

AGENDA
WYOMING CITY COUNCIL MEETING
DIVISION AVENUE FIRE STATION – 4507 S. DIVISION AVENUE
MONDAY, SEPTEMBER 16, 2024, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Rick South, Abundant Life Church of God
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the Tuesday, September 3, 2024 Regular Meeting and the Monday, September 9, 2024 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) To Reappropriate \$10,936 of Budgetary Authority from the 2023-2024 Fiscal Year to the 2024-2025 Fiscal Year for the Kent County Overtime Distracted Driving, Impaired, Seat Belt, and Speed Enforcement Grant.

14) Consent Agenda

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

- a) To Confirm the Appointments of Aaron Vis as Primary and John Shay as Alternative Members of The Board of Directors of the Grand Valley Regional Biosolids Authority
- b) To Set a Public Hearing Regarding the Necessity of Constructing Public Improvements in Fisher Avenue South of 54th Street and Specifically Assessing a Portion of the Costs of Those Improvements (October 7, 2024 at 7:01 p.m.)
- c) To Set a Public Hearing on the Proposed Vacation of a Portion of Fisher Avenue SW (October 7, 2024 at 7:02 p.m.)

15) Resolutions

- a) For Election to Comply with Sec 4 of Public Act 152 of 2011
- b) To Approve Reallocation of ARPA Funds
- c) To Grant Final Plat Approval for Courtney Lynn Court
- d) To Approve and Authorize the Mayor and City Clerk to the Sign Municipal Services Agreement for Shea Ravines Phases I and II Housing Project
- e) Approving Easement Consent Agreements with Consumers Energy
- f) To Authorize the Mayor and City Clerk to Execute Two Agreements with Consumers Energy
- g) To Authorize the Mayor and City Clerk to Execute a Lease Agreement with the Grand Rapids Rifle and Pistol Club
- h) To Approve the Information Technology Improvement Plan (Budget Amendment No. 11)

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

- a) Approval of Bids
 - a. Flow Meters
- b) To Accept a Proposal for the Road Weather Information System Subscription
- c) To Authorize the Purchase of De-Icing Salt
- d) To Authorize the Purchase of Copper Pipe
- e) To Accept the Auto Theft Prevention Authority (ATPA) Grant and to Authorize the Director of Public Safety to Sign the Memorandum of Agreement to Participate in the Combined Auto Theft Team (CATT)
- f) To Authorize Payment to The Water Research Foundation
- g) Approving 3rd Water Transmission Main Contracts
- h) Approving Marketplace Contracts

17) Ordinances

- 7-24 To Amend City Code Sections 70-77 and 70-78 to Clarify Odd-Even Parking on Streets with No Parking Signs (Final Reading)
- 8-24 To Amend Chapter 2, Article IV, Division 11 of the Code of Ordinances to Provide for a Service Charge In Lieu of Taxes for the Shea Ravines Phases 1 and II Housing Projects (Final Reading)
- 10-24 To Amend Chapter 30, Article VI, Section 30-203 of the Wyoming City Code by Adding Subsection (7) to Describe Additional Parcels for the Water Well Restrictions (First Reading)

11-24 Bond Ordinance for Financing the Third Water Transmission Main (Immediate Effect)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

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

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

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

CITY OF WYOMING BUDGET AMENDMENT


Date: September 16, 2024

Budget Amendment No. 012

To the Wyoming City Council:

A budget amendment is requested to reappropriate \$10,936 of budgetary authority from the 2023-2024 fiscal year to the 2024-2025 fiscal year for the Kent County Overtime Distracted Driving, Impaired, Seat Belt, and Speed Enforcement grant.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Public Safety Fund</u>				
Police - OHSP Strategic Traffic Enforcement - Uniform OT Salaries 205-301-31506-709.000	\$ -	\$ 10,093.00	\$ -	\$ 10,093.00
Police - OHSP Strategic Traffic Enforcement - FICA 205-301-31506-715.000	\$ -	\$ 772.00	\$ -	\$ 772.00
Police - OHSP Strategic Traffic Enforcement - Workers Comp Insurance 205-301-31506-719.000	\$ -	\$ 71.00	\$ -	\$ 71.00
 Fund Balance/Working Capital (Fund 205)		<u>\$ -</u>	<u>\$ 10,936.00</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENTS OF AARON VIS AS PRIMARY AND JOHN SHAY AS ALTERNATE MEMBERS OF THE BOARD OF DIRECTORS OF THE GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY

WHEREAS:

1. John Shay currently serves as one of two City of Wyoming primary representatives on the Grand Vally Regional Biosolids Authority (GVRBA) Board of Directors, and
2. Aaron Vis currently serves as the alternate member representing the City of Wyoming on the GVRBA Board, and
3. The City is desirous of switching their roles.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Aaron Vis as a primary member and John Shay as alternate member of the Board of Directors of the GVRBA.

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:

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING REGARDING THE NECESSITY
OF CONSTRUCTING PUBLIC IMPROVEMENTS IN FISHER AVENUE
SOUTH OF 54TH STREET AND SPECIALLY ASSESSING A PORTION
OF THE COSTS OF THOSE IMPROVEMENTS

WHEREAS:

1. The city engineering department has designed plans to construct a paved road with storm, sanitary, and water utilities at Fisher Avenue south of 54th Street in order to prevent future gravel road maintenance, which historically has been frequent, and provide drainage infrastructure for an area that frequently floods.
2. The city manager caused a copy of those Project plans, specifications and cost estimate (\$699,516) to be filed with the city clerk, together with recommendations about the portion of the Project costs to be specially assessed, the parcels proposed to be included in the special assessment district which are listed on the attached Exhibit A (proposed "Special Assessment District 24-820"), a proposed number of installments for payments of the special assessment, and the proposed interest rate to be paid on the unpaid balance of the special assessments.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council tentatively determines to construct and install the Project, to specially assess \$129,786.20 of the Project Costs against the parcels in proposed Special Assessment District 24-820 to permit payment of the special assessment in up to 15 installments of principal plus accrued interest at the rate of 4.0% per annum.
2. The plans, specifications, and cost estimate for the Project shall remain filed in the office of the city clerk and shall be available for public inspection. A copy shall also be posted on the city's website at: <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.
3. The city council will hold a public hearing regarding the necessity of the Project, the portion of the Project costs to be specially assessed, and the parcels to be included in Special Assessment District 24-820, at 7:01 p.m. on Monday, October 7, 2024, at Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan.
4. The city clerk shall provide notice of the public hearing in the form attached as Exhibit B as follows:
 - a. Published once in the *Grand Rapids Press* not less than 5 days before the hearing date; and
 - b. By first class mail to each owner of or other party in interest in each parcel in proposed Special Assessment District 24-820 as shown on the city most recent property tax roll at least 10 days before the hearing date.
5. All resolution and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 9, 2024

Subject: Fisher Avenue Special Assessment – SA Resolution #1 – Scheduling Necessity Hearing

From: Grant Simons, Civil Engineer

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

Date of Meeting: September 16, 2024

RECOMMENDATION:

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

COMMUNITY, SAFETY, STEWARDSHIP:

Pillar 3 – Stewardship

- Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

Proposed improvements within and along Fisher Avenue south of 54th Street include construction of a paved road and new sanitary sewer, storm sewer, and watermain. Pursuant to a long-standing City Council policy and incorporated formula, \$129,786.20 of the total project cost of \$699,516 would be specially assessed against 5 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments with interest at 4.0% per annum.

This resolution is the first of four resolutions that would be adopted if the City Council chooses to proceed with the project and the proposed special assessments. This resolution would set the first of two public hearings for the Monday, October 7, 2024, City Council meeting.

BUDGET IMPACT:

Project is financed with local funds out of the following accounts:

- Local Streets Fund, Capital Outlay Local Street Construction Account No. 203-441-46300-972.503
- Capital Improvement Fund, Capital Outlay Watermains Account No. 401-441-57300-972.573.
- Sewer Fund, Capital Outlay Sanitary Sewer Account No. 590-441-54400-972.544

EXHIBIT A
PROPOSED SPECIAL ASSESSMENT DISTRICT 24-820

Address 5453 FISHER AVE SW

Parcel Number 41-17-36-178-015

Address 430 54TH ST SW

Parcel # 41-17-36-177-015

Address 5445 FISHER AVE SW

Parcel Number 41-17-36-178-014

Address 5522 CLAY AVE SW

Parcel Number 41-17-36-178-016

Address N/A (Railroad Property)

Parcel Number 41-17-36-503-001

EXHIBIT B
FORM OF NOTICE



NOTICE OF PUBLIC HEARING
ON PROPOSED SPECIAL ASSESSMENTS

The City Council of the City of Wyoming will hold a public hearing on Monday, October 7, 2024 at 7:01 p.m. local time, at the Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan (enter from the south, the 28th Street, entrance) before considering (i) whether to proceed with the construction and installation of the following described public improvements project (the "Project"), (ii) whether to special assess \$129,786.20 of the costs of the Project, (iii) what property to include in the special assessment district, (iv) whether to allow payment of the special assessment in up to 15 installments, and (v) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 4.0% per annum. The proposed Project is described as: construction of a paved road and new sanitary sewer, storm sewer, and watermain.

The property proposed to be included in proposed Special Assessment District 24-820 is:

Address	5453 FISHER AVE SW
Parcel Number	41-17-36-178-015
Address	430 54TH ST SW
Parcel #	41-17-36-177-015
Address	5445 FISHER AVE SW
Parcel Number	41-17-36-178-014
Address	5522 CLAY AVE SW
Parcel Number	41-17-36-178-016
Address	N/A (Railroad Property)
Parcel Number	41-17-36-503-001

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

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

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING ON THE PROPOSED VACATION OF A
PORTION OF FISHER AVENUE SW

WHEREAS:

1. At its August 5, 2024, meeting, the City Council approved a Property Rights Exchange Agreement with Zuiderveen Enterprises, LLC pursuant to which the city is obligated to consider the vacation of a portion Fisher Avenue SW in exchange for a storm water easement and property needed to cul-de-sac Fisher Avenue.
2. At its September 3, 2024, meeting, the City Council awarded a contract to pave Fisher Avenue SW and construct related storm water, water main, and sanitary sewer improvements.
3. On September 17, 2024, the Planning Commission will consider and make a recommendation regarding the proposed vacation of the portion of Fisher Avenue depicted and described in the attached Exhibit A ("Fisher Avenue Vacation Segment").
4. Section 70-53 of the Code of Ordinances, City of Wyoming, Michigan requires the City Council to hold a public hearing before considering any street vacation following at least 15 days published and mailed notice of that public hearing.
5. At its meeting on October 7, 2024, at 7:02 p.m., the City Council will consider a resolution to vacate the Fisher Avenue Vacation Segment.

NOW, THEREFORE, BE IT RESOLVED:

1. At its meeting on October 7, 2024, at 7:02 p.m., the City Council will hold a public hearing on the proposed vacation of the Fisher Avenue Vacation Segment.
2. Notice of the public hearing in the form attached as Exhibit A shall be published once in a newspaper published and circulated at least weekly within the city. A copy of that notice shall be sent by the city clerk by certified mail to adjacent property owners and to all public utilities.
3. All resolutions and parts of resolutions are, to the extent conflicting 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 of the City of Wyoming, Michigan at a regular meeting held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:

Staff Report
Exhibit A

Resolution No. _____

STAFF REPORT

Date: September 9, 2024
Subject: Fisher Avenue Right-of-Way Vacation
From: Grant Simons, Civil Engineer
CC: Myron Erickson, Director of Public Works
Meeting Date: September 16, 2024

RECOMMENDATION:

Adopt Resolution to Set a Public Hearing on the Proposed Vacation of a Portion of Fisher Ave SW.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

Fisher Avenue SW is unpaved and floods or otherwise is a muddy mess during and following many wet weather events. Consequently, the City engineering office has been planning to construct a paved road with utilities at Fisher Avenue south of 54th Street. The paved road will have a turnaround at the south end and a storm sewer outlet to Buck Creek. That construction project will also include installation of sanitary sewer and water lines. Plans for this project and an agreement with the owner of the affected property were delayed due to the need for an environmental site assessment because property in the area is contaminated.

Property rights from 5522 Clay Avenue, owned by Zuiderveen Enterprises L.L.C, are required to construct a standard 35-foot radius turnaround and to construct storm sewer across the property. Since 5522 Clay Avenue is the southernmost property along Fisher Avenue, a portion of the existing road right-of-way may be vacated to Zuiderveen Enterprises without impacting access to other properties along Fisher Avenue. A property rights exchange agreement that the City Council approved on August 5, 2024, calls for the vacation of a portion of the right-of-way and for Zuiderveen to convey to the city property for the turnaround and a storm water easement to the creek.

The Planning Commission is meeting on September 17, 2024, to make a recommendation regarding the proposed vacation. While we normally wait for the Planning Commission's recommendation before scheduling the City Council's public hearing, under the property rights exchange agreement the City Council is obligated to consider the proposed vacation regardless of the Planning Commission's recommendation and the Council must hold a public hearing before it can approve it. Notice of that public hearing must be published and mailed at least 15 days before the hearing.

Because the right-of-way vacation is needed to obtain the property for the turnaround and the storm water easement and those rights must be obtained prior to construction of the improvements, prompt consideration is needed. The Council approved the construction contract at its September 3, 2024, meeting.

BUDGET IMPACT:

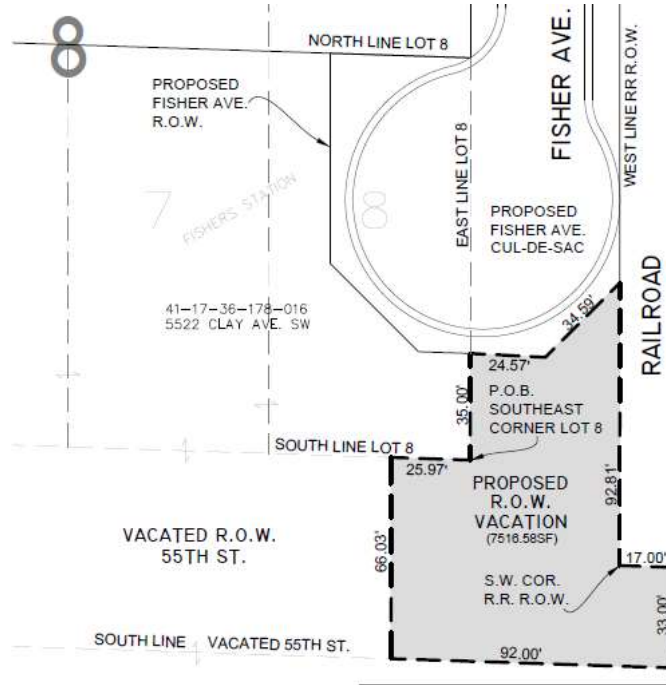
The estimated construction cost of the Fisher Avenue Improvements project is \$699,516, of which \$129,786.20 will be specially assessed against five parcels adjacent to Fisher Avenue. Funds are available in the following accounts:

- Local Streets Fund, Capital Outlay Local Street Construction Account No. 203-441-46300-972.503
- Capital Improvement Fund, Capital Outlay Watermains Account No. 400-441-57300-972.573.
- Sewer Fund, Capital Outlay Sanitary Sewer Account No. 590-441-54400-972.544

EXHIBIT A

**CITY OF WYOMING
NOTICE OF PUBLIC HEARING**

The City Council of the City of Wyoming, Michigan will hold a public hearing on October 7, 2024, at 7:00 p.m. in the City Council Chambers at City Hall, 1155-28th St SW, Wyoming, Michigan regarding the proposed vacation of a portion of Fisher Avenue SW that is depicted and described below.



THAT PART OF LOT 8, BLOCK 8, FISHER'S STATION AND VACATED R.O.W. 55TH ST., SECTION 36, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 8, THENCE NORTHERLY ALONG EAST LINE LOT 8, 35.00 FEET, THENCE EASTERLY 24.57 FEET PARALLEL WITH THE SOUTH LINE OF LOT 8, THENCE NORTHEASTERLY 34.59 FEET TO A POINT ON THE WEST LINE OF THE RAILROAD RIGHT OF WAY LYING 92.81 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID R.R. R.O.W., THENCE SOUTHERLY 92.81 FEET ALONG SAID R.R. R.O.W. TO THE SOUTHWEST CORNER OF SAID R.R. R.O.W., THENCE EASTERLY 17.00 FEET ALONG SAID R.R. R.O.W., THENCE SOUTHERLY 33.00 FEET ALONG SAID R.R. R.O.W. TO THE SOUTH LINE OF VACATED 55TH ST. R.O.W., THENCE WESTERLY 92.00 FEET ALONG SAID VACATED R.O.W., THENCE NORTHERLY 66.03 FEET TO THE SOUTH LINE OF SAID LOT 8 ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 8, THENCE EASTERLY 25.97 FEET ALONG THE SOUTH LINE OF LOT 8 TO THE PLACE OF BEGINNING.

Persons who wish to make written comments may submit them in writing before the public hearing or submit them in-person during the public hearing. Written comments may be sent to the Wyoming Planning Commission at plan_info@wyomingmi.gov or by USPS mail or other delivery addressed to the City Clerk, 1155 28th St SW, Wyoming, MI 49509-0905. Comments received by 5:00pm the day of the meeting will be submitted to City Councilmembers and made part of the record.

Those seeking special accommodations due to hearing or other disability or for language assistance, should contact plan_info@wyomingmi.gov or (616) 530-7259, at least 48 hours before the meeting.

Kelli A. Vandenberg
Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION FOR ELECTION TO COMPLY WITH
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount "hard caps" under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council elects to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

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 September 16, 2024.

Kelli A. Vandenberg, City Clerk

ATTACHMENTS:

Staff Report

Public Act 152 of 2011

Public Act 51 of 1951, section 18j

Resolution No. _____

Staff Report

Date: August 27, 2024

Subject: Resolution to Comply with Public Act 152 of 2011

From: Emily Vande Griend, Director of Human Resources

Meeting Date: September 16, 2024

Purpose

It is recommended City Council adopt the resolution to comply with Section 4 of Public Act 152 of 2011 (PA152).

The Council resolution complying with PA152 is also used in the compliance process for Public Act 51 of 1951, which provides funding for roads through the Michigan Transportation Fund.

Alignment with the Strategic Plan

- PILLAR – Stewardship

Discussion

PA152, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans. Since the inception of the Act, the City has complied with the Act by Council resolution confirming the City pays for no more than 80% of the annual cost of the medical benefit plan (illustrative plan premium for the City's self-funded plan). Employees pay the remaining 20% of the cost of the premium for health insurance, which is also negotiated into each of the City's five union contracts.

Act 51, which provides road funding, requires the City to submit documentation of compliance with PA152 on their "Annual Certification of Employee-related Conditions" form. This resolution is provided as documentation of compliance with PA152 for Public Act 51. Failure to adopt this resolution could jeopardize the City's road funding.

Budget Impact

There is no impact.

Attachments: Resolution

Public Act 152 of 2011

Public Act 51 of 1951, section 18j

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011 and before 2019, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. By April 1 of each year after 2018, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) is \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage. The state treasurer shall adjust the multiplier each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013;—Am. 2018, Act 477, Imd. Eff. Dec. 27, 2018.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles,

other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of

any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

STATE TRUNK LINE HIGHWAY SYSTEM (EXCERPT)
Act 51 of 1951

247.668j Annual certification that certain employee-related conditions met; failure to make certification; withholding distributions to local road agency; website.

Sec. 18j. (1) Beginning September 30, 2015, each local road agency shall annually certify to the department that it satisfies 1 of the following conditions with respect to employees:

(a) The local road agency has developed and publicized an employee compensation plan that the local road agency intends to implement with any new, modified, or extended contract or employment agreements for employees not covered under contract or employment agreement. The employee compensation plan that each local road agency plans to achieve shall be posted on a publicly accessible internet site and shall be submitted to the department. At a minimum, the employee compensation plan shall include all of the following:

(i) New employee hires who are eligible for retirement plans are placed on retirement plans that cap annual employer contributions at 10% of base salary for employees who are eligible for social security benefits. For employees who are not eligible for social security benefits, the annual employer contribution is capped at 16.2% of base salary.

(ii) For defined benefit pension plans, a maximum multiplier of 1.5% for all employees who are eligible for social security benefits, except, if postemployment health care is not provided, the maximum multiplier shall be 2.25%. For all employees who are not eligible for social security benefits, a maximum multiplier of 2.25%, except, if postemployment health care is not provided, the maximum multiplier shall be 3.0%. This subparagraph does not apply to years of service accrued prior to September 30, 2013, or to contracts entered into prior to September 30, 2013.

(iii) For defined benefit pension plans, final average compensation for all employees is calculated using a minimum of 3 years of compensation and shall not include more than a total of 240 hours of paid leave. Overtime hours shall not be used in computing the final average compensation for an employee. This subparagraph does not apply to years of service accrued prior to September 30, 2013, or to contracts entered into prior to September 30, 2013.

(iv) Health care premium costs for new employee hires shall include a minimum employee share of 20%; or, an employer's share of the local health care plan costs shall be cost competitive with the new state preferred provider organization health plan, on a per-employee basis.

(b) The local road agency complies with 1 of the following:

(i) A local road agency that offers medical benefits to its employees or elected public officials shall certify to the department by September 30, 2015 that it is in compliance with the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569. For purposes of this subparagraph, dental and vision coverages are not considered medical benefits. The department shall develop a certification process and method for local road agencies to follow. A local road agency shall indicate in a certification under this subparagraph whether it has exempted itself from the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569, as provided in section 8 of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.568.

(ii) A local road agency that does not offer medical benefits to its employees or elected public officials shall certify to the department by September 30, 2015 that it does not offer medical benefits to its employees or elected public officials. For purposes of this subparagraph, dental and vision coverages are not considered medical benefits. The department shall develop a certification process and method for local road agencies to follow.

(2) If a local road agency does not make the certification required under subsection (1), the department may withhold all or part of the distributions to the local road agency from the Michigan transportation fund under this act. A withholding under this subsection shall continue for the period of noncompliance with subsection (1) by the local road agency.

(3) A county road commission shall maintain a searchable website accessible by the public at no cost that includes, but is not limited to, all of the following:

(a) Current fiscal year budget.

(b) The number of active employees of the county road commission by job classification and wage rate.

(c) A financial performance dashboard that contains information on revenues, expenditures, and unfunded liabilities. The county road commission may link to financial information provided by the Michigan transportation asset management council.

(d) The names and contact information for the governing body of the county road commission.

(e) A copy of the certification required by subsection (1).

(4) The department shall maintain a searchable website accessible by the public at no cost. A website

maintained by the department under this subsection shall include, but is not limited to, the following:

(a) Current fiscal year budget.

(b) The number of active employees of the department by job classification and wage rate.

(c) A financial performance dashboard that contains information on revenues, expenditures, and unfunded liabilities. The department may link to financial information provided by the Michigan transportation asset management council.

(d) The names and contact information for the governing body of the department.

(5) A county road commission may develop and operate its own website to provide the information required under subsection (3), or the county road commission may reference this state's central transparency website as the source for the information required under subsection (3). If a county road commission does not have a website, the county road commission may post the information required under subsection (3) on the website for the county within which the county road commission is located or on the website of a statewide road association of which the county road commission is a member.

History: Add. 2012, Act 506, Imd. Eff. Dec. 28, 2012;—Am. 2014, Act 301, Imd. Eff. Oct. 9, 2014.

Compiler's note: Former MCL 247.668j, which pertained to pledge for annual debt service requirements and to successive borrowings, was repealed by Act 234 of 1987, Imd. Eff. Dec. 28, 1987.

Popular name: McNitt Act

Popular name: Michigan Transportation Fund Act

RESOLUTION NO. _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS

WHEREAS:

1. By Resolution No. 27168, adopted November 1, 2021, the City Council approved the use of federal American Rescue Plan Act (**ARPA**) funds to pay for additional and replacement security access door card readers and associated door hardware for city hall.
2. For a variety of reasons, among which are heightened security concerns, more recent experiences with persons trying to enter areas of city hall that are not open to the public, needs to comply with changes in laws and regulations regarding the security, privacy, and confidentiality of documents and information in city hall, and recent and planned city hall improvements (driven, in part by some of the same issues, staffing changes, etc.), additional security, privacy, and confidentiality, devices, hardware, and other improvements have been made and are planned throughout city hall.
3. By Resolution No. 27831, adopted September 5, 2023, the City Council approved the use of previously unobligated federal ARPA funds for contingencies related to fire station improvement projects and it appears not all of those ARPA funds will be needed for those projects.
4. ARPA funds must be obligated by year-end.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Federal ARPA funds that were authorized for use in the fire station improvement projects by Resolution No. 27931 but that are not spent for those projects may be expended to pay additional costs for the city hall project to address security, privacy, confidentiality, staffing/organizational changes, and other needs. City staff is authorized and directed to reallocate those funds in accordance with this paragraph.
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 September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 29, 2024
Subject: Reallocation of ARPA Funds
From: Aaron Vis, Deputy Director of Public Works
CC: Myron Erickson, Director of Public Works
Jodi Yenchar, Finance Director
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that the City Council approve the reallocation of unspent ARPA funds from the Division Avenue and Burton Street Fire Station improvement project to City Hall security improvements.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION:

On June 7, 2021, with Resolution 27020, the City accepted American Rescue Plan Act (ARPA) funds. On November 1, 2021, with Resolution 27168, a portion of these funds were allocated to first floor City Hall security improvements which have since been completed.

On September 5, 2023, with Resolution 27831, the City authorized \$2,281,641.66 of ARPA funds for the Division Avenue and Burton Street Fire Station expansion and improvements. Although final invoicing for these stations is not yet complete since the Burton Street Fire Station is not yet finished, it appears that there will be approximately \$100,000 remaining that will need to be re-obligated.

