, state & zip]

Effective Date means: Feb. 20, 2024

"Items" means the parts, equipment, or other items the City is purchasing from the Supplier as itemized in the Proposal.

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

4. This is the only agreement between the parties regarding the Purchase that is the subject of the RFP and Proposal and there are no other agreements, representations, or warranties except as are stated in the RFP and Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: [Signature]

Contractor: Bultsma construction

By: [Signature]
[Signature officer, director, or principal of Contractor]
Justin Bultsma - vice president
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: JAN 30, 2024