ARPA regulations require that ARPA monies be obligated by December 31, 2024 and spent by December 31, 2026. Staff are in the process of designing and obtaining quotations to perform additional security enhancements on the second floor of City Hall as part of the interior remodeling project. To remain compliant with ARPA fund use and timeline regulations, staff are requesting that any unspent monies from the Division Avenue and Burton Street Fire Station improvements be re-obligated to these additional security improvements.

BUDGET IMPACT:

Use of ARPA funds for this work offsets the expense which would have been incurred in the Capital Projects Revolving Fund.

RESOLUTION NO. _____

RESOLUTION GRANTING FINAL PLAT APPROVAL FOR COURTNEY LYNN
COURT

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed plat will provide 8 residential lots to complement this endeavor.
2. The proposed subdivision will integrate into the existing subdivision.
3. The proposed subdivision complies with the City's Master Plan, Zoning Ordinance and Subdivision Ordinance.
4. City Council granted preliminary plat final approval of the proposed subdivision at their March 20, 2023 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council does hereby grant Final Plat Approval for Courtney Lynn Court subject to the following condition:
 1. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.

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 September 16, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING

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

September 11, 2024

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request for a Final Plat Approval for the proposed Courtney Lynn Court subdivision.

Recommendation: To approve the final plat request.

Dear Ms. Vandenberg,

Josh Sanders has requested final plat approval for Courtney Lynn Court. The platting of subdivisions is a multi-step process.

The petitioner proposes 8 lots developed to R-1 residential standards (10,000 square foot minimum lot size). The plat was granted Preliminary Plat – Tentative Approval at Planning Commission on September 20 and City Council on October 3, 2022.

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat. Preliminary Plat – Final Approval was granted by City Council on March 20, 2023.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development. Per Section 74-242, City Council shall consider the final plat and review for conformance with the ordinance. The applicant has complied with the requirements of Section 74-241.

Respectfully submitted,



Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

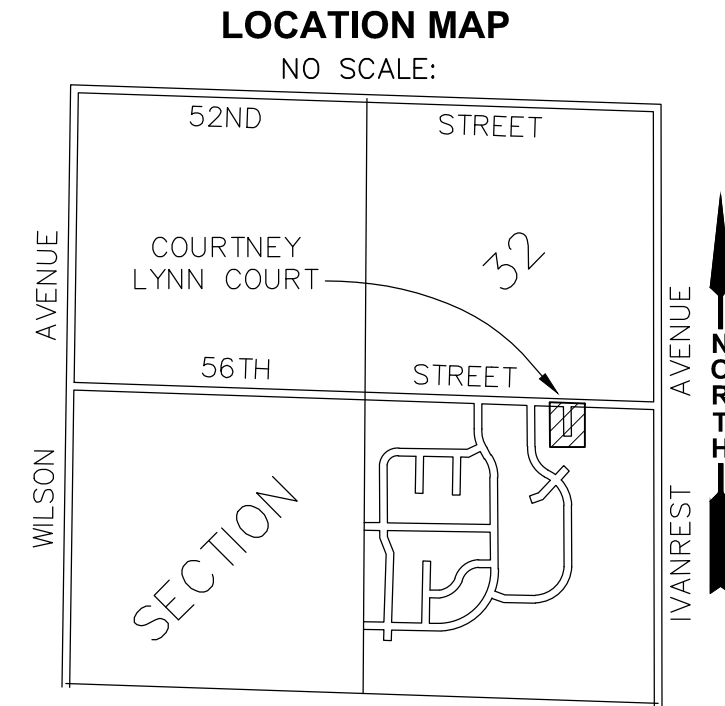
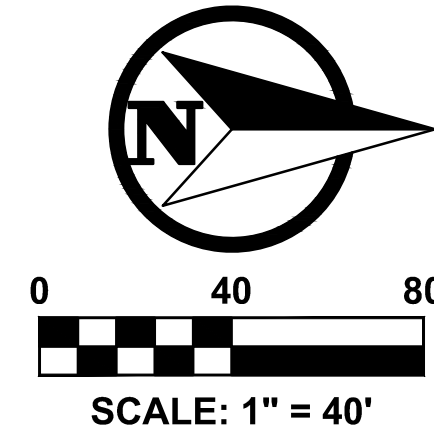
Cc: John Shay, City Manager

COURTNEY LYNN COURT

PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET 1 OF 2

CENTER 1/4 CORNER, SECTION 32,
TOWN 6 NORTH, RANGE 12 WEST,
CITY OF WYOMING, KENT CO., MI.
LCRC #015895



SURVEYOR'S CERTIFICATE

I, STEVEN J. GREEN, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: COURTNEY LYNN COURT, PART OF SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING ON THE EAST-WEST ONE-QUARTER LINE OF SAID SECTION 32 AT A POINT BEING NORTH 88°43'51" WEST 654.12 FEET FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION; THENCE NORTH 88°43'51" WEST 314.03 FEET ALONG SAID EAST-WEST ONE-QUARTER LINE; THENCE SOUTH 01°04'22" EAST 400.01 FEET ALONG THE EAST LINE OF HICKORY RIDGE ESTATES NO. 1 (AS RECORDED IN LIBER 108 OF PLATS PAGES 10 AND 11 KENT COUNTY RECORDS); THENCE SOUTH 88°42'53" EAST 314.27 FEET ALONG THE NORTH LINE OF LOTS 20 AND 21 OF SAID HICKORY RIDGE ESTATES NO. 1; THENCE NORTH 01°06'20" WEST 400.11 FEET ALONG THE EAST LINE OF WEST ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION TO THE PLACE BEGINNING. THIS PLAT PHASE CONTAINS 8 LOTS AND 2.88 ACRES. THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT. THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT. THAT THE ACCURACY OF SURVEY IS WITHIN THE THE LIMITS REQUIRED BY THE ACT. THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.

LEGEND

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON PLANTERS RIDGE, AS RECORDED IN INSTRUMENT NO. 201702030010057 IN THE KENT COUNTY REGISTER OF DEEDS.
ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.
ALL DIMENSIONS ARE IN FEET.
MONUMENTS MADE OF STEEL RODS 1/2" IN DIAMETER AND 36" LONG COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL POINTS MARKED "O".
ALL MONUMENTS FOUND ARE MADE OF STEEL RODS 1/2" IN DIAMETER AND COMPLETELY ENCASED IN CONCRETE 4" IN DIAMETER AND ARE MARKED "●".
LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2" IN DIAMETER 18" LONG WITH IDENTIFICATION CAPS MARKED "M&B 43055".
(R) = RADIAL LINES. LINES NOT MARKED ARE NON-RADIAL.
INST. = INSTRUMENT
MBT = MICHIGAN BELL TELEPHONE COMPANY
PWR. = POWER
CO. = COMPANY

MOORE AND BRUGGINK, INCORPORATED
2020 MONROE AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49505

STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR No. 4001043055

DATE: _____

JUSTIN F. LONGSTRETH
PROFESSIONAL ENGINEER No. 6201055281

DATE: _____

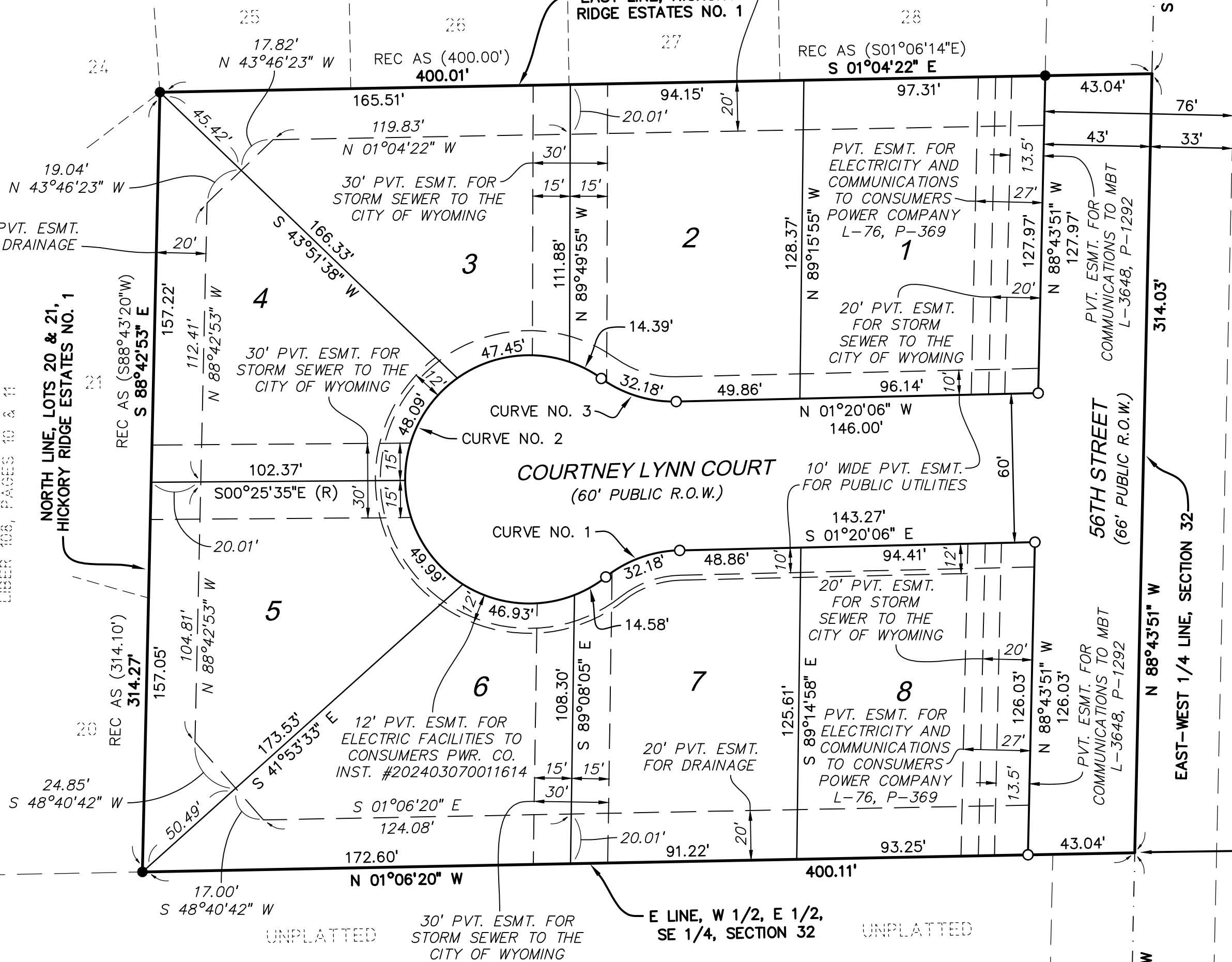
HICKORY RIDGE ESTATES NO. 1
LIBER 108, PAGES 10 & 11

20' PVT. ESMT.
FOR DRAINAGE

EAST LINE, HICKORY
RIDGE ESTATES NO. 1

REC AS (S01°06'14"E)
S 01°04'22" E

S 88°43'51" E
1648.34'



CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 1	36°52'12"	50.00'	32.18'	S19°46'12"E	31.62'
CURVE NO. 2	253°44'23"	50.00'	221.43'	S88°39'54"W	80.00'
CURVE NO. 3	36°52'12"	50.00'	32.18'	N17°06'00"E	31.62'

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE KENT COUNTY DRAIN COMMISSIONER, WHICH ARE RECORDED IN INSTRUMENT NO. _____ OF RECORDS OF THIS COUNTY.

EAST 1/4 CORNER, SECTION 32,
TOWN 6 NORTH, RANGE 12 WEST,
CITY OF WYOMING, KENT CO., MI.
LCRC INST. #201912100096909

COURTNEY LYNN COURT

PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 32, TOWN 6 NORTH, RANGE 12 WEST,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

SHEET 2 OF 2

PROPRIETOR'S CERTIFICATE

DBR CONCEPTS, LLC, 1732 WHITMORE AVE NW, WALKER, MICHIGAN 49534, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY, MICHELLE STUYVESANT, MEMBER, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

DBR CONCEPTS, LLC
1732 WHITMORE AVE NW
WALKER, MI 49534
A MICHIGAN LIMITED LIABILITY COMPANY
RECORDED IN THE STATE OF MICHIGAN
UNDER FILE NO. 801415341, DATED MAY 15, 2007

MICHELLE STUYVESANT, MEMBER

ACKNOWLEDGEMENT

STATE OF MICHIGAN
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024, BY MICHELLE STUYVESANT, MEMBER OF DBR CONCEPTS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC, KENT COUNTY, MICHIGAN

MY COMMISSION EXPIRES _____

RECORDING CERTIFICATE

STATE OF MICHIGAN)
KENT COUNTY)

THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ DAY OF _____, 2024,

AT _____ M, AND RECORDED IN INSTRUMENT NUMBER _____

LISA POSTHUMUS LYONS
KENT COUNTY CLERK – REGISTER OF DEEDS

MOORE AND BRUGGINK, INCORPORATED
2020 MONROE AVE. N.W.
GRAND RAPIDS, MICHIGAN, 49505

STEVEN J. GREEN
PROFESSIONAL LAND SURVEYOR No. 4001043055

DATE: _____

MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY CITY OF WYOMING BOARD OF THE CITY OF WYOMING AT A MEETING HELD _____, 2024, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. THE CITY DOES HAVE THE PROPER ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES WITH REFERENCE TO SECTION 186 OF PA 288 AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC WATER AND SEWER HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION.

KELLI VANDENBERG
WYOMING CITY CLERK

DATE

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON _____, 2024, AS COMPLYING WITH 1967 PA 288, MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT

KENNETH YONKER
KENT COUNTY DRAIN COMMISSIONER

DATE

TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING _____, 2024, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

PETER F. MACGREGOR
KENT COUNTY TREASURER

DATE

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON _____, 2024, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

STAN STEK
KENT COUNTY BOARD CHAIR

DATE

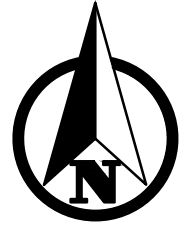
LISA POSTHUMUS LYONS
KENT COUNTY CLERK – REGISTER OF DEEDS

DATE

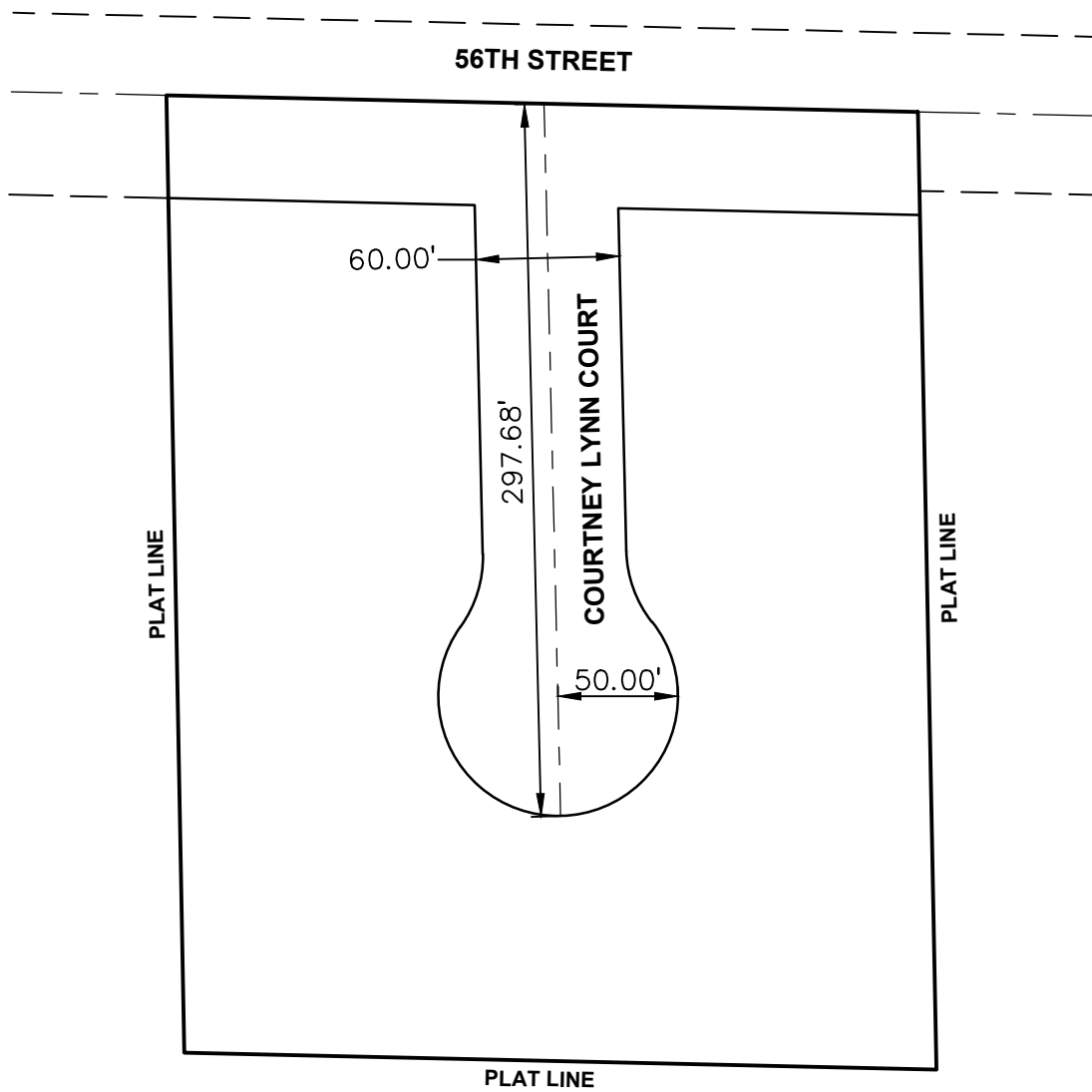
PETER F. MACGREGOR
KENT COUNTY TREASURER

DATE

COURTNEY LYNN COURT



SCALE: 1" = 80'



COURTNEY LYNN COURT: 297.68'

Transaction Identification Data for reference only:

Issuing Agent: Star Title Agency, LLC
Issuing Office:
Issuing Office's ALTA® Registry ID: 1147028
Loan ID Number:
Commitment Number: 22-124340
Issuing Office File Number:
Property Address: 3322 56th St SW, Grandville, MI 49418
[Revision Number:]

SCHEDULE A

1. Commitment Date: January 27, 2022 at 8:00 am
2. Policy to be issued: Amount:
 - a. ALTA Homeowner's Policy (2-3-10) \$330,000.00

Proposed Insured: Josh Sanders
3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE.
4. The Title is, at the Commitment Date, vested in:

Estate of Gregory Burgess
5. The Land is described as follows:

See Exhibit A (Attached Hereto)

Star Title Agency, LLC



By: _____
Authorized Signatory

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. All documents to be recorded a listed as requirements listed below.
5. Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, Star Title Agency LLC declines to close or insure the transaction, and this Commitment [or Preliminary Title Report, as the case may be] shall automatically be considered null and void and of no force and effect.
6. Commence and complete proper probate proceedings for the Estate of Gregory Burgess.
7. Record current Letters of Authority for the Personal Representative(s) of Estate of Gregory Burgess. This Commitment is subject to further requirements or revisions as may be deemed necessary after a review of the Letters of Authority.
8. Record a Deed from Andrew A. Burgess, the Personal Representative of the Estate of Estate of Gregory Burgess, deceased, to Josh Sanders.
9. Release of the mortgage in the original amount of \$200,500.00, executed by Gregory Burgess, a single man to MERS acting solely as nominee for Loandepot.com, LLC, dated May 2, 2019, recorded May 14, 2019, in Instrument No. 201905140033030.
10. Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

Pay unpaid taxes and assessments unless shown as paid

2021 Summer Taxes in the amount of \$4,046.56 are DUE.
2021 Winter Taxes in the amount of \$349.95 are DUE.

Tax Parcel Identification: 41-17-32-428-001
Property Address: 3322 56th St SW, Grandville, MI 49418

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2021 State Equalized Value: \$123,800.00

2021 Taxable Value: \$107,768.00

Principal Residence Exemption: 100%

Special Assessments: NONE

School District: 41130 - Grandville

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued with include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Taxes and assessments which become due and payable after the Date of Commitment, including taxes or assessments which may be added to the tax rolls or tax bill after the date of Commitment as a result of the taxing authority disallowing or revising an allowance of a PRE.
8. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
9. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
10. Note: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana

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and/or products containing marijuana, Star Title Agency LLC declines to close or insure the transaction, and this Commitment [or Preliminary Title Report, as the case may be] shall automatically be considered null and void and of no force and effect.

11. The acreage indicated in the legal description, and/or the address shown on Schedule "A", is solely for the purposes of identifying said tract and should not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.
12. Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
13. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
14. Terms, covenants, conditions and provisions of Oil and Gas Affidavit as recorded in Liber 4120, Page 1180.
15. Terms, covenants, conditions and provisions of Oil and Gas Lease as recorded in Liber 2402, Page 764.
16. Terms, covenants, conditions and provisions of Assignment as recorded in Liber 2746, Page 132.
17. Easement in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 3648, Page 1292.
18. Rights of tenants, if any, under any unrecorded leases.

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EXHIBIT A

Land Situated in the City of Wyoming, County of Kent, State of Michigan, is described as follows:

Part of Southeast 1/4 commencing at East 1/4 comer: thence North 88 degrees 43 minutes 51 seconds West along East and West 1/4 line 968.20 feet to beginning of this description; thence South 01 degree 06 minutes 14 seconds East 400.0 feet along Easterly line of Hickory Ridge Estates No. 1: thence South 88 degrees 43 minutes 51 seconds East 314.10 feet along North lines of Lots 21 and 20 of said plat to East line of West 1/2, East 1/2, Southeast 1/4; thence North 01 degree 06 minutes 14 seconds West along said East line 400.0 feet more or less to East and West 1/4 line; thence North 88 degrees 43 minutes 51 seconds West along East and West 1/4 line to beginning, Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

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**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
First American Title Insurance Company**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not

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- modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to Star Title Agency LLC. We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how Star Title Agency LLC collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

What Information Do We Collect

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender.

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

What Information Do We Disclose

To meet your needs with quality products and services, we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

AFFILIATES

Our affiliates are the family of companies controlled by Star Title Agency LLC or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by Star Title Agency LLC or not under common control with another company.

Service Providers, Contractors

Any service providers or contractors used by Star Title Agency LLC are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by Star Title Agency LLC.

Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

STAR TITLE AGENCY LLC DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT AS PERMITTED OR REQUIRED BY LAW.

The Confidentiality and Security of Your Nonpublic Personal Information

Star Title Agency LLC restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by contacting our office. Please provide your name, address including city and state of the property and our file number.



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see “What Information Do We Collect About You” in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see “How Do We Collect Your Information”, “How Do We Use Your Information”, and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see “How Do We Use Your Information” and “How Do We Share Your Information” in <https://www.firstam.com/privacy-policy>.

GRANT OF EASEMENT

IN CONSIDERATION OF LESS THAN ONE HUNDRED DOLLARS (\$100.00), DBR Concepts LLC, the Grantor, whose address is 1732 Whitmore Ave NW Walker, MI 49534, conveys and releases to the City of Wyoming, whose address is 1155 28th St SW, Wyoming, MI 49509, an irrevocable easement and right-of-way for drainage / storm sewer in which to construct, operate, inspect, maintain, repair, replace, and/or remove city-owned drainage facilities, with a street address of 3322 56th St SW Wyoming, MI 49418, and legally described as follows:

Part of Southeast one-quarter of Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: BEGINNING on the East-West one-quarter line of said section 32 at a point being North 88°43'51" West 654.12 feet from the East one-quarter corner of said section; thence North 88°43'51" West 314.03 feet along said East-West one-quarter line; thence South 01°04'22" East 400.01 feet along the East line of Hickory Ridge Estates No. 1 (as recorded in Liber 108 of Plats pages 10 and 11 Kent County Records); thence South 88°42'53" East 314.27 feet along the North line of Lots 20 and 21 of said Hickory Ridge Estates No. 1; thence North 01°06'20" West 400.11 feet along the East line of West one-half of the East one-half of the Southeast one-quarter of said section to the place beginning.

The easement and right-of-way is located as follows (refer to attached map):

The North 20.00 feet of Lot 1, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The South 15.00 feet of Lot 2, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The North 15.00 feet of Lot 3, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The East 15.00 feet of Lot 4, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The West 15.00 feet of Lot 5, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The North 15.00 feet of Lot 6, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The South 15.00 feet of Lot 7, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The North 20.00 feet of Lot 8, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

All being in the Southeast one-quarter of Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

The conditions of this easement are such that:

The City's rights and obligations are limited to the inspection, maintenance, repair, and replacement of the drainage facilities.

No buildings, fences, obstructive landscaping or construction of any kind or nature shall be placed upon the easement and right-of-way.

The City, at its expense, shall have the right to remove or demolish any existing buildings, structures or fences on the parcel described above required by the reasonable exercise of the foregoing powers. By this conveyance the Grantor releases the City from any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers, except that if the City shall disturb the parcel described above in the exercise of its foregoing powers, then the City shall restore the parcel with topsoil and seed. Fences, landscaping, structures or other obstructions installed, after the grant of the easement, within the easement by the property owner shall be replaced by the property owner at the expense of the property owner.

Should the City in the reasonable discharge of its obligations be required to enter upon the Parent Parcel it shall have the right to do so. If the City shall in the exercise of its foregoing powers disturb the Parent Parcel described above, then the City shall restore it to its original condition.

By this conveyance the Grantor releases the City from any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers.

This Grant of Easement is intended to run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns and may not be amended or modified without prior written approval of the City. Any amendment or modification to this Grant of Easement shall be by an instrument in recordable form executed by both the Grantor and the City and recorded at the office of the Kent County Register of Deeds.

Dated this ____ day of _____, 20__ .

GRANTOR:

Signature

Print Name

NOTARY:

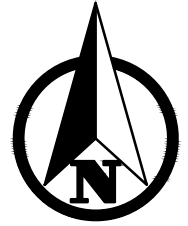
STATE OF _____

COUNTY OF _____

On _____, 20__, _____, known to me as the _____ of _____, acknowledged his/her signature before me.

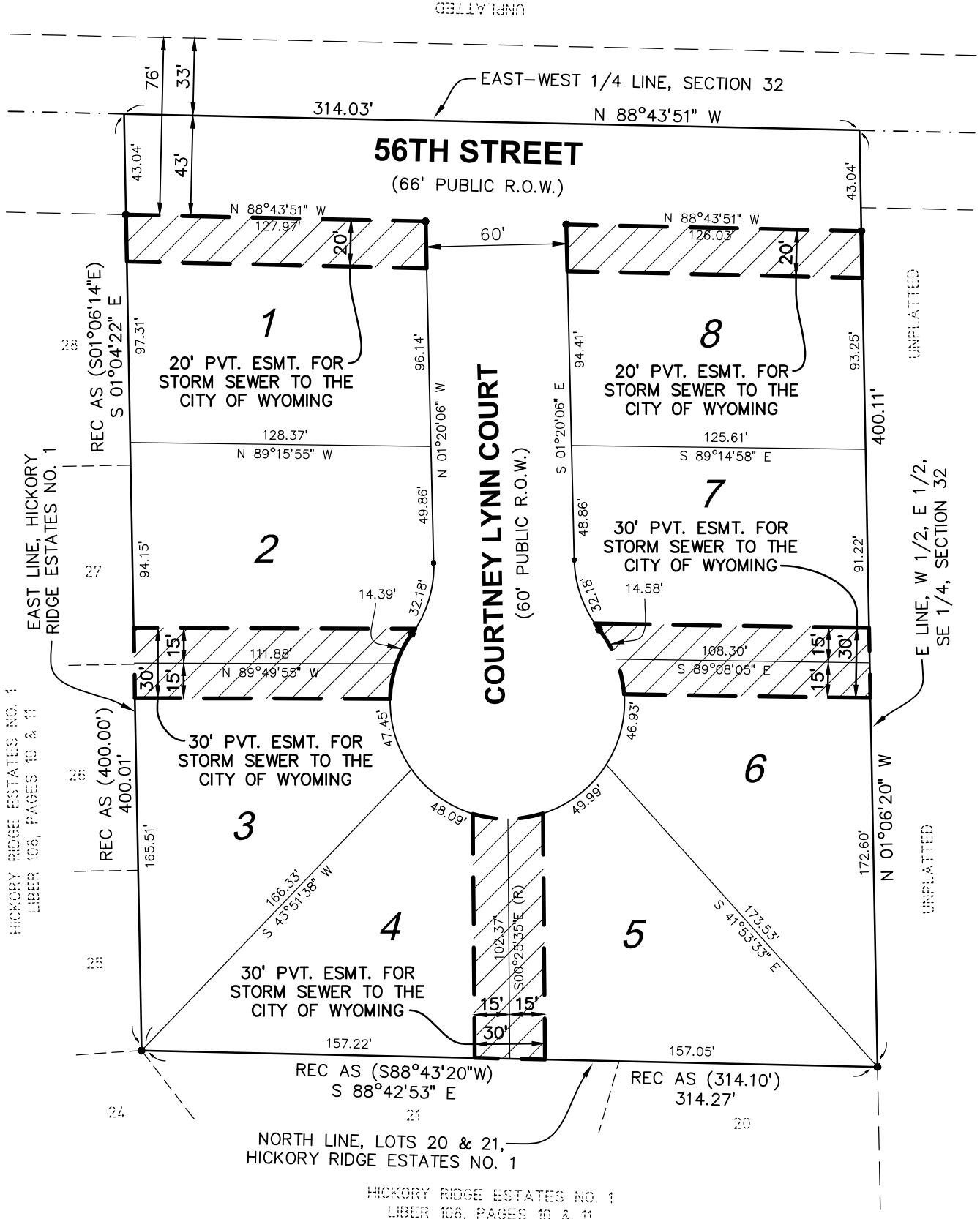
Signature

My commission expires: _____




SCALE: 1" = 60'

UNPLATTED



PAGE 1 OF 2

FIELD CREW / DATE: M+B OFFICE	CHECKED BY: SJK	Prepared By:  Moore+Bruggink Consulting Engineers 2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-9801 mailbox@mbce.com
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com	
DATE: AUGUST 30, 2024	PROJECT NO.: 220164.1	

P:\220164.01_3322_56th Street Survey\CAD\DWG\220164.1_Courtney Lynn Court DRAINAGE EASEMENTS.dwg - Map - 8/30/2024 2:15:41 PM_Greg Van Der Heide

EASEMENT DESCRIPTION

Storm Sewer

The North 20.00 feet of Lot 1, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The South 15.00 feet of Lot 2, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The North 15.00 feet of Lot 3, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The East 15.00 feet of Lot 4, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The West 15.00 feet of Lot 5, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The North 15.00 feet of Lot 6, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.


The South 15.00 feet of Lot 7, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

The North 20.00 feet of Lot 8, Courtney Lynn Court, Kent County, Michigan, according to the recorded plat thereof.

All being in the Southeast one-quarter of Section 32, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan.

P:\220164.01_3322_56th Street Survey\CAD\DWG\220164.1_Courtney Lynn Court DRAINAGE EASEMENTS.dwg - Description - 8/30/2024 2:15:41 PM_Greg Van Der Heide

PAGE 2 OF 2

FIELD CREW / DATE: M+B OFFICE	CHECKED BY: SJG	Prepared By:  Moore+Bruggink Consulting Engineers 2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-9801 mailbox@mbce.com
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com	
DATE: AUGUST 30, 2024	PROJECT NO.: 220164.1	

APPENDIX F

RESTRICTIONS PURSUANT TO THE REQUIREMENTS OF THE CITY OF WYOMING

- I. Private Easements for the utilities with the Courtney Lynn Court Plat have been granted to the City of Wyoming. The rights and obligations of said easements are recorded with the Kent County Register of Deeds office.
- II. Critical drainage and overland floodway swales have been constructed through the rear yards of Lots 1 through 8. The floodways have been designed to carry storm water runoff overland in an emergency situation where the storm sewer system fails or has exceeded its capacity. Critical elevations have been established with the floodways. Minimum building opening elevations have been placed a foot above these critical floodway elevations. Any alteration of the grade could cause a potential flooding hazard to the home. **The elevations established in the design of these emergency overland drainage and floodway swales must be preserved.** Any alteration of the grade shall be restored to its original condition and design elevations. The direction of surface water drainage and critical floodway elevations are shown on the grading plan, **Exhibit "B"** attached hereto.
- III. Some of the lots in the subdivision are subject to private easements for drainage. Private easements for drainage are for the benefit of upland lots within the subdivision and any improper construction, development, or grading that occurs within these easements will interfere with the drainage rights of those upland lots. Private easements for drainage are for the continuous passage of surface drainage and each lot owner will be responsible for maintaining the surface drainage system across his property. No construction is permitted within a private easement for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Further, during the final lot grading and landscaping the owner shall take care to ensure that the installation of fences, plantings, trees, and shrubs does not interfere with the surface drainage.
- IV. The direction of flow for the surface drainage for all lots is shown on the grading plan and block grading plan, **Exhibit "B"** attached hereto. It is the lot owner's responsibility to ensure that the final grading of the lot is in accordance with the grading plan.
- V. FENCES, SHRUBS AND FILLING WITHIN EASEMENTS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHEN LOCATED ON THE FOLLOWING EASEMENTS

Easements Labeled as "Floodway" and/or "Detention"

- **NO** filling, blocking, fencing, storage buildings or above surface vegetation planting is to be undertaken within a floodway/ detention easement.

Easements Labeled as "Drainage"

- Site screen fences are **NOT** allowed **unless prior written approval is given by the City of Wyoming** and they are installed above the top of the bank or the edge of the easement, whichever is higher.

- Chain link fences will be allowed if it is determined that the chain link fence will not obstruct or divert the flow of water.
- If the fences are removed for drain access or maintenance, they are to be replaced by the owner of the fence at the owner's expense.
- **NO** shrubs or trees are to be placed below the top of the bank or the edge of the easement.
- **NO** filling, blocking, or storage buildings are allowed within any drainage easement used for overland flow.

Easements Labeled as "Storm Sewer"

- Fences and pavement are allowed over easements designated for underground utilities, if drainage is not identified with easement.
- If the fences or pavement must be removed for the purpose of construction or maintenance of these utilities, the City of Wyoming or its contractor will remove them. However, the fence or pavement must be replaced by the owner at the owner's expense.
- **NO** shrubs or trees are to be placed below the top of the bank or the edge of the easement. Roots can penetrate the storm sewer and cause blockage. Trees also obstruct maintenance access.

VI. Minimum building opening elevations for the following lots are:

<u>LOT NUMBER</u>	<u>MINIMUM OPENING ELEVATION</u>
1	703.00
2	704.00
3	704.60
4	704.50
5	704.00
6	703.50
7	702.00
8	701.50

To eliminate the potential of structural damage due to flooding and back yard surface drainage, the lot owner shall keep the lowest door or window sill above the minimum opening elevations listed above. The elevations are based on NAVD88 Datum, and bench mark described as follows:

BENCH MARK 1 ELEVATION 700.62

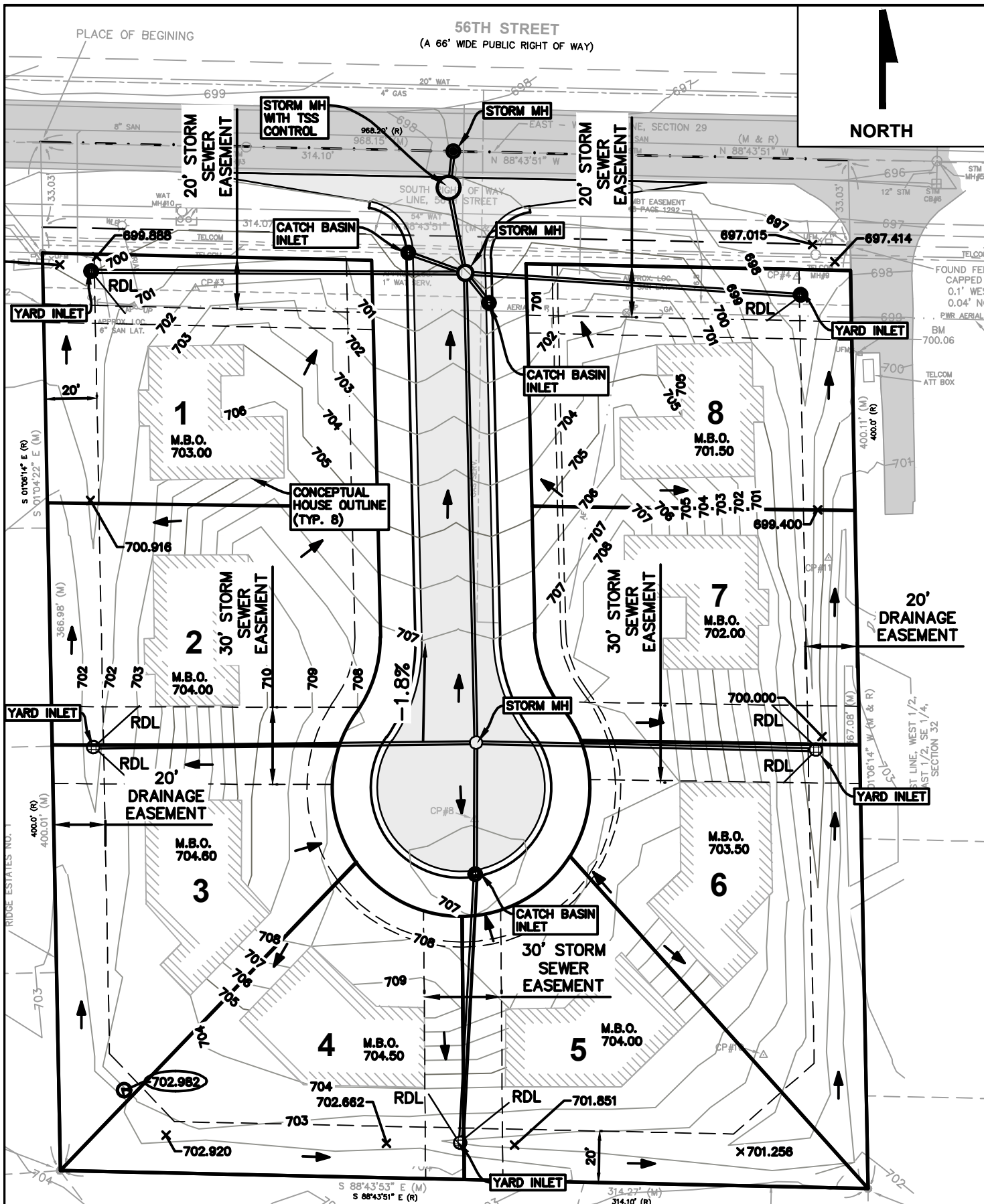
NORTHWEST CORNER OF BASKETBALL COURT IN BACKYARD OF HOUSE #5626
HICKORY RIDGE COURT

BENCHMARK 2 ELEVATION 700.06

NORTHWEST CORNER OF 9'X14' CONCRETE PAD TO ELECTRIC BOX, LOCATED
30'+/- NW OF HOUSE #3296 ON 56TH STREET

VII. Each lot owner waives their claim against the City of Wyoming, its employees and agents, the Kent County Drain Commissioner's Office, and the Plator from any and all claims, damage and obligation arising from the existence or operation of the drainage system.

EXHIBIT B



56TH STREET
(A 66' WIDE PUBLIC RIGHT OF WAY)

NORTH

	SURFACE INLET		M.B.O. MINIMUM BUILDING OPENING ELEVATION
	EASEMENT (AS LABELED)		SPOT ELEVATION
	OVERLAND FLOW PATH		CRITICAL ELEVATION
	ROOF DRAIN LEAD		

**COURTNEY LYNN CT
BLOCK GRADING PLAN**
SCALE: 1" = 50'

ENGINEER'S CERTIFICATE OF STORMWATER SYSTEM

DATE: August 26, 2024

PROJECT NAME: Courtney Lynn Ct

ADDRESS: 3322 56th St SW Wyoming, MI 49418

CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN

I, Jarod Stuyvesant, certify the following:

1. The stormwater system has been constructed in accordance with the approved plans and specifications.
2. Construction materials have met the approved specifications.

Signed,

ENGINEER'S SEAL IN BOX BELOW



RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING MAYOR AND CITY CLERK TO SIGN MUNICIPAL SERVICES AGREEMENT FOR SHEA RAVINES PHASES I AND II HOUSING PROJECT

WHEREAS:

1. Shea Ravines Limited Dividend Housing Association Limited Partnership and Shea Ravines II Limited Dividend Housing Association Limited Partnership propose development of housing projects on property at 2929 Burlingame Ave SW (the northwest corner of Burlingame Ave SW and Prairie Pkwy SW) and are seeking certain incentives from the Michigan State Housing Development Authority (**MSHDA**); and
2. To qualify for those incentives, it is necessary for the City to approve an exemption from *ad valorem* general property taxes for the project and the property on which it will be located; and
3. MSHDA allows the payment to the City of a municipal services fee pursuant to a municipal services agreement to partially pay the cost of municipal services provided by the City to the project and the property on which it is located; and
4. The City previously approved that tax exemption but because MSHDA will be making two loans with different entities owning a part of the project, it was necessary to revise and then reapprove the municipal services agreement.

NOW, THEREFORE BE IT RESOLVED:

1. The Municipal Services Agreement for the Shea Ravines Phases I and II Housing Projects is approved in substantially the form provided in the agenda with this resolution. The Mayor and City Clerk are authorized and directed to that agreement on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on September 16, 2024.

Date: _____, 2024

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: August 12, 2024
Subject: Shea Ravines (Phases I and II) PILOT Request
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Nicole Hofert, Director of Community & Economic Development
Meeting Dates: August 19, 2024 & September 16, 2024

RECOMMENDATION

Approve ordinance entitled, "Ordinance To Amend Chapter 2, Article Iv, Division 11 Of The Code Of Ordinances To Provide For A Service Charge In Lieu Of Taxes For The Shea Ravines Phases I And II Housing Projects."

Approve resolution entitled, "Resolution Approving And Authorizing Mayor And City Clerk To Sign Municipal Services Agreement For Shea Ravines Phases I And II Housing Project."

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION

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

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 3% of total shelter rents as a payment in lieu of taxes (PILOT) and 5% of the total shelter rents as a municipal services agreement, versus property taxes based upon taxable value of the entire site. These payments will be made and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence. This request was approved for Phase I in Fall 2023 and this request comes back to City Council due to changes to the site plan required for the developer to meet financing requirements.

The City Council approved a rezoning of this property to Form Based Code – Corridor Suburban (FBC-CS) in September. The project will require Planning Commission special use approval for supportive housing. Planning Commission approved a previous version of the site plan in Fall 2023 and will review an updated version at its meeting on August 20, 2024.

The timing of this approval process is designed to be completed by early-September 2024. This allows the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals and Council approvals are still necessary. The ordinance will have first reading at the August 19 regular session and second reading at the September 16 regular session, and the resolution for the municipal services agreement will be discussed only at the September 16 regular session. This schedule allows City Council time for deliberation and public comment, while allowing the developer to keep its schedule.

MUNICIPAL SERVICES CONTRACT

(Shea Ravines Phase I and Phase II Housing Projects)

This Municipal Services Contract is made as of September 17, 2024, among the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (**City**), and Shea Ravines Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, and Shea Ravines Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership, both of 500 Front St, 10th Floor, Columbus, OH 43215 (**Sponsors**).

RECITALS

A. Sponsors applied for low-income housing tax credits and a federally- or Authority-aided mortgage from the Michigan State Housing Development Authority (the **Authority**) in order to develop the following described low- and moderate-income of the housing development (**Project**) on the following described property (**Property**).

Projects Description: *Projects* means the housing projects for low income persons and families and related amenities and development located on the Property acquired, constructed, owned and operated by the Sponsors subject to income and rent restrictions under the LIHTC Program and Mortgage Loan, to consist of:

(1) For Phase I, a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building, on the south side of the Property as depicted in the shaded are on page 2 of the plan referred to in subsection (3), with indoor community space and outdoor amenities, along with 112 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, and permanent supportive housing offices for service providers and case management. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, dog park, patio with a grill and picnic area.

(2) For Phase II, a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building, on the north side of the Property, with indoor community space and outdoor amenities, along with at 112 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, and permanent supportive housing offices for service providers and case management. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, patio with a grill and picnic area.

(3) All improvements will be generally in accordance with the 6-page set of site plan documents dated 7/3/2024 for site plan approval provided by Moore & Bruggink as approved by the Wyoming Planning Commission on August 20, 2024 and by the elevation and other drawings prepared by Hooker DeJong, Project # 20-22.015, on file with the Wyoming Department of Community and Economic Development at the time of the Wyoming Planning Commission's approval of the site plan on August 20, 2024.

Property Description: That part of the Northeast 1/4, Section 15, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northeast corner of

Section 15; thence South 00°22'00" East 433.32 feet along the East line of said Northeast 1/4 to the place of beginning of this description; thence South 00°22'00" East 137.00 feet along said East line, thence South 89°38'00" West 244.04 feet; thence South 00°22'00" East 117.71 feet; thence South 89°44'56" West 95.96 feet; thence North 00°22'00" West 254.52 feet; thence North 89°38'00" East 340.00 feet to the place of beginning.

- B. The State Housing Development Authority Act of 1966, 1996 PA 346, MCL 126.1401 *et seq.* (the "**Act**"), empowers municipalities to grant property tax exemptions for such housing developments.
- C. City has adopted Ordinance No. 12-23 providing that the Project is eligible for a property tax exemption under the Act, a copy of which is attached as **Exhibit A** (the "**Ordinance**").
- D. City wishes to ensure Sponsor acquires, constructs, owns, and operates the Project as described above within the promised time.
- E. Sponsor and Co-owners wish to ensure municipal services will be provided to Project residents throughout the period when the Project is exempt from property taxes.

TERMS AND CONDITIONS

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

1. Development. Sponsor will begin construction of the Projects on the Property no later than December 31, 2025.

A. If construction has not begun (by the pouring of footings and foundations following the issuance of building permits for the Phase I building and other improvements comprising Phase I of the Project, by December 31, 2025, the City Council may choose to repeal the Ordinance and terminate this Agreement.

B. Before undertaking action to do so, City shall give Sponsor and the Authority written notice of the meeting at which such action will be considered and provide Sponsor and the Authority an opportunity to address the City Council before any such action is formally considered.

2. Municipal Services. City shall provide municipal services to the Property, the Projects, and the Projects' occupants just as it does for all similar property in its jurisdiction.

3. Municipal Services Fee.

A. To the extent permitted by law, there shall be paid to City a municipal services fee equal to 5.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for each of the Projects during each operating year.

B. The annual municipal services fee for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year and thereafter will be subject to interest and penalties shall be collectible in the same manner as for *ad valorem* property taxes under the City Charter, this Code of Ordinances, and the general property tax act, 1893 PA 206, MCL 211.1 *et seq.*

C. The amounts paid pursuant to this contract shall be in addition to the amounts paid pursuant to the Ordinance.

4. Annual Reporting. Beginning in the year in which Sponsor first receives the benefit of the tax exemption granted under the Ordinance (the **Tax Exemption**), Sponsor annually submit to City's assessor on or before April 30 an audit report showing the Annual Shelter Rent collected and the utilities paid by Sponsor in the prior year.

5. Term. This contract shall take effect as of the date first written about and shall remain in effect for each year that the tax exemption provided under the Ordinance remains in effect.

6. General Provisions.

A. Any notice, request or other communication given pursuant to this contract to any party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection 6.A.

B. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces all prior agreements. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This contract and the rights and obligations of the parties under this contract shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

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

F. This contract and the rights and obligations under this contract are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

G. This contract shall be enforceable only by the parties and no other person shall have the right to enforce any provision.

H. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this contract on a future occasion.

I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

J. A copy of this contract shall be recorded with the Kent County Register of Deeds.

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

CITY OF WYOMING

**STATE OF MICHIGAN
COUNTY OF KENT**

By: _____
Kent Vanderwood, Mayor

On _____, 2024, Kent Vanderwood and Kelli A. VandenBerg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

By: _____
Kelli A. VandenBerg, City Clerk

*
Notary public, Kent County, MI
Acting in Kent County, MI
My commission expires: _____

Approved as to form:

Scott G. Smith, City Attorney

Shea Ravines Limited Dividend Housing Association Limited Partnership

By: _____
_____, Managing Partner

Shea Ravines II Limited Dividend Housing Association Limited Partnership

By: _____
_____, Managing Partner

STATE OF _____
COUNTY OF _____

On _____, 2024, _____, known to me as the Managing Partner of Shea Ravines Limited Dividend Housing Association Limited Partnership, acknowledged _____ signature before me.

*
Notary public, _____ County, __I
Acting in _____ County, __I
My commission expires: _____

STATE OF _____
COUNTY OF _____

On _____, 2024, _____, known to me as the Managing Partner of Shea Ravines Limited Dividend Housing Association Limited Partnership, acknowledged _____ signature before me.

*
Notary public, _____ County, __I
Acting in _____ County, __I
My commission expires: _____

No state or county transfer tax is due because no interest is conveyed by this document.

Drafted by:
Scott G. Smith, City Attorney
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Exhibit A: Ordinance No. __-24

When recorded, return to:
Kelli A. VandenBerg, City Clerk
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

EXHIBIT A

ORDINANCE NO. __-24

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 11 OF THE CODE OF
ORDINANCES TTO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE SHEA
RAVINES PHASES I AND II HOUSING PROJECTS

THE CITY OF WYOMING ORDAINS:

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

DIVISION 11
TAX EXEMPTION AND SERVICE CHARGE FOR SHEA RAVINES
PHASES I AND II HOUSING PROJECTS

Sec. 2-310.11. Purpose.

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

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

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

Sec. 2-310.12. Definitions.

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

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

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

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

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

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

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

- (1) For Phase I, a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building, on the south side of the Project Property as depicted in the shaded are on page 2 of the plan referred to in subsection (3), with indoor community space and outdoor amenities,

along with 112 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, and permanent supportive housing offices for service providers and case management. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, dog park, patio with a grill and picnic area.

(2) For Phase II, a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building, on the north side of the Project Property, with indoor community space and outdoor amenities, along with at 112 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, and permanent supportive housing offices for service providers and case management. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, patio with a grill and picnic area.

(3) All improvements will be generally in accordance with the 6-page set of site plan documents dated 7/3/2024 for site plan approval provided by Moore & Bruggink as approved by the Wyoming Planning Commission on August 20, 2024 and by the elevation and other drawings prepared by Hooker DeJong, Project # 20-22.015, on file with the Wyoming Department of Community and Economic Development at the time of the Wyoming Planning Commission's approval of the site plan on August 20, 2024.

(h) *Project Property* means the following described real property:

That part of the Northeast 1/4, Section 15, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northeast corner of Section 15; thence South 00°22'00" East 433.32 feet along the East line of said Northeast 1/4 to the place of beginning of this description; thence South 00°22'00" East 137.00 feet along said East line, thence South 89°38'00" West 244.04 feet; thence South 00°22'00" East 117.71 feet; thence South 89°44'56" West 95.96 feet; thence North 00°22'00" West 254.52 feet; thence North 89°38'00" East 340.00 feet to the place of beginning.

(i) *Sponsor* means Shea Ravines Limited Dividend Housing Association Limited Partnership for Phase I and Shea Ravines II Limited Dividend Housing Association Limited Partnership for Phase II and any entity that receives or assumes a Mortgage Loan for either of the Projects on the Property.

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

Sec. 2-310.13. Property Tax Exemption.

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

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

Sec. 2-310.14. Annual Service Charge.

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

(b) The annual service charge in lieu of taxes for each operating year of each of the Projects shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as

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

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

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

Sec. 2-310.15. Contractual Effect of Ordinance.

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

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

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

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

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

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

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. __2-24
Introduced: 08.19.2024
Adopted: 09.16.2024

RESOLUTION NO. _____

RESOLUTION APPROVING EASEMENT CONSENT AGREEMENTS WITH CONSUMERS ENERGY

WHEREAS:

1. The city has undertaken its city center project that includes construction of trails and trail connections, some of which cross or overlap Consumers Energy power line easements.
2. The city is also undertaking a project to construct a third water transmission main from the city's drinking water plant near Lake Michigan to serve water users in Kent and Ottawa Counties some of which will cross or overlap Consumers Energy power line easements.
3. Consumers Energy has consented to those crossings and overlaps conditioned on the city's agreement to terms and conditions to ensure construction and other activities within those easement areas are safely undertaken and do not adversely affect the structural integrity, safety, and accessibility to power lines and related facilities within those easements.
4. Accordingly, Consumer Energy has offered Crossing and Consent Agreements for each of these projects by which the city would be committing to such terms and conditions.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Crossing and Consent Agreements with Consumers Energy for each of the city center trails and the third water transmission main projects are approved in generally the form provided in this agenda, subject to such changes as may be approved by the city attorney.
2. The City Manager and the Mayor and City Clerk are authorized and directed to sign them for the city in the places for their signatures and city staff is authorized and directed to fully implement them in accordance with their terms.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 11, 2024
Subject: Consent agreements to cross Consumers Energy power line easements
From: Myron Erickson, Director of Public Works
Nicole Hofert, Director of Community & Economic Development
Scott Smith, City Attorney
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that the City Council adopt Resolution Approving Easement Consent Agreements with Consumers Energy.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 - Community
 - Goal 3 – Implement placemaking initiatives
 - Objective 1 – Complete city center public improvements
- Pillar 3 - Stewardship
 - Goal 3 – Improve city infrastructure and service reliability
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

The city center trails and third water transmission main both, in some places, cross or overlap some Consumers Energy power line easements. Consumers Energy has consented to those crossings and overlaps conditioned on the city's agreement to terms and conditions to ensure construction and other activities within those easement areas are safely undertaken and do not adversely affect the structural integrity, safety, and accessibility to power lines and related facilities within those easements.

The two agreements are similar but have been tailored to the particular projects for construction, maintenance, and use of trails and the construction and maintenance of a water transmission main.

CROSSING AND CONSENT AGREEMENT

SP3450 Ottawa A293638

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (“Consumers”), in consideration for the faithful performance of the below described conditions, hereby agrees that it will not consider the Water Transmission Main and associated appurtenances (hereinafter “Permitted Facilities”) owned by City of Wyoming, a Michigan municipal corporation, 1155 28th Street SW, Wyoming, Michigan 49509 (“Municipality”) in a location and per specifications identified in Project number 2180630, Sheets 20, 21, 22, 34, 36, 53 and 55 of 55 and sheet 20 of 30 dated May, 2023 attached as Exhibit A and installed on land located and attached as Exhibit B, to be interfering with the easement rights granted to Consumers Energy Company in instruments Exhibit C, in Ottawa County Records (hereinafter “Easement”), as to Municipality’s land.

In consideration for this Crossing and Consent Agreement, the City of Wyoming shall agree and comply with the following conditions and restrictions:

- 1) Prior to commencing any excavation or digging on the Easement area, the City of Wyoming shall comply with MCL 460.701 et seq., Public Act 174 of 2013 and any future amendments (Miss Dig).
- 2) The City of Wyoming shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, retention pond, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, fence, landscape, engineering works, installation or any other type of structure over, under, or on said Easement area excepting only those explicitly authorized herein.
- 3) Any increase in grade within the easement area shall be limited to 2 inches.
- 4) No fill shall be placed under any electric line and/or no spoils within 15 feet of any electric line, tower, or pole without Consumers’ prior written approval.
- 5) The City of Wyoming shall immediately cease work and notify Consumers if Consumers’ facilities are struck by any means of earth disturbing equipment or otherwise so Consumers can inspect its facilities, and if required, make all necessary repairs.
- 6) The City of Wyoming to install a minimum of 14-foot gates with no center post and adequate drive access at all locations as to not prohibit Consumers from direct access to its facilities that would be enclosed by Municipality’s security fence.
- 7) The City of Wyoming’s Permitted Facilities are to be installed and maintained at a distance of not less than 15 feet from Grantor’s Facilities unless authorized herein.
- 8) The City of Wyoming agrees while working within Consumers’ Easement area, shall not violate or cause Consumers to be in violation of the National Electric Safety Code or any other applicable safety code. Furthermore, construction equipment operated in Consumers’ Easement area shall at all times maintain a minimum separation of 15 feet from any energized conductor or coordination with Consumers’ is required. If more stringent, OSHA/MIOSHA standards shall be observed. No equipment having the height potential of contacting any such electric lines shall be allowed to operate under such lines. No dump truck beds shall be

lifted under any electric lines. No excavation or boring shall be done within 15 feet from any utility pole, tower, structure, or guy wire unless authorized herein.

- 9) The City of Wyoming agrees to comply with all local, state, and federal laws, ordinances, rules, regulations, and orders in performing the activities contemplated by this Crossing and Consent Agreement. Consumers may, at its sole discretion, elect to have a representative on site when the City of Wyoming or its contractor are performing activities contemplated under this Crossing and Consent Agreement and the City of Wyoming herein acknowledges that Consumers' representative shall have full authority to stop any of the City of Wyoming's excavation or construction related activities if Consumers' representative, in his/her sole discretion, feels the City of Wyoming activities could result in damage to Consumers' facilities.

The Easements shall remain unchanged and in full force and effect in all other respects.

The invalidity or unenforceability of any provision of this instrument shall not affect or impair any other provisions or the validity and enforceability of the remainder of this instrument.

The terms and conditions of this Crossing and Consent Agreement shall be deemed to run with the land and shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and assigns. Accordingly, all references to "City of Wyoming" and "Consumers" herein shall, where applicable, be deemed to mean or to include the respective heirs, executors, administrators, personal representatives, successors and assigns of the herein named the City of Wyoming and Consumers.

This Crossing and Consent Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

The signatory represents and warrants that he or she has full authority to sign this Crossing and Consent Agreement on behalf of the Landowner and by doing so bind it to all terms and conditions set forth herein.

IN WITNESS WHEREOF, Consumers and the City of Wyoming have executed this instrument on this _____ day of _____, 2024.

[SIGNATURE PAGE TO FOLLOW]


[SIGNATURE PAGE]

City of Wyoming, a Michigan municipal corporation

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Approved as to form:



Scott G. Smith, City Attorney

Acknowledgement

Acknowledged before me in Ottawa County, Michigan, on _____, 2024, by Kent Vanderwood, Mayor, and Kelli A. Vandenberg, City Clerk, of the City of Wyoming, a Michigan municipal corporation.

Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

Consumers Energy Company,
A Michigan Corporation

By: _____
Cassey M. Nostrant
Its: Asset Management Analyst

Acknowledgement

Acknowledged before me in Jackson County, Michigan, on _____, 2024, by Cassey M. Nostrant, Asset Management Analyst of Consumers Energy Company, a Michigan corporation, for the corporation.

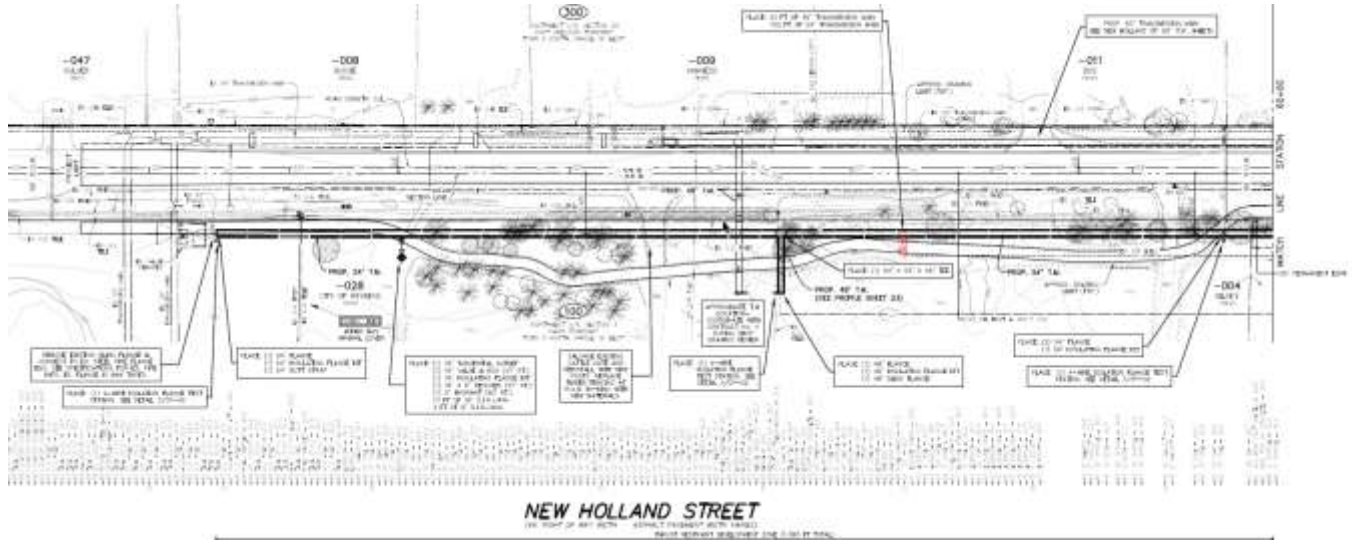
Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

Prepared by and return to:
Cassey M. Nostrant– EP7-436

Consumers Energy Company
 One Energy Plaza
 Jackson, MI 49201

EXHIBIT A
 SP3450 Ottawa A293638

Site Plans



NO.	REVISIONS	BY	DATE	DESCRIPTION
1	ISSUED FOR AGENCY REVIEW	S.P.T.	5/23	STAFF
2	ISSUED FOR PERMIT/NOT FOR CONSTRUCTION	S.P.T.	5/23	MAY '23
				PREPARED BY S.P.T.
				DATE MAY '23

Prein & Newhof
 Engineers-Surveyors-Environmental-Laboratory

CITY OF WYOMING
 KENT COUNTY, MICHIGAN

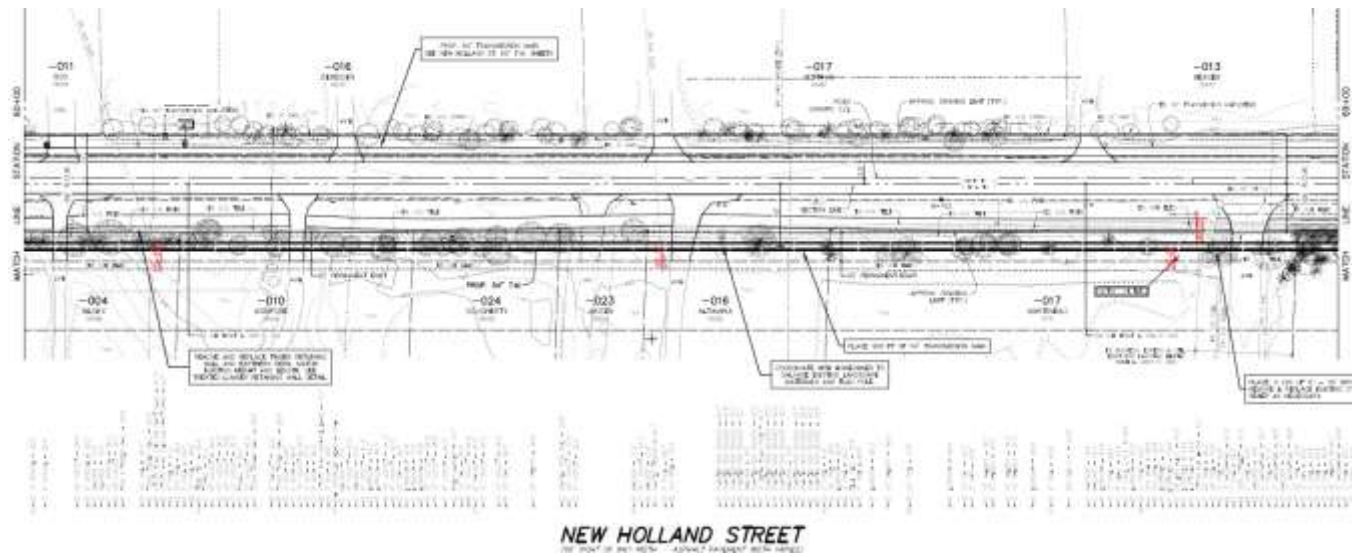
WATER TRANSMISSION MAIN No. 3
 PHASE 1 - CONTRACT No. 1

NEW HOLLAND ST. 54" T.M.

PROJECT NO.
2180630

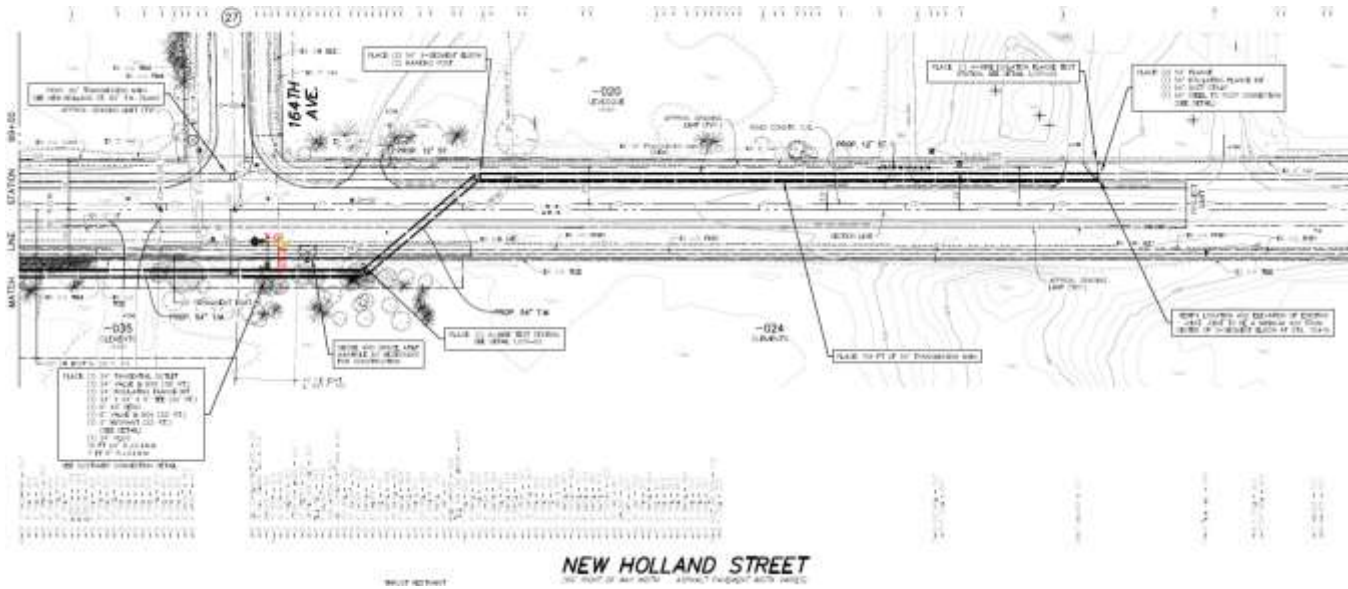
SHEET NO.
20 OF 55

PRELIMINARY - NOT FOR CONSTRUCTION

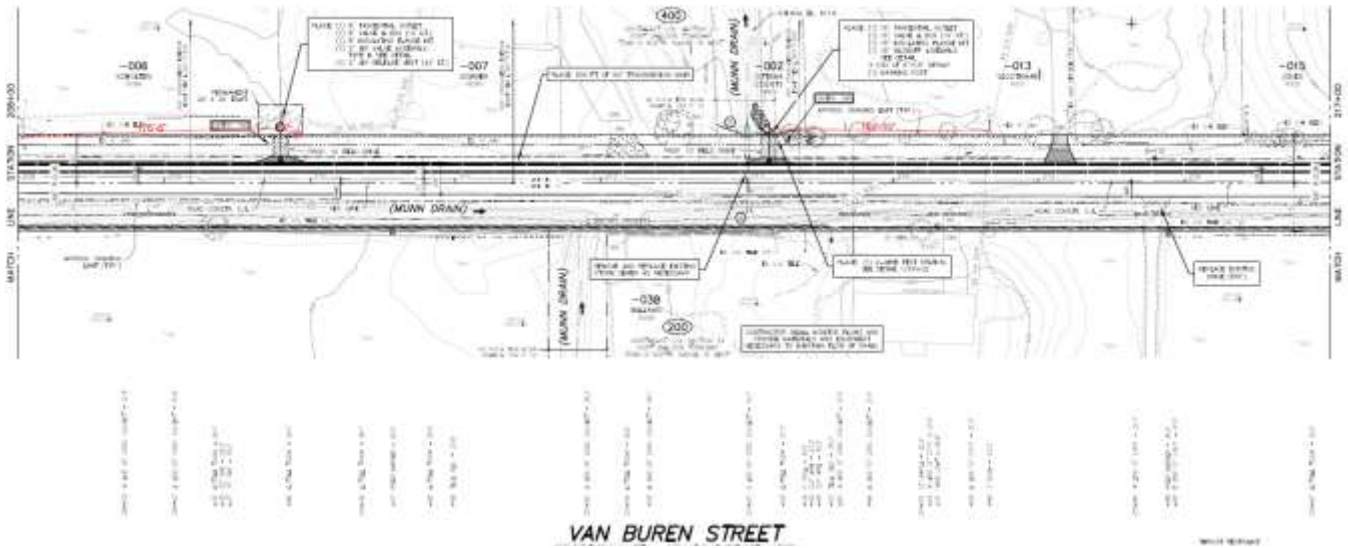


NO.	REVISIONS	BY	DATE	STAFF	Prein & Newhof Engineers-Surveyors-Environmental-Laboratory	CITY OF WYOMING KENT COUNTY, MORGAN WATER TRANSMISSION MAIN No. 3 PHASE 1 - CONTRACT No. 1 NEW HOLLAND ST. 54" T.M.	PROJECT NO. 2180630
1	ISSUED FOR AGENCY REVIEW	S.P.T.	5/23	MAY '23			SHEET NO.
2	ISSUED FOR PERMITS/NOT FOR CONSTRUCTION	S.P.T.	5/23	MAY '23			21 OF 55

PRELIMINARY - NOT FOR CONSTRUCTION

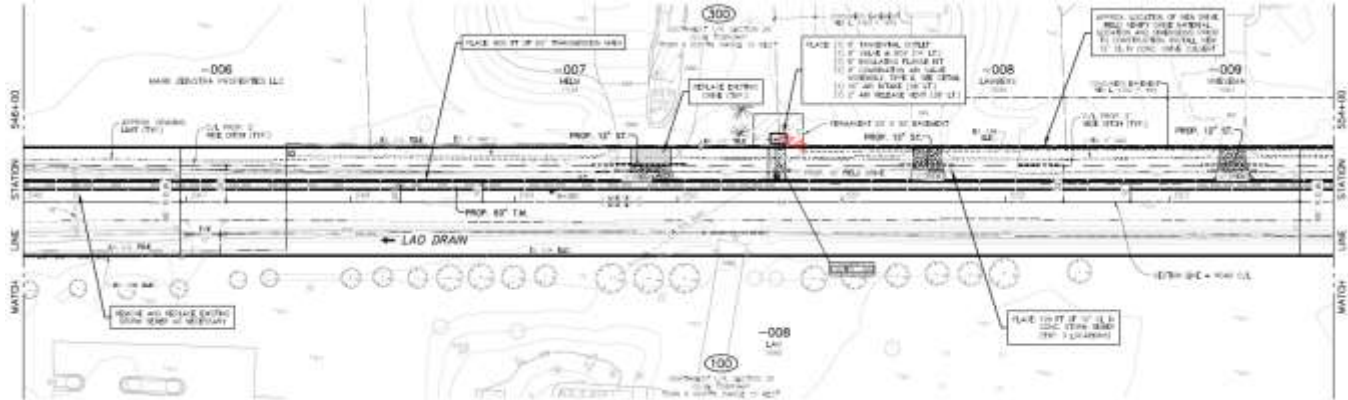


NO.	REVISIONS	BY	DATE	STAFF	Prein & Newhof Engineers-Surveyors-Environmental-Laboratory	CITY OF WYOMING KENT COUNTY, MORGAN WATER TRANSMISSION MAIN No. 3 PHASE 1 - CONTRACT No. 1 NEW HOLLAND ST. 54" T.M.	PROJECT NO. 2180630
1	ISSUED FOR AGENCY REVIEW	S.P.T.	5/23	MAY '23			SHEET NO.
2	ISSUED FOR PERMITS/NOT FOR CONSTRUCTION	S.P.T.	5/23	MAY '23			22 OF 55



NO.	REVISIONS	BY	DATE	DRAWN	STAFF	Prein & Newhof Engineers-Surveyors-Environmental-Laboratory	CITY OF WYOMING FENT COUNTY, MICHIGAN WATER TRANSMISSION MAIN No. 3 PHASE 1 - CONTRACT No. 1 VAN BUREN STREET	PROJECT NO.	2180630
1	ISSUED FOR AGENCY REVIEW	S.P.T.	5/23	DATE	MAY '23			SHEET NO.	34 OF 55
2	ISSUED FOR PERMIT/NOT FOR CONSTRUCTION	S.P.T.	5/23	DATE	MAY '23				

PRELIMINARY - NOT FOR CONSTRUCTION

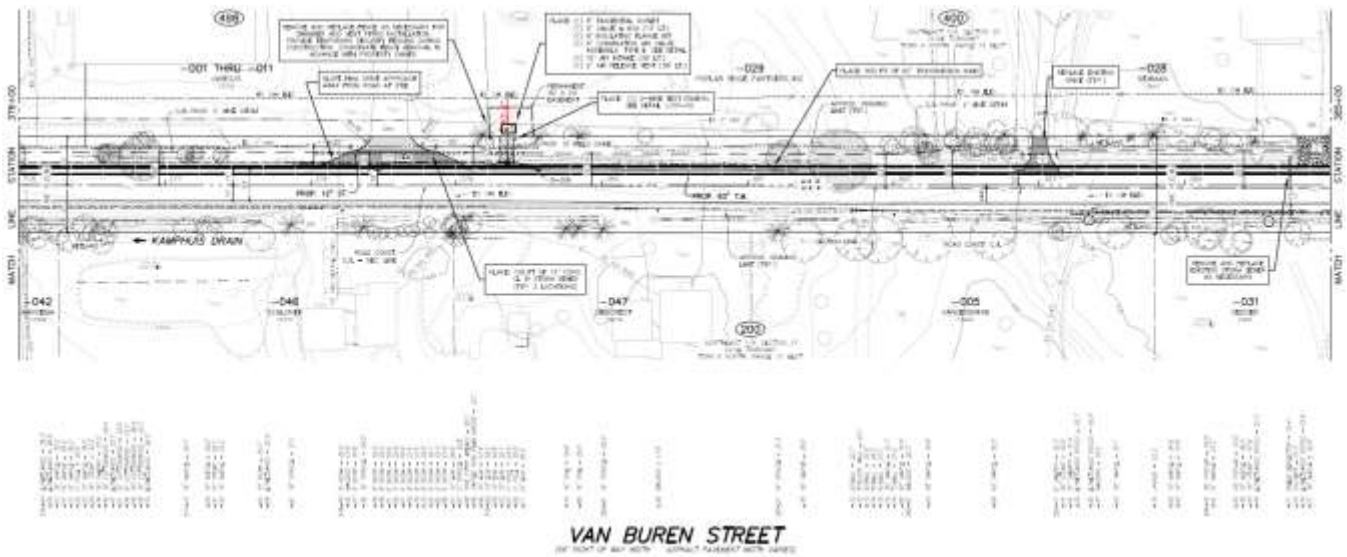


STATION	1+00	1+05	1+10	1+15	1+20	1+25	1+30	1+35	1+40	1+45	1+50
DATE	5/23/23	5/23/23	5/23/23	5/23/23	5/23/23	5/23/23	5/23/23	5/23/23	5/23/23	5/23/23	5/23/23
BY	S.P.T.	S.P.T.	S.P.T.	S.P.T.	S.P.T.	S.P.T.	S.P.T.	S.P.T.	S.P.T.	S.P.T.	S.P.T.

VAN BUREN STREET
10' FRONT OF ANY 100' - 20' SIDE PLACEMENT 100' - 20' EASEMENT

NO.	REVISIONS	BY	DATE	DRAWN	STAFF	Prein & Newhof Engineers-Surveyors-Environmental-Laboratory	CITY OF WYOMING FENT COUNTY, MICHIGAN WATER TRANSMISSION MAIN No. 3 PHASE 1 - CONTRACT No. 2 VAN BUREN STREET	PROJECT NO.	2180630
1	ISSUED FOR AGENCY REVIEW	S.P.T.	5/23	DATE	MAY '23			SHEET NO.	36 OF 46
2	ISSUED FOR PERMIT/NOT FOR CONSTRUCTION	S.P.T.	5/23	DATE	MAY '23				

PRELIMINARY - NOT FOR CONSTRUCTION



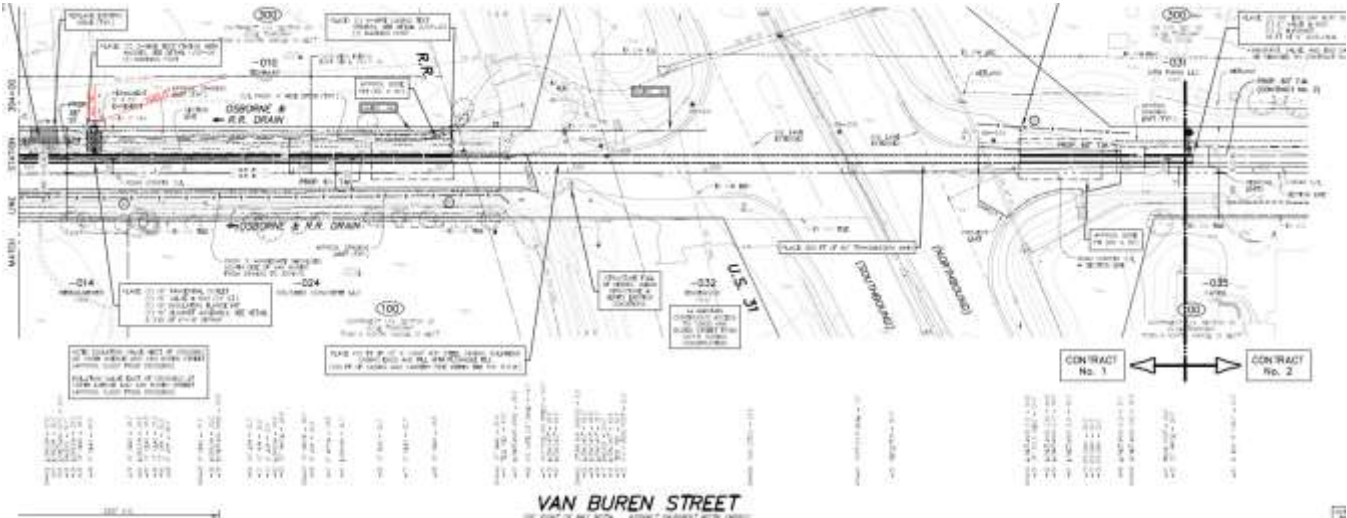
NO.	REVISIONS	BY	DATE	REASON	STAFF
1	ISSUED FOR AGENCY REVIEW	S.P.T.	5/22		MAY '23
2	ISSUED FOR PERMIT/NOT FOR CONSTRUCTION	S.P.T.	5/23		S.P.T.
					MAY '23

Prein & Newhof
 Engineers-Surveyors-Environmental-Laboratory

CITY OF WYOMING
 BENT COUNTY, MICHIGAN
WATER TRANSMISSION MAIN No. 3
 PHASE 1 - CONTRACT No. 1
VAN BUREN STREET

PROJECT NO.
2180630
 SHEET NO.
53 OF 55

PRELIMINARY - NOT FOR CONSTRUCTION



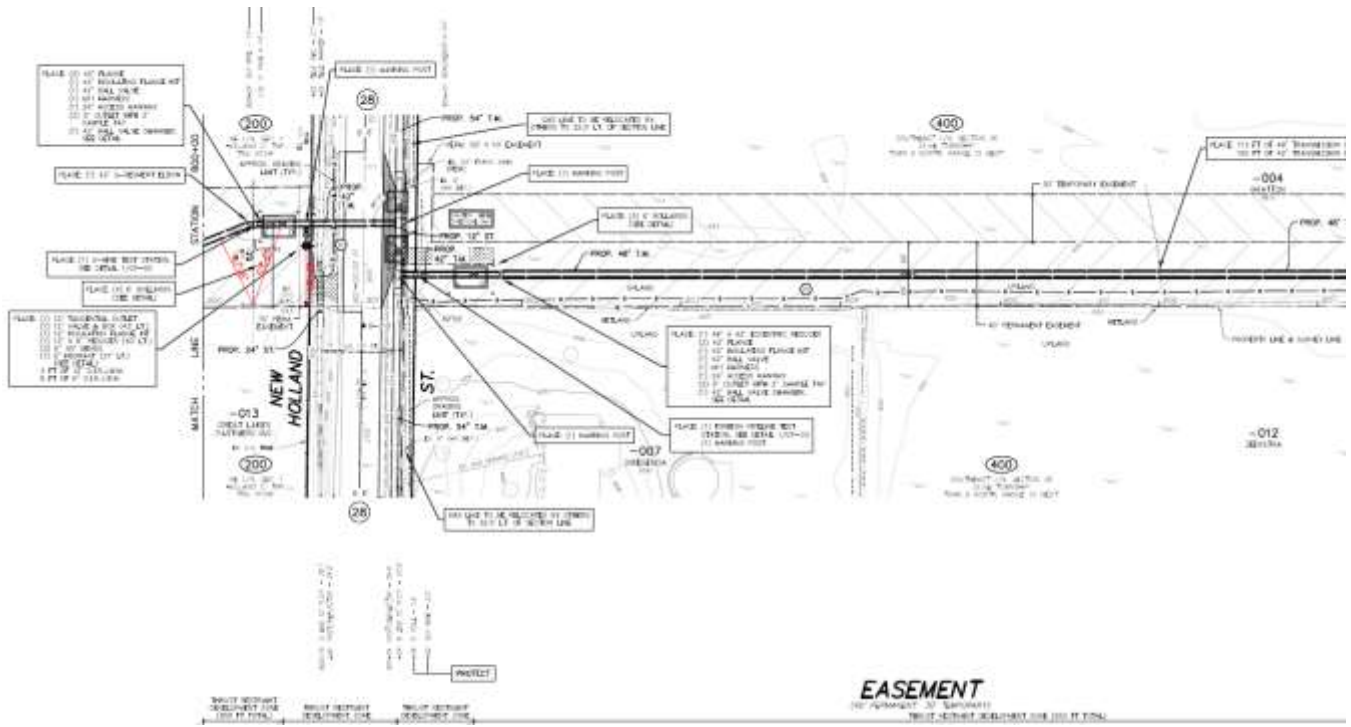
NO.	REVISIONS	BY	DATE	REASON	STAFF
1	ISSUED FOR AGENCY REVIEW	S.P.T.	5/22		MAY '23
2	ISSUED FOR PERMIT/NOT FOR CONSTRUCTION	S.P.T.	5/23		S.P.T.
					MAY '23

Prein & Newhof
 Engineers-Surveyors-Environmental-Laboratory

CITY OF WYOMING
 BENT COUNTY, MICHIGAN
WATER TRANSMISSION MAIN No. 3
 PHASE 1 - CONTRACT No. 1
VAN BUREN STREET

PROJECT NO.
2180630
 SHEET NO.
55 OF 55

PRELIMINARY - NOT FOR CONSTRUCTION



NO.	REVISIONS	BY	DATE	STAFF
1	ISSUED FOR AGENCY REVIEW	S.P.T.	5/21	WE
2	CLOSED FOR PERMITS, NOT FOR CONSTRUCTION	S.P.T.	5/22	WE
				WE
				S.P.T.
				WE
				MAY '23

Prein & Newhof
 Engineers • Surveyors • Environmental • Laboratory

CITY OF WYOMING
 FORT COLLINS, MICHIGAN
 WATER TRANSMISSION MAIN No. 3
 PHASE 1 - CONTRACT No. 3
EASEMENT

PROJECT NO.
 2180630
 SHEET NO.
20 OF 30

PRELIMINARY - NOT FOR CONSTRUCTION

EXHIBIT B
SP3450 Ottawa A293638

Municipality's Land:

Parcel ID: 70-15-03-100-028

The West 1/2 of the Northwest 1/4 of Section 3, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, Except the North 11 rods, 9 links (187.44 feet) of the West 21 rods, 3 links (348.48 feet), being the 1 and a 1/2-acre parcel used for cemetery purposes; also except the Southerly 450 feet of the Westerly 1356.85 feet of the remainder.

Parcel ID: 70-15-03-100-004

Situated in the Township of Park, County of Ottawa, State of Michigan. Part of the Northeast 1/4 of the Northwest 1/4 of Section 3, Town 5 North, Range 16 West, commencing 887.86 feet West of the Northeast corner; thence West 121.28 feet; thence South 1393.03 feet to the South line; thence East along said South line 120 feet; thence North 1405.98 feet to the Beginning.

Parcel ID: 70-15-03-100-010

Situated in the Township of Park, County of Ottawa, State of Michigan. Part of the Northeast 1/4 of the Northwest 1/4 of Section 3, Town 5 North, Range 16 West, described as Beginning at a point on the North line of Section 3, distant North 89 degrees 42' 15" West 727.86 feet from the North 1/4 corner of Section 3 and proceeding thence South 02 degrees 24' 34" West 1401.97 feet; thence North 87 degrees 54' 43" West 159.89 feet; thence North 02 degrees 24' 34" East 1396.97 feet; thence South 89 degrees 42' 15" East 160.00 feet along the North line of Section 3 to the Point of Beginning.

Parcel ID: 70-15-03-100-024

Situated in the Township of Park, County of Ottawa, State of Michigan. Part of the Northwest 1/4 of Section 3, Town 5 North, Range 16 West, described as: Commencing at the North 1/4 of said Section; thence North 89 degrees 42 minutes 14 seconds West 627.86 feet along the North line of said Section to the point of beginning; thence South 02 degrees 24 minutes 34 seconds West 976.97 feet; thence South 89 degrees 42 minutes 14 seconds East 185.00 feet; thence South 02 degrees 24 minutes 34 seconds West 433.91 feet; thence North 87 degrees 54 minutes 38 seconds West 284.81 feet; thence North 02 degrees 24 minutes 34 seconds East 1401.97 feet; thence South 89 degrees 42 minutes 14 seconds East 100.00 feet along the North line of said Section to the point of beginning.

Parcel ID: 70-15-03-100-023

Situated in the Township of Park, County of Ottawa, State of Michigan. Part of the Northeast 1/4 of the Northwest 1/4 of Section 3, Town 5 North, Range 16 West, Park Township, Ottawa County, Michigan, described as, beginning on the North line of said Section distant North 89 degrees 42 minutes 14 seconds West 567.86 feet along said North line from the North 1/4 corner of said Section; thence South 02 degrees 24 minutes 34 seconds West 730.44 feet; thence South 89 degrees 42 minutes 14 seconds East 125.00 feet parallel with the North line of said Section; thence South 02 degrees 24 minutes 34 seconds West 246.54 feet; thence North 89 degrees 42 minutes 14 seconds West 185.00 feet; thence North 02 degrees 24 minutes 34 seconds East 976.97 feet to the North line of said Section; thence South 89 degrees 42 minutes 14 seconds East 60.00 feet along said North line to the Point of Beginning.

Parcel ID: 70-15-03-100-016

Situated in the Township of Park, County of Ottawa, State of Michigan. Part of the Northeast 1/4 of the Northwest 1/4 commencing North 89 degrees 42 minutes 14 seconds West 442.86 feet from the North 1/4 corner; thence North 89 degrees 42 minutes 14 seconds West 125 feet, South 02 degrees 24 minutes 34 seconds West 697.43 feet, South 89 degrees 42 minutes 14 seconds East 125 feet; thence North 02 degrees 24 minutes 34 seconds East 697.43 feet to the North Section line to Beginning, Section 3, Town 5 North, Range 16 West.

Parcel ID: 70-15-03-100-017

Situated in the Township of Park, County of Ottawa, State of Michigan. Part of the Northwest 1/4 of Section 3, Town 5 North, Range 16 West, described as: Commencing at the North 1/4 corner of said Section; thence North 89 degrees 42' 15" West 122.86 feet along the North line of said Section to the Point of Beginning; thence South 02 degrees 24' 34" West 306.50 feet; thence North 89 degrees 42' 15" West 319.99 feet; thence North 02 degrees 24' 34" East 306.50 feet; thence South 89 degrees 42' 15" East 319.99 feet to the Point of Beginning. Subject to and together with a private drive being an easement for ingress and egress and installation and maintenance of public and private utilities across part of the Northwest 1/4 of Section 3, Town 5 North, Range 16 West, described as: Commencing at the North 1/4 corner of said section; thence North 89 degrees 42' 15" West 122.86 feet along the North line of said Section to the Point of Beginning; thence South 02 degrees 24' 34" West 864.42 feet; thence North 87 degrees 35' 26" West 63.99 feet; thence Northwesterly and Northeasterly 155.92 feet along the arc of a 60.00 foot radius curve to the right (central angle = 148 degrees 53' 28", long chord = North 31 degrees 51' 18" East 58.99 feet); thence North 02 degrees 24' 34" East 699.23 feet; thence South 89 degrees 42' 15" East 66.04 feet along the North line of said Section to the Point of Beginning.

Parcel ID: 70-15-03-100-035

Situated in the Township of Park, County of Ottawa, State of Michigan. Part of the Northeast 1/4 and the Northwest 1/4 of Section 3, Town 5 North, Range 16 West described as Commencing at the North 1/4 corner of said Section 3; thence South 89 degrees 38' 54" East 54 feet along the North Section line; thence South 02 degrees 06' 11" West 1426.34 feet; thence North 87 degrees 52' 02" West 53.97 feet along the South line of the Northwest 1/4 of the Northeast 1/4 to the North-South 1/4 line; thence North 87 degrees 54' 43" West 130.44 feet along the South line of the Northeast 1/4 of the Northwest 1/4; thence North 02 degrees 24' 40" East 1420.84 feet; thence South 89 degrees 42' 15" East 122.86 feet along the North Section line to the point of beginning.

Parcel ID: 70-15-03-200-024

Situated in the Township of Park, County of Ottawa, State of Michigan. Part of the Northeast 1/4 of Section 3, Town 5 North, Range 16 West, described as Commencing South 89 degrees 38' 54" East 54 feet from the North 1/4 corner; thence continuing South 89 degrees 38' 54" East 1281.16 feet along the North Section line; thence South 02 degrees 15' 43" West 1466.16 feet along the East line of the Northwest 1/4 of the Northeast 1/4; thence North 87 degrees 52' 02" West 1276.5 feet along the South line of the Northwest 1/4 of the Northeast 1/4; thence North 02 degrees 06' 11" East 1426.34 feet to the point of beginning.

Parcel ID: 70-11-27-400-006

The West 396 feet of the East 756 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 27, Town 6 North, Range 16 West, Port Sheldon Township, Ottawa County, Michigan.

Parcel ID: 70-11-27-400-007

The West 330 feet of the East 360 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 27, Town 6 North, Range 16 West, Port Sheldon Township, Ottawa County, Michigan.

Parcel ID: 70-11-27-400-002

Situated in Port Sheldon Township, Ottawa County, Michigan, Section 27 Town 6 North Range 16 West being the North 1/2 of Southwest 1/4 of the Southeast 1/4; also the East 30 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 27, Town 6 North, Range 16 West.

Parcel ID: 70-12-26-300-008

Part of the Southwest 1/4 of Section 26, Town 6 North, Range 15 West, 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.

Parcel ID: 70-12-30-400-029

Van Buren Storage, as recorded in Ottawa County Register of Deeds, Document No. 2009-0032858, Ottawa County Condo Plan 552 and amended in Document No. 2023-0021814, Ottawa County Condo, part of Section 30, Town 6 North, Range 15 West, Olive Township, Ottawa County, Michigan.

Parcel ID: 70-12-29-300-010

Part of the Southwest 1/4 of the Southwest 1/4 of Section 29, Town 6 North, Range 15 West, Olive Township, Ottawa County, Michigan, described as: commencing on the South section line S88° 16'00"E 514.77 feet from the Southwest corner of said section; thence North 453.75 feet; Thence S88° 16'00"E 389.40 feet; thence along the West line of the Chesapeake and Ohio Railroad on a 5679.58 foot radius curve to the right 482.32 feet, the long chord of which bears S18° 06'57"E 482.18 feet; thence along the South line of said section N88° 16'00"W 539.40 feet to the point of beginning.

Parcel ID: 70-16-01-200-013

Situated in the Township of Holland, County of Ottawa, State of Michigan. Part of the NE fractional 1/4 of Section 1, T5N, R15W, situated in the Township of Holland, County of Ottawa, State of Michigan, described as: Beginning at a point on the North line of said Section which is N 88 degrees 52' 10" W 1169.50 feet from the NE corner of said Section; thence S 00 degrees 00' W 208.5 feet parallel with the East line of said Section; thence S 88 degrees 52' 10" E 417.5 feet; thence S 00 degrees 00' W 284.0 feet; thence S 88 degrees 52' 10" E 310.0 feet; thence S 00 degrees 00' W 215.0 feet; thence S 88 degrees 52' 10" E 172.0 feet; S 00 degrees 00' W 53.50 feet; thence N 84 degrees 59' 18" E 270.98 feet to a point on the East line of said Section which is S 00 degrees 00' W 732.0 feet from the NE corner of said Section; thence S 00 degrees 00' W 378.72 feet; thence N 89 degrees 30' 31" W 208.0 feet parallel with the South line of the North fractional 1/2 of the NE fractional 1/4 of said Section; thence S 00 degrees 00' W 208.0 feet; thence N 89 degrees 30' 31" W 2416.44 feet along said South line; thence N 00 degrees 01'20" E 1347.99 feet along the N-S 1/4 line of said Section; thence S 80 degrees 52' 00" E 1454.81 feet along the North line of said Section to the point of beginning. EXCEPT: Part of the North 1/2 of the Northeast 1/4 of Section 1, T5N, R15W, Township of Holland, County of Ottawa, State of Michigan described as beginning at the North 1/4 corner of Section 1 and proceeding thence N 89 degrees 31' 54" E 646.00 feet along the North line of Section 1; thence S 00 degrees 28' 06" E 1340.71 feet; thence S 88 degrees 53' 46" W 620.37 feet along the South line of the North 1/2 of the Northeast 1/4 of Section 1; thence N 01 degrees 33' 34" W 1347.84 feet along the North and South 1/4 line of Section 1 to the point of beginning.

EXHIBIT C
SP3450 Ottawa A293638

Easement rights

Parcel ID: 70-15-03-100-028

Right of Way to Consumers Power Company dated August 15, 1938, and recorded December 21, 1938, in Liber 285, Page 235, Ottawa County Records. (A146705)

Right of Way to Consumers Power Company dated September 24, 1965, and recorded October 13, 1965, in Liber 544, Page 179, Ottawa County Records. (A293638)

Parcel ID: 70-15-03-100-028; 70-15-03-100-004; 70-15-03-100-010; 70-15-03-100-024; 70-15-03-100-023; 70-15-03-100-016; 70-15-03-100-017; 70-15-03-100-035

Right of Way to Consumers Power Company dated May 22, 1961, and recorded August 10, 1961, in Liber 500, Page 415, Ottawa County Records. (A95692)

Parcel ID: 70-15-03-200-024

Easement for Electric Line to Consumers Power Company dated January 19, 1993, and recorded March 10, 1993, in Liber 1691, Page 760, Ottawa County Records. (A72988)

Parcel ID: 70-11-27-400-006; 70-11-27-400-007; 70-11-27-400-002

Right of Way to Consumers Power Company dated April 9, 1947, and recorded September 21, 1948, in Liber 370, Page 216, Ottawa County Records. (A243570)

Parcel ID: 70-12-26-300-008

Easement for Electric Line to Consumers Power Company dated September 30, 2004, and recorded January 20, 2005, in Liber 4762, Page 899, Ottawa County Records. (R10122)

Parcel ID: 70-12-30-400-029

Right of Way to Consumers Power Company dated November 27, 1931, and recorded January 15, 1932, in Liber 254, Page 82, Ottawa County Records. (A122288)

Parcel ID: 70-12-29-300-010

Right of Way to Consumers Power Company dated November 27, 1931, and recorded January 15, 1932, in Liber 254, Page 84, Ottawa County Records. (A191554)

Parcel ID: 70-16-01-200-013

Unrecorded Easement from Andrew and Ida Baker to Consumers Power Company dated September 14, 1938. (A186803)

EXHIBIT D
SP3450 Ottawa A293638

Electric Restrictions

1. Prior to commencing any excavation or digging on the Right-of-Way, the Utility Communications System (Miss Dig), phone number 811 or (800) 482-7171 shall be contacted in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.
2. The City of Wyoming shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, retention pond, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, fence, landscape, engineering works, installation or any other type of structure over, under, or on said Easement area excepting only those explicitly authorized herein.
3. No ground cover is to be added or removed within the Company's Right-of-Way excepting only those explicitly authorized herein.
4. No fill shall be placed under any electric line and/or no spoils, even temporary within 15 feet of any tower or pole without Consumers' prior written approval.
5. Any temporary change in grade created by excavation shall be filled and such fill shall be compacted such that no pockets are created and compacted to an extent to not interfere with the ability of Consumers' vehicles to traverse any portion of the within the Company's Right-of-Way.
6. Trees and Other Vegetation: the City of Wyoming shall not plant any trees within the Easement Area excepting only those explicitly authorized herein.
7. While working within Consumers' Easement area, the City of Wyoming shall not violate or cause Consumers to be in violation of the National Electric Safety Code or any other applicable safety code. Furthermore, construction equipment operated in Consumers' Easement area shall at all times maintain a minimum separation of 15 feet from any energized conductor. If more stringent, OSHA/MIOSHA standards shall be observed. No equipment having the height potential of contacting any such electric lines shall be allowed to operate under such lines. No dump truck beds shall be lifted under any electric lines. No excavation or boring shall be done within 15 feet from any utility pole, tower, structure, or guy wire.
8. All of these restrictions and recommendations are subject to engineering Standards and NESC or Safety Guidelines.

CROSSING AND CONSENT AGREEMENT

#3338 - Kent

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (“Consumers”), in consideration for the faithful performance of the below described conditions, hereby agrees that it will not consider the non-motorized path (hereinafter “Permitted Facilities”) owned by the City of Wyoming, a Municipal corporation, 1155 28th Street SW, Wyoming, Michigan, 49509 (“Wyoming”) in a location and per specifications identified in Progressive AE Trail Plan and Profile Drawings, Job No. 71740019, attached as Exhibit A and installed on land located and attached as Exhibit B, to be interfering with the easement rights granted to Consumers Energy Company in instruments attached as Exhibit C, in Kent County Records (hereinafter “Easement”), as to Wyoming’s land in the City of Wyoming, County of Kent, and State of Michigan, described as:

In consideration for this Crossing and Consent Agreement, Wyoming shall agree and comply with the following conditions and restrictions:

- 1) Prior to commencing any excavation or digging on the Easement area, Wyoming shall comply with MCL 460.701 et seq., Public Act 174 of 2013 and any future amendments (Miss Dig).
- 2) Wyoming shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, retention pond, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, fence, landscape, engineering works, installation or any other type of structure over, under, or on said Easement area excepting only those explicitly authorized herein.
- 3) Any increase in grade within the easement area shall be limited to 2 inches.
- 4) No fill shall be placed under any electric line and/or no spoils within 20 feet of any electric line, tower, or pole without Consumers’ prior written approval.
- 5) Wyoming shall immediately cease work and notify Consumers if Consumers’ facilities are struck by any means of earth disturbing equipment or otherwise so Consumers can inspect its facilities, and if required, make all necessary repairs.
- 6) Wyoming’s Permitted Facilities are to be installed and maintained at a distance of not less than 20 feet from Grantor’s electric poles or towers.
- 7) Wyoming agrees while working within Consumers’ Easement area, Wyoming shall not violate or cause Consumers to be in violation of the National Electric Safety Code or any other applicable safety code. Furthermore, construction equipment operated in Consumers’ Easement area shall at all times maintain a minimum separation of 15 feet from any energized conductor. If more stringent, OSHA/MIOSHA standards shall be observed. No equipment having the height potential of contacting any such electric lines shall be allowed to operate under such lines. No dump truck beds shall be lifted under any electric lines. No excavation or boring shall be done within 20 feet from any utility pole, tower, structure, or guy wire.
- 8) Wyoming agrees to comply with all local, state, and federal laws, ordinances, rules, regulations, and orders in performing the activities contemplated by this Crossing and Consent Agreement. Consumers may, at its sole discretion, elect to have a representative on site when Wyoming or its contractor are performing activities

contemplated under this Crossing and Consent Agreement and Wyoming herein acknowledges that Consumers' representative shall have full authority to stop any of Wyoming excavation or construction related activities if Consumers' representative, in his/her sole discretion, feels Wyoming activities could result in damage to Consumers' facilities.

- 9) Consumers Energy Company reserves the right at any time and for any reason, and from time to time, to relocate or expand its facilities within the Easement, and Wyoming expressly agrees to either i) to relocate, at Wyoming's sole cost and expense, the Permitted Facilities to accommodate for said relocation or expansion, including, but not limited to, relocation to ensure proper clearances necessary for any applicable safety code, or ii) to pay all costs and expenses, including the cost of acquiring new easements for Consumers that are satisfactory of Consumers in its sole and absolute discretion, incurred by Consumers in the relocation of Consumers' facilities in order to accommodate said expansion or relocation of its facilities.

The Easement shall remain unchanged and in full force and effect in all other respects.

The invalidity or unenforceability of any provision of this instrument shall not affect or impair any other provisions or the validity and enforceability of the remainder of this instrument.

The terms and conditions of this Crossing and Consent Agreement shall be deemed to run with the land and shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and assigns. Accordingly, all references to "Wyoming" and "Consumers" herein shall, where applicable, be deemed to mean or to include the respective heirs, executors, administrators, personal representatives, successors and assigns of the herein named Wyoming and Consumers.

This Crossing and Consent Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

The signatory represents and warrants that he or she has full authority to sign this Crossing and Consent Agreement on behalf of the Landowner and by doing so bind it to all terms and conditions set forth herein.


IN WITNESS WHEREOF, Consumers and Wyoming have executed this instrument on this _____ day of _____, 2024.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE]

The City of Wyoming, a Municipal corporation

Approved as to form:



Scott G. Smith, City Attorney

BY: _____

ITS: _____

Acknowledgement

Acknowledged before me in Kent County, Michigan, on _____, 2024, by _____,
_____ of The City of Wyoming, a Municipal corporation, on behalf of the corporation.

Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

Consumers Energy Company,
A Michigan Corporation

By: _____
Aisling A. Warren
Its: Asset Management Analyst

Acknowledgement

Acknowledged before me in Jackson County, Michigan, on _____, 2024,
by Aisling A. Warren, Asset Management Analyst of Consumers Energy Company, a Michigan corporation, for the
corporation.

Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

Prepared by and return to:
Aisling Warren – EP7-437
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A
SP#3338 - KENT

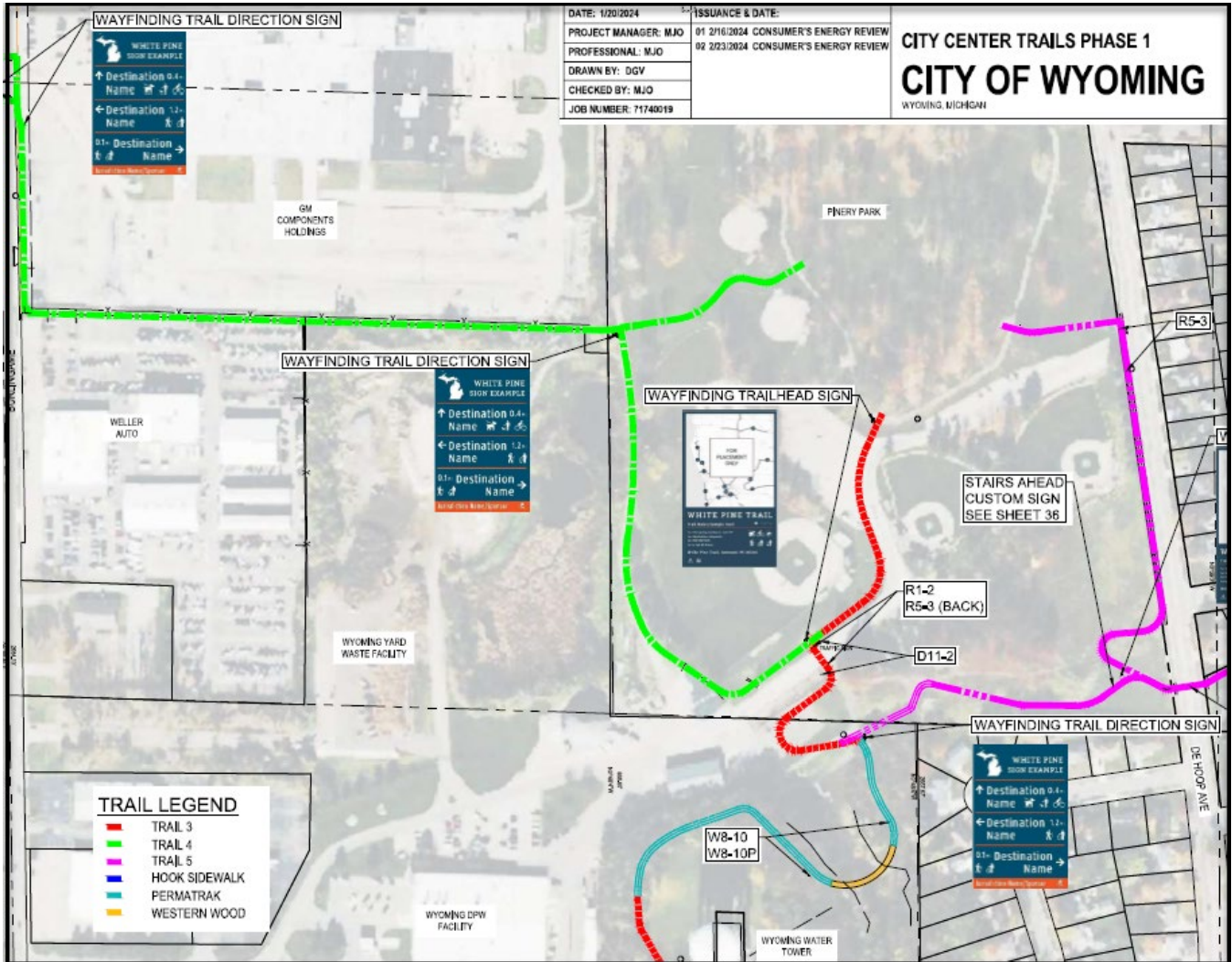


EXHIBIT B
SP#3338 - KENT

Wyoming's Land:

SE 1/4 NW 1/4 EX N 66 FT ALSO THAT PART OF NE 1/4 SW 1/4 LYING W OF CL OF DE HOOP AVE * ALSO A PARCEL OF LAND 66 FT WIDE THE CL OF WHICH IS DESC AS - COM 33 FT S FROM NW COR OF SE 1/4 NW 1/4 TH E 1233.5 FT TH ELY ALONG A 1432.69 FT RAD CURVE LT 495 FT TH N 69D 52D E 472.7 FT TH NELY ALONG A 1432.69 FT RAD CURVE RT 465 FT TO E 1/8 LINE & PT OF ENDING EX THAT PART LYING W OF EXT E LINE OF LOT 72 OF THOMAS WHALEN'S ADD * SEC 11 T6N R12W 78.19 A.

Parcel: 41-17-11-176-005

W 1/2 NW 1/4 EX COM AT NE COR THEREOF TH S 206.25 FT TH W 537 FT TH NLY TO A PT ON N SEC LINE 535 FT W FROM NE COR OF W 1/2 NW 1/4 TH E 535 FT TO BEG & EX COM 431.98 FT 90D 00M 00S E ALONG N SEC LINE FROM NW COR OF SEC TH 90D 00M 00S E ALONG N SEC LINE 291.62 FT TH S 1D 40M 00S E 333.46 FT TH 90D 00M 00S W 291.62 FT TH N 1D 40M 00S W 333.46 FT TO BEG & EX S 420.0 FT OF N 568.65 FT OF W 50.0 FT EX W 40.0 FT OF REMAINDER ALSO N 148.65 FT OF W 40.0 FT OF NW 1/4 ALSO N 3/4 OF N 1/2 NW 1/4 SW 1/4 EXW 41 FT * SEC 11 T6N R12W 87.39 A.

Parcel: 41-17-11-101-012

EXHIBIT C
#3338 – KENT

1. Easement granted to Consumers Power Company dated March 18, 1957 and recorded May 1, 1957 in Liber 1806, Page 199, Kent County Records. (A246061)
2. Easement granted to Consumers Power Company dated February 16, 1978 and recorded June 16, 1978 in Liber 2272, Page 765, Kent County Records. (A189800)
3. Unrecorded license agreement dated July 15, 1977 granted by General Motors Corporation to Consumers Power Company. (A331552)

EXHIBIT D
#3338 - KENT

Electric Restrictions

1. Prior to commencing any excavation or digging on the Right-of-Way, the Utility Communications System (Miss Dig), phone number 811 or (800) 482-7171 shall be contacted in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.
2. Requestor shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, retention pond, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, fence, landscape, engineering works, installation or any other type of structure over, under, or on said Easement area excepting only those explicitly authorized herein.
3. All public roads or private drives must cross at a right angle under the overhead lines, no roundabouts allowed.
4. If parking is proposed, state the type of vehicle and identify all poles/facilities within the area.
5. If underground facilities are proposed, show on drawing within each crossing area the depth, diameter of pipe and the distance from any facilities, and include grading with depth, width, size and type of pipe. No catch basins allowed.
6. No ground cover is to be added or removed within the Company's Right-of-Way excepting only those explicitly authorized herein.
7. No fill shall be placed under any electric line and/or no spoils, even temporary within 20 feet of any tower or pole without Consumers' prior written approval.
8. Any temporary change in grade created by excavation shall be filled and such fill shall be compacted such that no pockets are created and compacted to an extent to not interfere with the ability of Consumers' vehicles to traverse any portion of the within the Company's Right-of-Way.
9. All Grading slope(s) of 1:4 must be maintained within and adjacent to the 15/20 foot no-build easement area.
10. Any permitted fence is required to include gates, a minimum of 14 feet wide, with no center post.
11. If a lock is installed it must be installed in such a way that both parties will have their lock on the gate with assurances that either lock can open the gate itself without eliminating the opportunity for the lock to work for the other. The circle chain system with each party adding their lock on opposite ends of the chain is required (daisy chain.)
12. Trees and Other Vegetation: Wyoming shall not plant any trees within the Easement Area excepting only those explicitly authorized herein.
13. All of these restrictions and recommendations are subject to engineering Standards and NESC or Safety Guidelines.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE TWO AGREEMENTS WITH CONSUMERS ENERGY

WHEREAS:

1. As detailed in the attached staff report, Consumers Energy has provided the Clean Water Plant and Drinking Water Plant with separate agreements to participate in its demand response program through May 31, 2027.
2. It is recommended the City Council accept the agreements.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the agreements with Consumers Energy through May 31, 2027.
2. The City Council authorizes the Mayor and City Clerk to execute the agreements with Consumers Energy.

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:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contracts

Resolution No. _____

STAFF REPORT

Date: September 4, 2024
Subject: Consumers Energy Demand Response Program
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that the Mayor and City Clerk sign the 2025 Emergency Commercial and Industrial Demand Response Customer Agreements for both utility plants between the City of Wyoming and Consumers Energy.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP

DISCUSSION:

Since 2018, both utility plants have actively participated in the Consumers Energy Demand Response Program. This program incentivizes participants with energy rebates for their commitment to reducing electrical grid load during emergency event days. Baseline compensation is determined by the average seasonal kilowatt nomination, with additional earnings possible if Consumers Energy calls for action on an emergency event day.

Since enrolling in the program, the utility plants have received the baseline compensation annually and have been called to participate in only one emergency event day. Baseline compensation for the 2025 Emergency Commercial and Industrial Demand Response Customer Agreement is approximately \$107,500.00 annually for the Water Treatment Plant and \$86,350.00 annually for the Clean Water Plant. If emergency event days are called, each plant will receive \$450/MWh multiplied by the kilowatt nomination and number of event hours.

Participation in the 2025 Emergency Commercial and Industrial Demand Response is projected to save the city approximately \$387,700.00 in electrical costs over the two-year contract period. Utilizing this program is a fiscally responsible decision that positively impacts our budget.

BUDGET IMPACT:

Entering into the 2025 Emergency Commercial and Industrial Demand Response Customer Agreement will result in significant cost savings for both utility plants.



2025 EMERGENCY COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2025
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
CITY OF WYOMING
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

2350 IVANREST AVE SW
(Street & Number)

WYOMING, MI 49418
(City, State & Zip Code)

1. Initial Term:

a. Shall commence on June 1, 2025 and shall run through (select one):

- May 31, 2026 (1 year)**
- May 31, 2027 (2 year)**

2. This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Season(s) Summer (June 1 through August 31) Fall (September 1 through November 30) Winter (December 1-February 28) Spring (March 1 through May 31 (hereinafter referred to as the "Program Seasons"). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.

3. **Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after the final day of each selected Program Season.

4. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business for each Program Season; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.

5. **Monitoring System.** Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

6. **Customer Support Requirements.**

- a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. **Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. **Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

Program Rules. The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

7. The current terms are summarized below:

Program Availability	During the Initial Term, emergency events could be called at any time Monday through Friday between 11 am and 7 pm, excluding holidays as defined in Rule C.14 (c) Holidays Designated by the Company, in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	Emergency Events – Up to five (5) events during the Summer Program Season, up to five (3) ^{THREE (3)} events during the Fall Program Season, up to five (5) events in the Winter Program Season, and up to three (3) events in the Spring Program Season, up to four hours each.
Advanced Notification	Emergency Events – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
Dispatch Readiness Test	After Customer's Energy Reduction Plan(s) has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Season to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).

Online Portal	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.
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8. Customer capacity.

a. Contracted Capacity. For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior consumption data for each Program Season, their Energy Reduction Plan(s) and pre-enrollment load reduction testing.

a. Delivered Capacity.

a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior beginning four hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Season with multiple Emergency Events, the Delivered Capacity will be based on the Customers average event performance during the term of that Program Season.

9. Environmental. In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.

- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

9. Payments to Customer.

- a. **Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$20/kW for the Summer Program Season, \$8/kW for Fall Program Season, \$8/kW for the Winter Program Season, and \$8/kW for the Spring Program Season. For a two (2) year contract, the capacity payment price is \$25/kW for the Summer Program Season, \$9/kW for Fall Program Season, \$9/kW for Winter Program Season, and \$9/kW for Spring Program Season. Delivered Capacity capped at 250% per Program Season as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
- b. **Emergency Event Energy Payments.** In Program Seasons when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$450/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.

10. Payment Timing. After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill or by check. The Emergency Capacity Payment will be made within sixty (60) days after the final day of each selected Program Season.

11. Cancellation. Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the Program Seasons occurring in the next year, if such cancellation or request to amend is submitted to Consumers Energy between October 1 – December 31 of the prior year. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the Program Seasons occurring in the following year. Cancellation requests must be submitted in writing to: ConsumersEnergy.DemandResponseProgram@cmsenergy.com. The customer will be notified by Consumers Energy if they cancel or are removed from the program.

12. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

13. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

14. Additional Terms.

a. Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:

- i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
- ii. shall use the Monitoring System in accordance with all applicable law;
- iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
- iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
- v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.

b. Miscellaneous. Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall

be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CONSUMERS ENERGY COMPANY

CITY OF WYOMING

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date)

(Title)

(Email)

(Mailing Address)

(City, State, Zip)

(Date)

Approved as to form:



Scott G. Smith, City Attorney

**ATTACHMENT A -
CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS**

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand").

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.)
Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.

Attachment B



2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

Company Name:	<u>City of Wyoming</u>
Facility Contact Name:	<u>Clean Water Plant</u>
Address Line 1:	<u>2350 Ivanrest Ave SW</u>
Address Line 2:	<u>Wyoming, MI 49418</u>
Contract Account #:	<u>100000371110</u>
Contract Type:	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
Program Season	<input checked="" type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring
DR Nomination:	<u>1,600 kW</u>
DR Event Procedure:	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Clean Water Plant - backup generation	Migrate all site load to (2) 2,435kW Cummins generators	1,600kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: 07/31/2024

By: Dan Kleinheksel

Attachment B



2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

Company Name:	City of Wyoming _____
Facility Contact Name:	Clean Water Plant _____
Address Line 1:	2350 Ivanrest Ave SW _____
Address Line 2:	Wyoming, MI 49418 _____
Contract Account #:	100000371110 _____
Contract Type:	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
Program Season	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring
DR Nomination:	1,800 kW
DR Event Procedure:	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Clean Water Plant - backup generation	Migrate all site load to (2) 2,435kW Cummins generators	1,800kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: 07/31/2024

By: Dan Kleinheksel

Attachment B



2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

Company Name:	City of Wyoming _____
Facility Contact Name:	Clean Water Plant _____
Address Line 1:	2350 Ivanrest Ave SW _____
Address Line 2:	Wyoming, MI 49418 _____
Contract Account #:	100000371110 _____
Contract Type:	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
Program Season	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Winter <input type="checkbox"/> Spring
DR Nomination:	1,600 kW
DR Event Procedure:	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Clean Water Plant site generation	Migrate all site load to (2) 2,435kW Cummins generators	1,600kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: 07/31/2024

By: Dan Kleinheksel

Attachment B



2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

Company Name:	City of Wyoming _____
Facility Contact Name:	Clean Water Plant _____
Address Line 1:	2350 Ivanrest Ave SW _____
Address Line 2:	Wyoming, MI 49418 _____
Contract Account #:	100000371110 _____
Contract Type:	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
Program Season	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input checked="" type="checkbox"/> Spring
DR Nomination:	1,750 kW
DR Event Procedure:	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Clean Water Plant site generation	Migrate all site load to (2) 2,435kW Cummins generators	1,750kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: 07/31/2024

By: Dan Kleinheksel

Attachment C



PAYMENT INFORMATION

Payment Information

Bill Credit <input checked="" type="checkbox"/> Check <input type="checkbox"/> If Check, please provide mailing address below:
Contact Name:
Site Name:
Address:
City, State, Zip code:



2025 EMERGENCY COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

Customer and Consumers Energy are referred to herein collectively as the "Parties" and each individually as a "Party" to this Agreement.

Effective Date of Agreement: June 1, 2025
(Month/Day/Year)

Company:
CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:
CITY OF WYOMING
(Legal Name)

ONE ENERGY PLAZA
JACKSON MI 49201-2357

16700 NEW HOLLAND ST
(Street & Number)

HOLLAND, MI 49424
(City, State & Zip Code)

1. Initial Term:

a. Shall commence on June 1, 2025 and shall run through (select one):

- May 31, 2026 (1 year)**
- May 31, 2027 (2 year)**

2. This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Season(s) Summer (June 1 through August 31) Fall (September 1 through November 30) Winter (December 1-February 28) Spring (March 1 through May 31 (hereinafter referred to as the "Program Seasons"). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission.

3. **Program Description.** Participants in the Program help reduce peak demand when energy use is the high and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency Capacity Payment for the Delivered Capacity amount specified in this Agreement within sixty (60) days after the final day of each selected Program Season.

4. **Administration Solutions.** Customer agrees to work with Consumers Energy to develop an appropriate energy reduction plan for Customer's business for each Program Season; and (ii) to provide Consumers Energy access and use of contact, billing and energy usage data, and facility information concerning each Site Address (as defined below) ("Customer Data"). Consumers Energy shall manage Customer's curtailable electrical capacity in the Program and upon notification by Consumers Energy and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events"); and enable data transfer, monitoring and reporting of meter data and provide technical assistance, maintenance, repair and hosting of the Monitoring System. In addition, as necessary, Consumers Energy will coordinate with Customer to capture kilowatt-hour ("kWh") pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.

5. Monitoring System. Consumers Energy may equip one or more of Customer facility addresses (each address is referred to as a "Site Address") as identified on the Site Address Attachment attached hereto with the Monitoring System, which includes site devices owned by Consumers Energy that can enable power metering, data collection, near real-time data communication, and Internet-based reporting and analytics. There shall be no cost to the Customer associated with the Monitoring System equipment or installation of the Monitoring System equipment.

6. Customer Support Requirements.

- a. Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.
- b. Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Contracted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.
- c. Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the Monitoring System.
- d. Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

Program Rules. The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. Amendments are mutually agreed between the parties and recorded as an amendment or eliminate "which may be amended from time to time by Consumers Energy".

7. The current terms are summarized below:

Program Availability	During the Initial Term, emergency events could be called at any time Monday through Friday between 11 am and 7 pm, excluding holidays as defined in Rule C.14 (c) Holidays Designated by the Company, in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
Event Frequency and Duration	Emergency Events – Up to five (5) events during the Summer Program Season, up to five (3) ^{three (3)} events during the Fall Program Season, up to five (5) events in the Winter Program Season, and up to three (3) events in the Spring Program Season, up to four hours each.
Advanced Notification	Emergency Events – Customer will receive at least a thirty (30) minute but no more than a six (6) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.
Dispatch Readiness Test	After Customer's Energy Reduction Plan(s) has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
Audit	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Season to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance during the Audit event and the Customers Delivered Capacity (as defined below).

Online Portal	Customer may have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1.
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8. Customer capacity.

a. Contracted Capacity. For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW"). The Contracted Capacity shall be based on an analysis of Customer's prior consumption data for each Program Season, their Energy Reduction Plan(s) and pre-enrollment load reduction testing.

a. Delivered Capacity.

a. For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten-Day Baseline. The Ten-Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. Consumers Energy, at its discretion, can make an adjustment to the baseline determined by the M&V Method of plus or minus 20% based on the energy usage three hours prior beginning four hours prior to the beginning of the Emergency Event. An alternative baseline may be used, so long as it is pre-approved by MISO. If no Emergency Event is called, the Delivered Capacity will revert to the Contracted Capacity for the DR season. In a Program Season with multiple Emergency Events, the Delivered Capacity will be based on the Customers average event performance during the term of that Program Season.

9. Environmental. In order for the engine to be considered an emergency stationary engine under 40 CFR Part 60 Subpart IIII, 40 CFR Part 60 Subpart JJJJ and/or 40 CFR Part 63 Subpart ZZZZ any operation other than emergency operation, maintenance and testing, emergency demand response, and operation in non-emergency situations for up to 50 hours per calendar year, as described in the applicable regulation(s), is prohibited. If Customer does not operate the engine according to these requirements, the engine will not be considered an emergency engine and must meet all requirements for non-emergency engines in the applicable regulations.

Emergency Demand Response Events per this contract are considered non-emergency situations (not to exceed 50 hours per calendar year). Power supplied as part of a financial arrangement with Consumers Energy must meet all of the following conditions:

- a. The engine is dispatched by the local balancing authority or local transmission and distribution system operator.
- b. The dispatch is intended to mitigate local transmission and/or distribution limitations so as to avert potential voltage collapse or line overloads that could lead to the interruption of power supply in a local area or region.
- c. The dispatch follows reliability, emergency operation or similar protocols that follow specific NERC, regional, state, public utility commission or local standards or guidelines.
- d. The power is provided only to the facility itself or to support the local transmission and distribution system.

- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.
- f. The owner or operator (Customer) is responsible for all EPA reporting requirements. Customers who do not comply with EPA reporting may be removed from the program at Consumers Energy's discretion.

9. Payments to Customer.

- a. **Emergency Capacity Payments.** For a single year contract, the capacity payment price is \$20/kW for the Summer Program Season, \$8/kW for Fall Program Season, \$8/kW for the Winter Program Season, and \$8/kW for the Spring Program Season. For a two (2) year contract, the capacity payment price is \$25/kW for the Summer Program Season, \$9/kW for Fall Program Season, \$9/kW for Winter Program Season, and \$9/kW for Spring Program Season. Delivered Capacity capped at 250% per Program Season as defined in section 8(b). Consumers Energy will pay Customer the Capacity Rate multiplied by the Delivered Capacity.
- b. **Emergency Event Energy Payments.** In Program Seasons when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$450/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 8(b) above.

10. Payment Timing. After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill or by check. The Emergency Capacity Payment will be made within sixty (60) days after the final day of each selected Program Season.

11. Cancellation. Customer or Consumers Energy may cancel this Agreement or request to amend nomination(s) for the Program Seasons occurring in the next year, if such cancellation or request to amend is submitted to Consumers Energy between October 1 – December 31 of the prior year. Requests to amend nomination(s) shall be granted at the Company's discretion and shall only apply to the Program Seasons occurring in the following year. Cancellation requests must be submitted in writing to: ConsumersEnergy.DemandResponseProgram@cmsenergy.com. The customer will be notified by Consumers Energy if they cancel or are removed from the program.

12. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 13(a) above, Confidential Information does not include any information that:

- i. is or becomes generally known to the public without breach of any obligation owed to the disclosing Party;
- ii. was known to the receiving Party prior to its disclosure by the disclosing Party without breach of any obligation owed to the disclosing Party;
- iii. is received from a third party without the receiving party having any knowledge of any breach by such third party of any obligation owed to the disclosing Party; or
- iv. was independently developed by the receiving Party without reference to or reliance upon the disclosing Party's Confidential Information.

13. Limitation of Liability. Consumers Energy's and its contractors' and subcontractors' liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000 or the total amounts paid by Consumers Energy under the Agreement, whichever is less. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

14. Additional Terms.

- a. Customer also agrees, with respect to Consumers Energy's management of the Monitoring System, it:
 - i. receives a limited, revocable, non-transferrable and non-exclusive right to use and access during the Term the Monitoring System and shall use the Monitoring System solely for its internal use subject to the terms of the Agreement and not for the benefit of any third party. Except as expressly permitted in the Agreement, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Monitoring System or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise;
 - ii. shall use the Monitoring System in accordance with all applicable law;
 - iii. shall not and shall prohibit causing or permitting, the copying, reverse engineering, disassembly, decompilation or attempting to derive the source code of the Monitoring System, or other intellectual property of Consumers Energy or creation of any derivative work thereof;
 - iv. expressly disclaims any passing of title to the Monitoring System, any trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable material, designs, logos and/or any other intellectual property of Customer;
 - v. shall not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks from the Monitoring System and to use reasonable care to prevent the Monitoring System and Consumers Energy's intellectual property rights contained in the software from damage and unauthorized use.

b. Miscellaneous. Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall

be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

- c. Force Majeure.** The Parties to this Agreement shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure, shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance. A "Force Majeure" shall include any act, event, or occurrence beyond the Party's reasonable control, which the Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, quarantine, blockade, war, insurrection or civil strife or terrorism, provided, however, that Force Majeure shall in no event include (i) failure of Subcontractors or Suppliers to deliver services, materials or components or receipt from any Subcontractor or Supplier of defective services, material or components unless same were themselves caused by a Force Majeure Event; (ii) technological impossibility; (iii) a governmental act or failure to act, or order or injunction, caused by any act or failure to act of the Seller or any Subcontractor or Supplier; (iv) strikes or work stoppages; or (v) inclement weather.
- d. Warranty Limitations.** THE MONITORING SYSTEM (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) AND ALL SERVICES HEREUNDER ARE PROVIDED AS IS BY CONSUMERS ENERGY WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- e. Governing Law; Actions; Etc.:** This Agreement shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Agreement or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

CONSUMERS ENERGY COMPANY

CITY OF WYOMING

(Customer)

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date)

(Title)

(Email)

(Mailing Address)

(City, State, Zip)

(Date)

Approved as to form:



Scott G. Smith, City Attorney

**ATTACHMENT A -
CUSTOMER BASELINE CALCULATIONS AND PERFORMANCE OBLIGATIONS**

"Original Baseline Demand" calculation methodology – for interruptions called on normal business days, calculate an average hourly demand profile based on the demands created during the ten (10) non-interruption business days immediately preceding an interruption notification, excluding Saturday, Sunday and holidays as recognized in the Company's Electric Rate Book ("Normal Baseline Demand").

"Day of Adjustment" calculation methodology - starts at the point of the interruption event and counts back four (4) hours. (For purposes of clarification – for the "Day of Adjustment" calculation **only** the baseline **is** calculated beginning from the start of the interruption event and moving backwards by four (4) hours). The "Original Baseline Demand" will be ADJUSTED up/down on the day of an event by the ratio of (a) the sum of hourly demands for the three (3) hours beginning four (4) hours prior to the interruption event and (b) the sum of those same three hours unadjusted consumption baseline demands. The resultant change to the Original Baseline Demand is limited to +/- 20% of the Original Baseline Demand and is referred to as the "Adjusted Baseline Demand".

Demand Response Enactment Event examples:

*Prior 10 business day/24-hour baseline = 100 kW with a 20 kW Nomination amount (Use this information for all scenarios).

Scenario #1

4 hours prior "Day of Adjustment" = 70 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 70 kW average demand during the 3 hour "Day of Adjustment" period represents a 30% decrease from the Original Baseline Demand, so the Original Baseline Demand will be reduced by only 20%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 80 kW.

To FULLY comply during this event - Load reduction = 80 kW – 20 kW (Nomination) = Customer would need to reduce load to 60 kW to comply at 100%.

Scenario #2

4-hour prior "Day of Adjustment" = 110 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 110 kW average demand during the 3 hour "Day of Adjustment" period represents a 10% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by 10%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 110 kW.

To FULLY comply during this event - Load reduction = 110 kW – 20 kW (Nomination) = Customer would need to reduce load to 90 kW to comply at 100%.

Scenario #3

4-hour prior "Day of Adjustment" = 95 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 95 kW average demand during the 3 hour "Day of Adjustment" period represents a 5% decrease from the Original Baseline Demand, so the Original Baseline Demand will be decreased by 5%, as per the "Baseline" calculation methodology). Adjusted Baseline Demand = 95 kW.

To FULLY comply during this event - Load reduction = 95 kW – 20 kW (Nomination) = Customer would need to reduce load to 75 kW to comply at 100%.

Scenario #4

4-hour prior "Day of Adjustment" = 125 kW average demand for the 3 hours.

What is the Adjusted Baseline Demand to reduce power against = (The 125 kW average demand during the 3 hour "Day of Adjustment" period represents a 25% increase from the Original Baseline Demand, so the Original Baseline Demand will be increased by only 20%, as per the "Baseline" calculation methodology.)
Adjusted Baseline Demand = 120 kW.

To FULLY comply during this event - Load reduction = 120 kW – 20 kW (Nomination) = Customer would need to reduce load to 100 kW to comply at 100%.

Attachment B



2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

Company Name:	<u>City of Wyoming</u>
Facility Contact Name:	<u>Water Filtration Plant</u>
Address Line 1:	<u>16700 New Holland St</u>
Address Line 2:	<u>Holland, MI 49424</u>
Contract Account #:	<u>100000209542</u>
Contract Type:	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
Program Season	<input checked="" type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> Spring
DR Nomination:	<u>2,500 kW</u>
DR Event Procedure:	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Water Filtration Plant – Back up generation	Migrate all site load to (2) 2,500kVA Caterpillar generators	2,500kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: 07/31/2024

By: Dan Kleinheksel

Attachment B



2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

Company Name:	City of Wyoming _____
Facility Contact Name:	Water Filtration Plant _____
Address Line 1:	16700 New Holland St _____
Address Line 2:	Holland, MI 49424 _____
Contract Account #:	100000209542 _____
Contract Type:	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
Program Season	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Winter <input checked="" type="checkbox"/> Spring
DR Nomination:	1,800 kW
DR Event Procedure:	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Water Filtration Plant - Back up generation	Migrate all site load to (2) 2,500kVA Caterpillar generators	1,800kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: 07/31/2024

By: Dan Kleinheksel

Attachment B



2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

Company Name:	City of Wyoming _____
Facility Contact Name:	Water Filtration Plant _____
Address Line 1:	16700 New Holland St _____
Address Line 2:	Holland, MI 49424 _____
Contract Account #:	100000209542 _____
Contract Type:	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
Program Season	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Winter <input type="checkbox"/> Spring
DR Nomination:	1,600 kW
DR Event Procedure:	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Water Filtration Plant – Back up generation	Migrate all site load to (2) 2,500kVA Caterpillar generators	1,600kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: 07/31/2024

By: Dan Kleinheksel

Attachment B



2025 CONSUMERS ENERGY DEMAND RESPONSE ENERGY REDUCTION PLAN

Company Name:	City of Wyoming _____
Facility Contact Name:	Water Filtration Plant _____
Address Line 1:	16700 New Holland St _____
Address Line 2:	Holland, MI 49424 _____
Contract Account #:	100000209542 _____
Contract Type:	<input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Emergency with Generator
Program Season	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input checked="" type="checkbox"/> Spring
DR Nomination:	1,600 kW
DR Event Procedure:	Consumers Energy will notify you that a DR event has been dispatched. Confirm phone, e-mail, and/or text notifications sent by Consumers Energy. Manually shut down the following equipment by the time the DR event begins. If applicable, turn on generator and transfer specified building load to the generator.

Equipment	Shutdown Procedure	Load Reduction (kW)
Water Filtration Plant – Back up generation	Migrate all site load to (2) 2,500kVA Caterpillar generators	1,600kW

Equipment	Shutdown Procedure	Load Reduction (kW)
TOTAL kW's		

Did the customer participate in DR in previous seasons? If so, what was their nomination and how did they perform? Other comments: _____

Date Completed: 07/31/2024

By: Dan Kleinheksel

Attachment C



PAYMENT INFORMATION

Payment Information

Bill Credit <input checked="" type="checkbox"/> Check <input type="checkbox"/> If Check, please provide mailing address below:
Contact Name:
Site Name:
Address:
City, State, Zip code:

RESOLUTION NO. _____

RESOLUTION TO AUTHROIZE THE MAYOR AND CITY CLERK TO EXECUTE A
LEASE AGREEMENT WITH THE GRAND RAPIDS RIFLE AND PISTOL CLUB

WHEREAS:

1. The Grand Rapids Rifle and Pistol Club currently has a lease on the property located at 1331 Nagel S.W., Wyoming, Michigan, 49509; and
2. Said lease expires on September 19, 2024; and
3. The Grand Rapids Rifle and Pistol Club has requested an extension of said lease for three years; and
4. A Lease Agreement has been prepared providing for the Lease payments and other terms and conditions of said Lease from September 20, 2024 through September 19, 2027.

NOW THEREOFRE BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement with the Grand Rapids Rifle and Pistol Club.

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:

Kelli A. VandenBerg
Wyoming City Clerk

ATTACHMENT:

Lease Agreement

Resolution No. _____

Staff Report

Date: September 10, 2024
Subject: Renewal of Grand Rapids Rifle and Pistol Club Lease
From: Krashawn Martin, Director of Parks and Recreation
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended City Council approve the renewal of lease of property within Marquette Park to the Grand Rapids Rifle and Pistol Club for three (3) years ending September 19, 2027.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
 - Goal 3 – Enhance community engagement and recreational opportunities for our residents.

DISCUSSION:

The club's purpose is to encourage rifle and pistol shooting; to foster and encourage safe and responsible gun use and ownership through education and otherwise; to provide areas and ranges for the shooting sports; to foster the development of those characteristics of honesty, good fellowship, self-discipline, team play and self-reliance.

The club supports programs for area veterans, students at Grand Valley State University, and more. Their programs provide unique services to the City of Wyoming and the greater Grand Rapids area contributing to our overall economic vitality.

The City of Wyoming has maintained a lease relationship with the Grand Rapids Rifle and Pistol Club since 1956. The current lease expires September 19, 2024. The proposed lease is for three (3) years. The execution of this lease maintains a relationship of over 60 years ensuring expanded gun safety and leisure programming for residents.

BUDGET IMPACT:

The current year value is \$1,537.74. This revenue was planned for in the Parks and Recreation Department fund FY 2024 budget as approved by City Council.

Attachment:
Contract

CITY of WYOMING

LEASE

This Lease made as of September 18, 2024, between the City of Wyoming, a Michigan municipal corporation of 1155 - 28th St SW, PO Box 905, Wyoming, MI 49509-0905 (“**City**”) and the Grand Rapids Rifle and Pistol Club, a Michigan non-profit corporation, of 1331 Nagel Ave SW, Wyoming, MI 49509, (“**Club**”).

RECITALS

A. City owns the real property located within its Marquette Park at 1331 Nagel Ave SW, more fully described as follows (the “**Premises**”).

Part of the NW 1/4, Section 2, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the NW corner of Nagel and Marquette Streets; thence North 692 feet along the West line of Nagel Street; thence West 160 feet to the point of beginning; thence South 89°03' West, 200 feet; thence South 150 feet; thence East 200 feet; thence North 150 feet more or less to the point of beginning.

B. Club supports competitive and recreational rifle and pistol shooting and safe and responsible gun use and ownership. Membership is open to all citizens or residents of the United States, who are of good repute, regardless of age, skill level, or physical ability. The club regularly hosts shooting competitions, shooting practice, educational programming, concealed pistol license classes, and other special events. The club is affiliated with, and hosts events in connection with, the American Legion Junior Shooting Sports Program, Civilian Marksmanship Program (CMP), Grand Valley State University Rifle & Pistol Club, Michigan 4-H Shooting Sports program, Michigan Veteran Home at Grand Rapids, Michigan Rifle & Pistol Association (MRPA), Midway USA Foundation, National Rifle Association (NRA), West Michigan Pistol League, West Michigan Sports Commission, and USA Shooting (USAS).

C. Club built and has continuously maintained the structures and other improvements on the Premises and has occupied the Premises continuously since doing so.

TERMS AND CONDITIONS

1. Demise. City leases the Premises to Club and Club leases the Premises from City in accordance with the terms of this Lease.

2. Term. The term of this Lease is 3 years beginning at 12:00 a.m., September 20, 2024, and ending 11:59 p.m. September 19, 2027 (the “**Term**”).

3. Rent. Rent for the Premises will be determined and must be paid by Club to the City Treasurer at the above address for the City as follows:

A. Rent for the first year of the Term (September 20, 2024, to September 19, 2025) will be \$1,537.74 One-half that amount (\$768.87) must be paid by September 20, 2024. The remaining one-half of that amount (\$768.87) must be paid by March 20, 2025.

B. Rent for the first year of the Term (September 20, 2025, to September 19, 2026) will be \$1,583.87 One-half that amount (\$791.93) must be paid by September 20, 2025. The remaining one-half of that amount (\$791.94) must be paid by March 20, 2026.

C. Rent for the first year of the Term (September 20, 2026, to September 19, 2027) will be \$1,631.24 One-half that amount (\$815.62) must be paid by September 20, 2026. The remaining one-half of that amount (\$815.62) must be paid by March 20, 2027.

4. Use of Premises. Club will have exclusive use of the Premises and all structures and other improvements on the Premises, subject to other terms of this Lease.

A. All use of the Premises and all persons while on the Premises must comply with all applicable laws, rules, regulations, ordinances, orders of courts or officials of competent jurisdiction, and City policies.

B. The Premises shall be used as an indoor rifle and/or pistol range (for BB guns, air rifles, air pistols, handguns, and rimfire rifles; but not centerfire rifles, muzzleloaders, or shotguns) including activities as described in Recital B with associated club room, office, and restroom use. Any other use will require City's prior written approval.

C. Club will have the right of ingress and egress to the Premises from Nagel Ave SW. City may use the access road and parking area for patrons of Marquette Park and Kimble Field. Club will identify parking areas reserved for Club's exclusive use.

D. Club must not bring onto, use, store or release any hazardous or toxic substances or materials on the Premises except (i) limited quantities of substances reasonably needed to clean and maintain guns used on the Premises, (ii) limited quantities of cleaning supplies, paint and similar materials reasonably needed to maintain the Premises, and (iii) other materials or substances as first permitted in writing by City. Club will be responsible for the release of any hazardous or toxic substance or material on the Premises during the Term or any prior lease term and for actions required under state or federal laws, rules, or regulations or orders of any state or federal agency as a result of that release.

NOTE - This clause shall not limit or impede the club from safely bringing onto, using, storing, or releasing lead bullets or ammunition at the premises.

E. Marijuana, marijuana-infused products, marihuana concentrate or marihuana accessories, as defined in chapter 50 of City's Code of Ordinances must not be possessed, used, transported, stored, delivered, or sold on the Premises by any person.

F. Alcoholic liquor as defined in the Michigan liquor control act, 1998 PA 58, MCL 436.1101 *et seq.*, must not be possessed, consumed, used, transported, stored, delivered, or sold on the Premises by any person.

G. Smoking and vaping are prohibited on the Premises except tobacco smoking or vaping in areas of the Premises that City and Club may agree are acceptable for tobacco smoking.

5. Club Responsibilities. Club will be responsible for the following:

A. Except as otherwise provided in this Lease, Club must maintain and repair the Premises and all structures and other improvements on the Premises. The Premises and all improvements must be maintained to the same general level as Club has previously maintained them, consistent with the level of maintenance and repair and general conditions of Marquette Park.

1. City will maintain the lawn areas on the Premises as City deems necessary and appropriate.

2. City will maintain the grade and pavement of the access road and parking area as City deems necessary and appropriate.

B. Club will be responsible for all snowplowing of the access road to the structures on the Premises and adjacent parking areas.

C. Club must pay all bills for utility services to the Premises, including but not limited to natural gas, electric, water, sanitary sewer, cable, broadband or other internet, telephone or other service to the Premises before the date on which they can no longer be paid without interest, penalty, late payment fee, or threat of shut-off or discontinuance.

D. No additions, alterations, modifications or improvements will be constructed or installed on any building, structure or other improvement on the Premises that exceed \$5,000 in value without City's prior written approval. All additions, alterations, modifications or improvements will comply with applicable construction codes, including the obtaining any required permits and inspections. The City will not unreasonably withhold approval.

E. Club must not discriminate against an (i) employee, (ii) applicant for employment, (iii) member, (iv) applicant for membership, or (v) member of the public with respect to (a) hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, (b) Club membership or service as a Club director or officer, or (c) access to or use of any part of the Premises because of race, color, religion, national origin, age (except for those who are minors), sex, sexual orientation, gender identity or expression, height, weight, marital status, mental or physical disability, or any other reason prohibited by

law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, or any other applicable state or federal statute, rule or regulation.

F. Club and its directors, members, officers and employees have not engaged in and must refrain from: (i) holding or acquiring an interest conflicting with this Lease; (ii) engaging in an act creating an appearance of impropriety regarding this Lease; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, except its employees and consultants, any consideration contingent upon this Lease. No Club director, officer, member, or employee is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed City officer or board/commission member except as already disclosed in writing to City. Club will immediately notify City of any change in these standards.

G. If due to this Lease or Club's occupancy or use of the Premises, the Premises, any part of the Premises or any property on or within the Premises, is subject to real or personal property taxes or payments in lieu of real or personal property taxes, such as the lessee/user tax (e.g., under MCL 211.181 *et seq.*), Club must pay all amounts due.

H. Club must always maintain its non-profit status under Michigan law.

6. Risk Allocation.

A. City (defined for all purposes of this section of this Lease to include City officers, employees and volunteers) has no responsibility to insure the Premises or any buildings, structures or other improvements on or to the Premises or any personal property in or on the Premises for any liability or any casualty or other loss. City has no responsibility to insure Club, Clubs directors or officers, Club's employees or volunteers, or Club's members for any liability or loss.

B. Club is solely responsible for the acts, omissions and statements of Club, Club's directors and officers, Club's employees and volunteers, Club's members, and any persons on the Premises due to Club or Club's activities.

C. Club will hold City harmless from, indemnify City for, and defend City against any demand, claim, lawsuit, arbitration, administrative proceeding, or any loss due to Club's occupancy or use of or activities on the Premises, except as wholly caused by the City's negligence or wrongdoing.

D. Club shall obtain and maintain insurance meeting the following requirements.

1. Fire, casualty, and extended coverage insurance on the building or structure erected on the Premises. In addition, Club must maintain debris removal insurance coverage in an amount equal to 25% of the insured value of the buildings and structures on the Premises in a form approved by City's attorney.

2. General liability insurance in a minimum coverage amount of \$2,000,000 per occurrence.

3. All insurance must carry an endorsement stating the following shall be additional insureds: (i) City of Wyoming, (ii) all elected and appointed City officers, (iii) all City employees, volunteers, and agents, (iv) all City boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

4. Coverage afforded as an additional insured must be primary and any insurance City may have in effect shall be considered secondary and/or excess.

5. At the beginning of the term and annually thereafter or upon any change to coverage, Club must provide City copies of all certificates of insurance and endorsements showing the coverage to be in place and, if requested, copies of the applicable insurance policies.

6. The insurance must show City as a certificate holder to be notified not less than 30 days before any termination or material change in any policy or coverage.

7. Termination.

A. This Lease will terminate when any of the following occurs:

1. The expiration of the Term;

2. Club's voluntary surrender of the Premises; or

3. Club's failure to comply with any of the terms and conditions of this Lease. City must notify in writing of the noncompliance and, except for (i) repeated failure to comply with any term, (ii) noncompliance with a term for which corrective action is not reasonably possible, (iii) noncompliance with a term that could subject City to liability or a criminal or administrative proceeding, Club will have 30 days to correct said that noncompliance. If the noncompliance puts persons or property at imminent risk of injury, damage or loss, City may take corrective action and bill Club for City's costs (including, any payments made by City and costs of any personnel or in-kind services by City) to do so. Club must pay such costs within 30 days of the date of City's invoice to Club for those costs.

B. Upon termination, Club may remove from the Premises all Club's furniture, equipment and other property specifically related to Club's activities on the premises (except fixtures, e.g., lighting fixtures, HVAC, water heater, plumbing, etc.).

C. Upon termination of this lease by Club's voluntary surrender of the Premises or due to Club's noncompliance with a term of this Lease the building, structures and other improvements on the Premises will be City property and Club will cooperate in providing documents reasonably needed to confirm this status.

D. Upon termination of this Lease by expiration of the Term, City will pay Club the fair market value of the buildings and/or improvements which Club constructed, installed or made upon the Premises and Club will convey them to City. If City and Club cannot agree on the fair market value, the parties shall select an appraiser qualified to appraise commercial property in Michigan to appraise the premises or the building and/or improvements to set a fair market value. If the parties cannot agree upon the selection of an appraiser, they will each select an appraiser and those two appraisers will select a third appraiser for the appraisal. The sale or purchase of any improvements under this subsection shall be subject to the requirements of the Wyoming City Charter.

8. Non-Assignable. Club may not assign this Lease or any of Club's rights or obligations under this Lease without City's prior written consent.

9. Sale of Premises. If City decides to sell the Premises, Club will have the first option to purchase the Premises at a fair market value determined by an appraisal as described in subsection 7.D. That option must be exercised within 60 days after receipt of a notice of City's intent to sell the Premises.

10. Notices. All notices required under this Lease must be given either in person or by first class mail, postage prepaid, to the required post office address of the respective parties. Notices to Lessor shall be sent to: City Manager, City of Wyoming, 1155 - 28th St SW, PO Box 905, Wyoming, MI 49509-0905. Notices to Club shall be sent to: Grand Rapids Rifle and Pistol Club, PO Box 9462, Wyoming, MI 49509-9462. Alternatively, notices may be sent electronically by e-mail to an e-mail address provided by City and an e-mail address provided by Club. Electronically sent notices will be made when receipt is acknowledged by the recipient.

11. General Provisions.

A. Reference to any City or Club officer, employee or group of officers or employees by position includes that officer's, employee's or group's superiors and designees. Any designees shall be designated in writing.

B. This Lease is the entire agreement between the parties regarding to its subject matter. This Lease may not be amended or modified except in writing signed by both parties. It will not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. The captions are for reference only and will not affect the interpretation of this Lease, but the recitals are an integral part of this Lease. This Lease was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.


C. To the extent permitted by law, the jurisdiction and venue for any action brought under this Lease shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate and litigate that claim.

Authorized representatives of the parties have signed this Contract as of the date first written above.

CITY OF WYOMING

GRAND RAPIDS RIFLE AND PISTOL CLUB

By: _____
Kent Vanderwood, Mayor

By:  _____
Cameron Zwart, President

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Leroy McCormick, Secretary/Treasurer

Date signed: _____, 2024

Date signed: Sept. 11, 2024

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE INFORMATION TECHNOLOGY IMPROVEMENT PLAN

WHEREAS:

1. As detailed in the attached staff report and memo, it is recommended City Council approve the information technology improvement plan in the total amount not to exceed \$587,145.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the information technology improvement plan.
2. The City Council accepts the contract from Dewpoint.
3. The City Council approves the attached budget amendment.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
IT Improvement Plan
Contract
Budget Amendment

Resolution No. _____

STAFF REPORT

Date: September 10, 2024
Subject: FY2025 IT Department Improvement Plan
From: Paul Gerndt, Director of Information Technology
CC: Patrick Waterman, Deputy City Manager
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that City Council approve the FY2025 IT Department Improvement Plan: to authorize the addition of two (2) IT Specialist positions; upgrade the vacant part-time IT Office Specialist position to full-time Office Specialist II; increase the FY2025 IT budget authorization by \$587,145; and authorize the Mayor and City Clerk to acknowledge acceptance of a contract from Dewpoint for IT consulting services.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - Goal 2 – Enhance the efficiency and effectiveness of City operations and services.
 - Objective 1 – Complete an efficiency audit/staffing level assessment.
 - Task 1 – Conduct Organizational Assessment of IT Department
 - Step 2 – Review findings/implement recommendations where feasible and as applicable
 - Goal 4 – Attract, train, and retain talented workforce.
 - Objective 3 – Assess/improve staff technology competence

DISCUSSION:

The Information Technology (IT) Department hired Dewpoint in January 2024, to perform an IT organizational assessment. The assessment resulted in several findings and recommendations that were presented to City Council on June 17, 2024.

Staff developed a proposed departmental improvement plan to implement a subset of Dewpoint's recommendations. These recommendations were presented to City Council at a work session on September 9. Detailed recommendations and rationale are discussed in the attached improvement plan. In summary, the plan recommends the following actions:

- Increase IT staffing by 2.5 FTEs, by adding two IT Specialists and upgrading the vacant part-time Office Specialist position to that of full-time Office Specialist II.
- Accept a proposal from Dewpoint in the amount of \$218,400 to implement and coach IT staff on practices around project management, organizational change management, and the Information Technology Infrastructure Library (ITIL) framework and evaluate the city's Microsoft 365 (M365) tenant configuration to ensure best practices are followed for optimal security and functionality.
- Select and implement a new helpdesk ticketing solution.
- Select and implement new computer deployment tools.
- Increase staff training to address a gap in required skills.
- Allow for staff augmentation through outside IT consultants to provide immediate support and skills until internal capabilities are achieved.

Expected results of the improvement plan are increased customer satisfaction levels by City departments, improvements in the efficiency of and effectiveness of IT Department staff, improvements in staff recruitment and retention, improvements in IT Department succession plan.

BUDGET IMPACT:

The total first year cost of the plan is \$774,145, of which \$187,000 was planned for and approved in the FY2024 budget. The remaining \$587,145 will require the attached budget amendment.

Attachment:

- FY2025 IT Department Improvement Plan
- Dewpoint Contract
- Budget amendment

TO: Wyoming City Council
Date: September 4, 2024
Subject: IT Department Improvement Plan
From: Paul Gerndt, Director of Information Technology
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager

The content of this memo was shared previously and discussed on August 29 with Councilmembers Postema, Arnoys and DeKryger.

Background

As you may be aware, the Information Technology (IT) department is considered an internal service department, meaning its primary function is to directly support other City departments in their use of technology, which in turn directly benefits the residents we serve. In the last 16 years, staffing levels in the IT department have varied between 14.5 at its highest level in 2008 and the current low point of 8 staff. In 2008, there were 11 technical staff in the department, a part-time Office Specialist, and three IT staff embedded in the water and sewer utilities. As the economy worsened over the next ten years, IT staffing declined, as the utilities IT staff and IT administrators retired and were not replaced. However, as the economic conditions improved and the City's population grew, IT staffing levels remained stagnant while the demand for public services (and the complexity of how services are provided) increased. In response, City departments made significant investments in technology to improve efficiencies and meet these growing demands. It is the responsibility of the IT Department to research, install, train, maintain and support these ever-evolving technologies.

A result of these developments is that the current Information Technology department is often overwhelmed with work and unable to adequately meet the needs of the City departments it supports. The FY2024 Information Technology budget request included the addition of two staff to improve our ability to support the increasing number of users and the technology they use. The City Manager's office directed that a study of the IT department be conducted to determine, among other things, the level and structure of staffing appropriate for a city of Wyoming's size and complexity.

Dewpoint conducted an organizational assessment of the Information Technology Department in 2024. The report of findings and recommendations presented to City Council on June 17, 2024, was used to develop this plan which is expected to have the following outcomes:

- Improve the efficiency and effectiveness of the Information Technology Department.
- Strengthen the relationship between Information Technology and other departments.
- Improve the ability of Information Technology to attract and retain qualified staff.
- Enable capacity and promote an environment to foster innovation within Information Technology.
- Improve Information Technology’s ability to maintain services to internal departments through turnover of key staff.
- Improve Information Technology’s customer satisfaction (CSAT) ratings received from internal departments.

Alignment with Strategic Plan

The Information Technology Assessment project was highlighted as a top priority in the 2024 Wyoming City Council Strategic Plan. These recommendations are based on findings of the assessment and serve to advance key objectives of the strategic plan, including:

- PILLAR 1 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.
 - GOAL 4 – Attract, train, and retain talented workforce.

This memo outlines the 2024 IT Department Improvement Plan and the budget authority required to fund the recommendations. In summary, I recommend:

- Add 2.5 full-time equivalent (FTE) staff,
- Add approximately 2 FTEs of contracted staff,
- Seek consulting services to implement project and change management practices,
- Seek consulting services to implement the IT Infrastructure Library (ITIL) framework,
- Seek consulting services to validate the City’s Microsoft 365 tenant configuration,
- Replace the IT ticketing and computer deployment solutions, and
- Increase staff training to reduce the reliance on third party services.

The timeline at the end of this memo provides a high-level overview of the timing of activities in this plan. Some of Dewpoint’s recommendations were anticipated by Information Technology prior to commencement of the study or learned prior to the release of the final report. As such, some recommended actions have already started. The following text describes in more detail our plan to implement most recommendations found in the report.

Staffing Initiatives

To meet current workloads and improve service to departments, Dewpoint recommends the addition of 4.5 to 5 FTEs in various roles, made up of direct hires and third-party contracts.

I am requesting the addition of 2 staff, conversion of a part-time office specialist to full time, and contracted services equivalent to 2 FTEs.

One staff member will be added to stabilize application support and improve our ability to help departments leverage existing technology investments, such as Microsoft 365 applications (like MS-Teams and SharePoint), and OnBase document management and workflows. The application area is currently supported by a single individual which causes reduced service levels when he takes leave. His separation of employment is of particular concern. The staff addition will provide resilience, improve service levels, and address succession concerns for the support of the city's critical enterprise applications.

The second staff member will be focused on digital workplace services. This function serves to improve service delivery through ITSM implementation and will restore the department's capacity to guide city departments in the selection, implementation and support of appropriate technologies to meet operational needs and strategic objectives. This critical function will help to ensure interoperability of disparate departmental systems and processes.

The final half-FTE is recommended to upgrade our vacant Part-time Office Specialist I position to a Full-time Office Specialist II. Our Part-time Office Specialist left employment at the city at the end of June. Based upon my assessment of our needs, the non-technical clerical tasks currently performed by myself, the IT Supervisor, and technical staff, a full-time Office Specialist would benefit the department significantly. Prominent duties of the position include:

- Obtain competitive quotes from vendors
- Manage hardware and software maintenance and license agreement renewals
- Enter purchase orders
- Enter and scan invoices for payment (70 per month)
- Track monthly receipt and processing of 30 AT&T invoices per month
- Asset management, including assignment of asset numbers, tracking and reporting to Accounting, location tracking, and processing for disposal at auction.
- Administer user records in the KnowBe4 security awareness platform
- Administer the Smarsh SMS Archiving platform
- Cell phone administration (place orders, number assignments and transfers)
- General office duties (maintain supplies, toner cartridge recycling, etc.)
- Assist answering the help desk phone
- Budget tracking
- Research projects as directed by department administrators
- Prepare correspondence such as memorandums and staff reports
- Coordinate meetings
- Prepare and enter payroll

The Finance Department provided a cost of \$70,015 to upgrade the Part-time OS I to a Full-time OS II for the remainder of the fiscal year. We will have an unused amount of \$22,000 in our temporary salaries account so the net budget impact will be approximately \$50,000 this year.

Prior to starting the recruitment process, existing roles will be formally defined to align more closely to specific IT disciplines (applications, networking, cybersecurity, desktop support, etc.). Existing staff will be evaluated to determine if a suitable candidate desires to move into that role. Staff will then be added to the Information Technology roster to fill the vacancies that remain.

Contracted Temporary Staffing

An RFP is planned for the second quarter of the fiscal year to establish a contract for third-party services. Contractors would be used to meet peaks in demand that would otherwise outpace the department’s capacity, to assist with large projects, or to obtain skillsets not currently possessed by IT staff. Using Dewpoint’s estimate of third-party FTE requirements, market rates available through the State of Michigan Master Computing Agreement (Mi-DEAL) catalog and other publicly available sources, it is estimated that maximum utilization of third-party staffing could cost up to \$500,000 annually. Publicly available rates for common job titles and estimated needs are shown in the table below.

Third Party Contractual Services Estimate (annual)

<u>Job Function / Title</u>	<u>FTEs</u>	<u>Equivalent Hours</u>	<u>Avg Rate/Hr.</u>	<u>Estimated Cost</u>
Service Desk Specialist Used during peak activity, help users resolve their issues with computer hardware and software	0.3	592.8	\$ 75	\$ 44,460
Cybersecurity Analyst On projects such as network expansion or upgrades, design and implement systems and processes intended to keep electronic information private and secure	0.1	197.6	\$ 150	29,640
Network Engineer On projects such as micro-segmenting a network, develop and support the networks used by businesses and organizations	0.3	592.8	\$ 160	94,848
M365 Administrator Used while internal skillsets are developed, overseeing the user experience, ensures seamless access to tools and applications, and addresses any issues that arise within the platform	0.4	790.4	\$ 125	98,800
IT Governance Roles Until internal capabilities are established, fulfill strategic roles such as Chief Information Security Officer (CISO), Chief Technology Officer (CTO), and Enterprise Architect	0.4	790.4	\$ 150	118,560
Application Developer On projects or to fill skill gaps, designs, creates, deploys and updates programs	0.5	988.0	\$ 110	108,680

Estimated Total	2.0	3,952.0	\$ 494,988
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Approximately \$150,000 is included in the current Information technology budget for professional services, and utilization of additional contracted services is expected to begin nearly mid-way through the fiscal year; therefore, a request of \$100,000 is a reasonable estimate of the additional needs for first year of the plan. Approximately \$500,000 is the expected need in year two, with diminishing needs in future years due to skills development and process improvement. A chart later in this report provides a forecast of the anticipated budget impact resulting from these recommendations.

Consulting Services

A partnership is recommended to provide training and coaching to IT administration and staff related to IT governance, organizational change management (OCM), project management, IT service management (ITSM) and information technology infrastructure library (ITIL) practices.

A proposal and contract from Dewpoint for these services is attached. Dewpoint has spent three months during the assessment process engaged with the Information Technology department and has a baseline understanding of our maturity in these areas. Use of a different vendor would require significant time, effort, and related expense to reach the same level of familiarity.

A minor component of the Dewpoint proposal is an assessment of the configuration of our Microsoft 365 tenant. We requested this service to ensure that we have configured the myriad security and functionality settings according to best practices to ensure the safety and security of the data stored within the Microsoft cloud. After completion of the assessment and any recommended corrective actions, we will be able to promote wider use of tools to increase efficiency and effectiveness of operations throughout the enterprise.

The cost associated with the proposed engagement with Dewpoint is \$218,400.

IT Ticketing and Computer Deployment Solutions

Dewpoint recommends upgrades to primary tools used by Information Technology to manage the delivery of services. Information Technology has evaluated leading IT service management (ITSM) solutions to identify the one best suited to meet the needs of the department. City Council approved acquisition of the TeamDynamix solution at their meeting on August 5, 2024. We are already working with the vendor to schedule the implementation of this critical tool. Thank you for your support.

Information Technology acquired in 2022 a low-cost system for configuration and deployment of desktop computers. Due to staff time constraints, the system has not been fully implemented and its ability to meet the department's needs is not completely known. The department will complete implementation of the current system and determine if a more effective solution is needed. Funding for a different solution was approved in the department's FY2025 budget; therefore, additional funding is not requested at this time.

Staff Training

Staff training to build proficiency in M365, ITIL, IT Service Management and other technical skills is recommended by Dewpoint and acknowledged by staff. Third party services as outlined above will be used to fill the gap while internal skills are developed through recruitment and training activities. Training opportunities are available through several avenues ranging from self-paced free resources to instructor led classroom settings. Certifications, such as Microsoft Teams Associate, are already established as requirements for new staff. Education plans are currently being created for existing staff. It is estimated that approximately \$50,000 will be required to provide the necessary training to improve staff proficiency.

Service Delivery

Improvements to IT service delivery are already underway. Prerequisite to implementing the new IT Service Management solution, we are documenting the IT service portfolio (services that departments have historically relied on IT to provide), and the IT Service Catalog (list of services IT is committed to provide currently) and the service level objectives we are committed to delivering. The service catalog also documents the roles and responsibilities involved in delivering each service. This information will be used to formalize staff roles and more closely align staff to delivery of specific services.

We plan to implement short ticket closure surveys (a TeamDynamix feature) that will allow departments an opportunity to rate the service they receive for each service instance. Anomalous ratings will be addressed in real-time by an IT administrator.

We will also develop a biannual customer satisfaction survey to measure changes in customer satisfaction. Ratings from the biannual survey will reflect the overall effectiveness of changes implemented in response to the IT organizational assessment. There is no direct cost attributable to this change.

In Q3 of fiscal 2025, we will implement business relationship liaison (BRL) roles for each department. A senior staff member or administrator from information technology will be assigned as a resource for one or more departments. This effort will be coordinated with the start of the annual budget preparation process and is intended to increase IT awareness of departmental needs and initiatives. There is no direct cost related to this change.

In early 2025, with assistance from Dewpoint, and after the implementation of organizational change management practices within Information Technology, we will implement the same OCM strategy with departments.

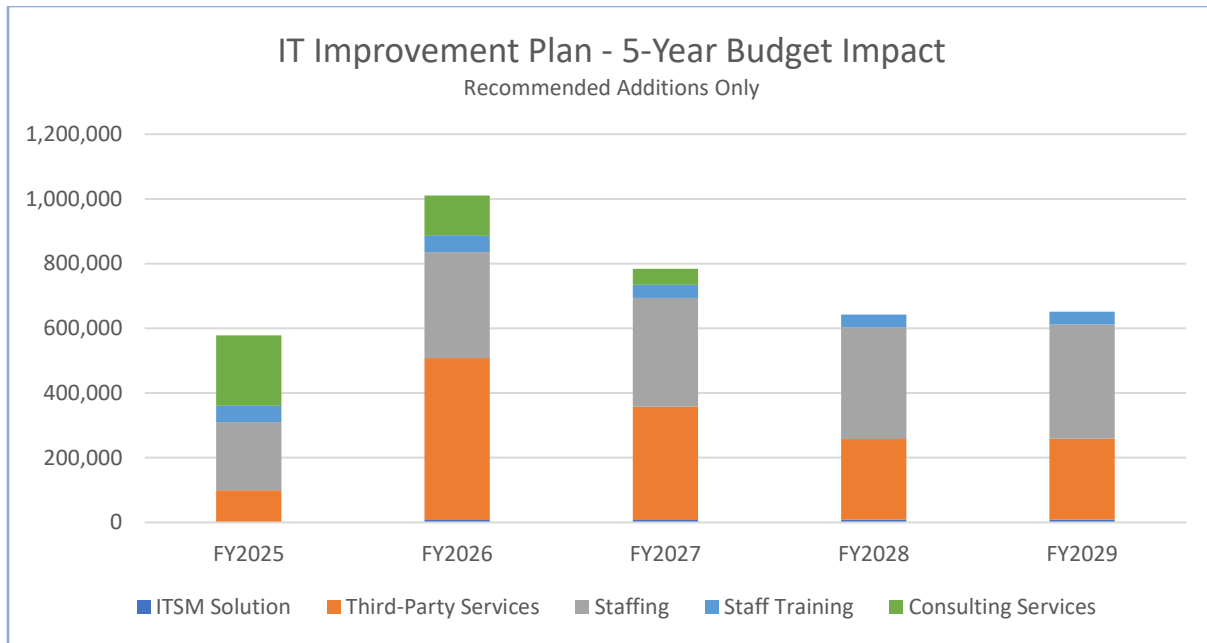
Budget Impact

It is my recommendation to increase the Information Technology Budget authorization by \$587,145 for the current fiscal year.

The table and companion chart on the next page shows a five-year estimate of budget impact from these recommendations. The second year of the plan has the highest anticipated cost as we expect significant use of contracted services throughout the full year. As staff proficiency and efficiency are realized, we expect a reduction in reliance on contracted services. That said,

some reliance on contracted services is expected to remain indefinitely to address workload surges that outpace the department’s capacity.

I expect the need for significant consulting services to end in the third year of this plan.



ITEM	Year 1	Year 2	Year 3	Year 4	Year 5
ITSM Solution	\$ 15,000	\$ 7,725	\$ 7,957	\$ 8,196	\$ 8,442
Third-Party Services	\$ 250,000	\$ 500,000	\$ 350,000	\$ 250,000	\$ 250,000
Staffing	\$ 232,305	\$ 286,698	\$ 293,866	\$ 301,212	\$ 308,743
Technology for Staff	\$ 8,440	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ 50,000	\$ 50,000	\$ 40,000	\$ 40,000	\$ 40,000
Consulting Services	\$ 218,400	\$ 125,000	\$ 50,000	\$ -	\$ -
SUBTOTAL	\$ 774,145	\$ 969,423	\$ 741,823	\$ 599,408	\$ 607,185
- Current Budget	\$ 187,000	\$ -			
Budget Impact	\$ 587,145	\$ 969,423	\$ 741,823	\$ 599,408	\$ 607,185

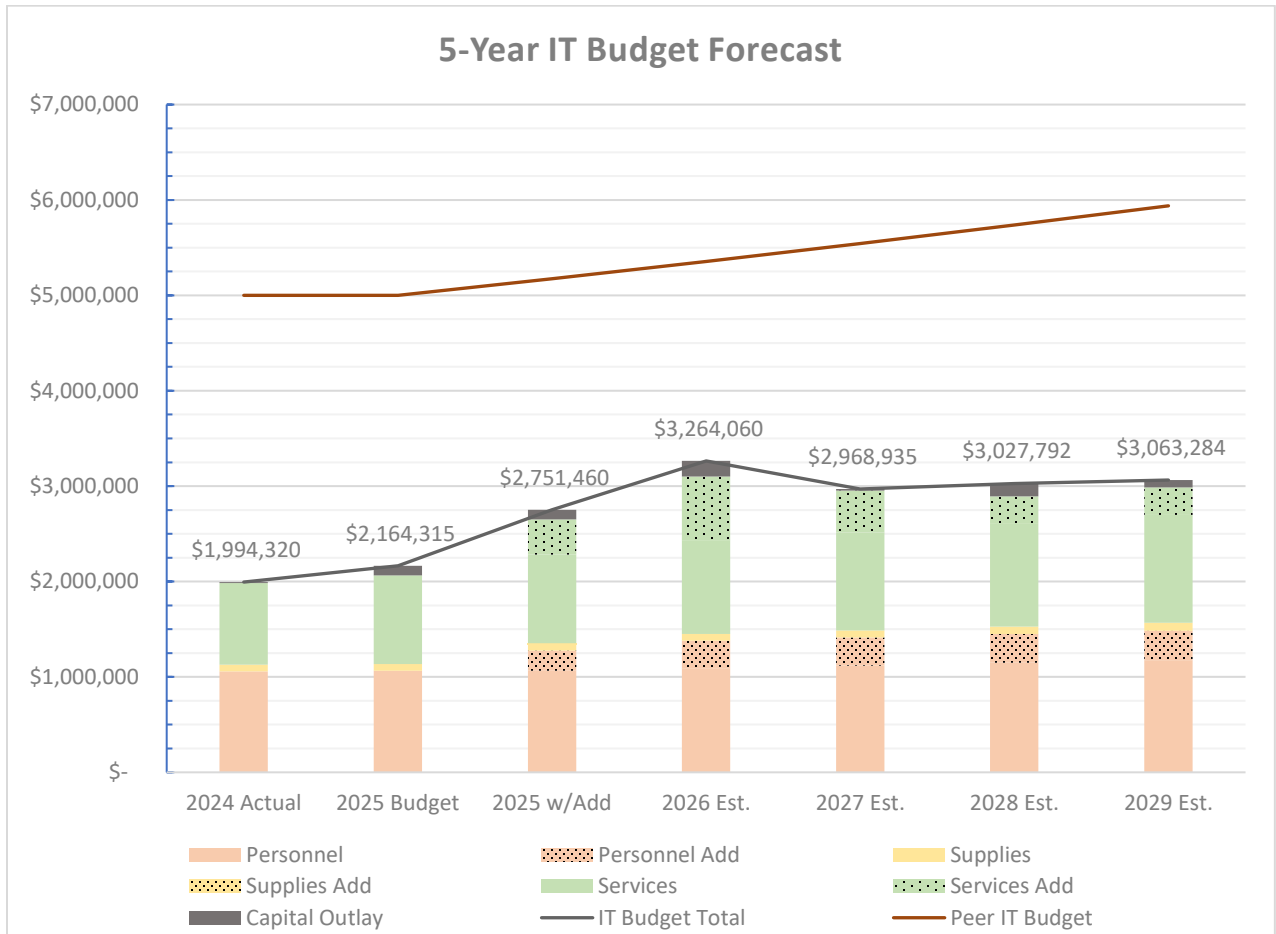
Paraphrasing a statement from Dewpoint’s report, the City of Wyoming’s IT department budget, when compared to the national average for state and local government entities with an operating budget under \$250 million, falls short by \$3 million. Wyoming has a higher-than-average ratio of operating expenses to IT budget than similar sized cities.

Based on the current allocation formula, 40.46% of the amounts indicated above would affect the General fund with the remaining 59.54% being allocated to other funds.

FY2025 **FY2026** **FY2027** **FY2028** **FY2029**

General Fund	\$ 237,539	\$ 389,071	\$ 296,897	\$ 239,185	\$ 242,231
Other Funds	349,606	580,352	444,926	360,223	364,954

The chart below provides a forecast of the complete Information Technology budget including current known factors and the recommended additions over the next five years. Starting with actual final expenses from FY2024, the chart reflects assumptions regarding contractual wage increases and inflationary impacts for fiscal years 2026 and later.



In summary, this request is being made in response to Dewpoint's organizational assessment recommendations. The objectives of the recommendations above are to:

- Improve the level of customer service received by city departments
- Improve the efficiency and effectiveness of the IT Department
- Reduce the operational impacts of staff turnover
- Improve staff recruitment and retention

These recommendations are made in the best interest of the City of Wyoming. Though the IT budget will remain significantly below standards and averages of our peers, we expect significant improvement to service delivery and customer satisfaction.

As a final note, the Dewpoint report made recommendations that apply to the City of Wyoming as an enterprise - beyond the IT Department. For the IT plan to succeed, it is necessary to develop structures and processes to determine the priorities of pressures placed on central service departments like IT. Without these enterprise-level controls in place, demands will continue to overrun IT. More work remains in this area, and I look forward to participating in that process.

Action Plan Summary

<u>Start Date</u>	<u>Action</u>	<u>Status</u>
Aug 2024	Evaluate and Procure IT Service Management Solution.	Complete
	Define Service Portfolio and Service Catalog	In progress
	Formalize Staff Roles	In progress
Sep 2024	Implement IT Service Management Solution.	In Progress
	Begin hiring process for Office Specialist II	Planned
	Issue RFP for Third Party Services Contract	Planned
	Dewpoint Coaching Engagement	Planned
	ITSM & ITIL Training for IT Staff	In progress
Sep 2024	Gradually Begin Using Third Party Services	Planned
	Evaluate need for PC Build Tools & Begin Selection and Procurement as Needed	In progress
Oct 2024	OCM Training & Implementation for IT Staff	Planned
	Begin hiring process for IT Application Specialist	Planned
Nov 2024	Expand M365 Training Program for IT Staff	In progress
Dec 2024	Launch Biannual CSAT Survey	Planned
	Begin hiring process for IT Digital Workplace Specialist	Planned
Jan 2025	Establish BRL Program for Departments	Planned
	Begin Implementing Strategic Roles / Functions	Planned
Mar 2025	Implement OCM for Departments	Planned
	Begin Implementing Strategic Roles / Functions	Planned

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(NO RFP)

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

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

Deliverables means the work 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 September 17, 2024.

Professional means Dewpoint LLC, a Michigan limited liability company, 300 S. Washington Square #200, Lansing, MI 48933

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

Proposal means Professional's proposal attached as Exhibit B.

Services or Work means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Dewpoint LLC

By: _____
[Signature officer, director or principal of Professional]

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

Date signed: _____, 20__

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.*, speak 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 City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

6. **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 §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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 contract will not infringe copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

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

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

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

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

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating actions or failure to act that did not comply with the provision, and proposing the action

to be taken to address the alleged non-compliance. The receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

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

13. Professional Liability and Risk Allocation.

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

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

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

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

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

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

14. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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 shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$1,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

15. 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

CITY OF WYOMING

STATEMENT OF WORK FOR IT CONSULTING SERVICES

July 11, 2024

Submitted By: Mike Coyne, Account Executive

mcoyne@dewpoint.com

300 S Washington Square #200
Lansing, MI 48933
P (517) 258.2750
Dewpoint.com



TABLE OF CONTENTS

- MS365 Configuration Assessment 3**
 - Overview..... 3
 - Background..... 3
 - Scope..... 3
- Project Management Consulting 5**
 - Overview..... 5
 - Proposed Solution..... 5
 - Senior Project Manager Tasks..... 5
- IT Infrastructure Library Consulting 7**
 - Overview..... 7
 - Consulting Services Overview..... 7
- Pricing & Assumptions..... 8**
 - Price..... 8
 - Assumptions..... 8
- Signatures..... 10**



SUMMARY

This Statement of Work (SOW) outlines Dewpoint's proposed IT services to enhance the City of Wyoming IT Department's capabilities and service delivery. The proposed services stem from recommendations identified in Dewpoint's recent assessment of the City's IT Department. Dewpoint's services are based on industry best practices, experience working with local government entities, and first-hand experience at the City of Wyoming.

This SOW details three initiatives in detail:

- M365 Configuration Assessment
- Project Management Consulting
- Information Technology Infrastructure Library (ITIL) Consulting

Dewpoint commends the City of Wyoming for their strategic vision in undertaking the IT Assessment process and taking proactive steps to align their IT and business goals. We look forward to the opportunity to continue to partner with the City of Wyoming to deliver valuable services that enable the City to achieve their stated goals and deliver critical constituent services.

MS365 CONFIGURATION ASSESSMENT

Overview

Dewpoint proposes a comprehensive assessment of the City of Wyoming's Microsoft 365 tenant configuration. The assessment will identify areas of strength, potential security vulnerabilities, and opportunities for optimization to ensure the tenant aligns with Microsoft best practices, regulatory requirements, and the company's specific business goals.

Background

Microsoft 365 offers a powerful suite of productivity and collaboration tools, but its effectiveness and security hinge on proper configuration. Misconfigurations can lead to data breaches, compliance issues, and operational inefficiencies. This assessment aims to provide the City of Wyoming with a clear understanding of their current configuration status and actionable recommendations for improvement.

Scope

The assessment will cover the following key areas:

Security Configuration:

- Review of identity and access management (IAM) policies, multi-factor authentication (MFA) implementation, conditional access rules, and privileged access management.

- Evaluation of data loss prevention (DLP) policies, email security settings, anti-phishing measures, and threat protection configurations.
- Analysis of security baseline settings, device management policies, and application permissions.

Compliance Configuration:

- Assessment of data retention policies, eDiscovery capabilities, and legal hold processes.
- Review of audit logging settings, data classification configurations, and compliance reporting mechanisms.
- Evaluation of adherence to industry-specific regulations (e.g., HIPAA, GDPR).

Collaboration and Productivity Configuration:

- Review of Microsoft Teams settings, SharePoint site configurations, and OneDrive for Business policies.
- Assessment of external sharing settings, guest access controls, and collaboration governance.
- Analysis of communication and collaboration workflows, including email routing, calendaring, and meeting policies.

Licensing and Optimization:

- Review of the current licensing model and assessment of its suitability for the company's needs.
- Identification of opportunities for cost optimization through right-sizing licenses or adjusting service plans.
- Analysis of feature utilization to ensure maximum value from the Microsoft 365 investment.

Methodology

The assessment will involve a combination of:

- **Interviews:** With key stakeholders to understand business goals, security requirements, and pain points.
- **Technical Review:** Of tenant configuration settings, security policies, and administrative controls using Microsoft's native tools and industry-recognized frameworks.
- **Documentation Review:** Of existing policies, procedures, and configuration guides.

Deliverables

- **Comprehensive Assessment Report:** Detailing findings, risk ratings, and prioritized recommendations for improvement.
- **Action Plan:** Outlining specific steps to address identified issues and implement recommended changes.
- **Executive Summary Presentation:** Summarizing key findings and recommendations for decision-makers.

Project Scheduling

The assessment is estimated to take three (3) weeks to complete.

PROJECT MANAGEMENT CONSULTING

Overview

Dewpoint's IT Department Assessment produced a set of recommendations for the Dewpoint Project Manager (PM) to develop a prioritized project plan to implement the recommendations. Additionally, the consultant will help to establish a Portfolio/Program Management function for the IT department.

Proposed Solution

Dewpoint will provide the City of Wyoming with an individual with the required experience and skill set who can perform the Project Management and the Portfolio/ Program Management Function lead responsibilities described below. This SOW will be in place for one year, starting on 08/1/2024 and ending on 7/31/2025.

Senior Project Manager Tasks

The Dewpoint (PM) will ensure that each project will follow formal project management processes in line with the established or improved processes currently in place.

In addition to serving as the PM for the Assessment Recommendations Project, the Dewpoint PM will assist the City with the assessment and evaluation of the IT Portfolio/ Program Management Function. The Dewpoint PM will review the tools and processes currently followed and recommend changes as appropriate. Once approved by the City IT leadership team, the Dewpoint PM will work with the IT organization to implement the approved changes, following the approved Portfolio/ Program Management Function implementation plan.

In addition to implementing the Portfolio/ Program Management Function and all the processes, the Dewpoint PM is expected to:

- Assist with the IT Department's project intake and prioritization process.
- Train and mentor IT staff on the processes and tools within the Portfolio/ Program Management Function.
- Work with City Leadership to establish the governance structure outlined in the Assessment Findings report.
- Provide a weekly/bi-weekly status report of all accomplishments and issues.

Project Manager Skills

The skills required for this position include the following:

- Ability to work with senior leaders and department heads who have possible competing interests.
- Capability to work with senior leaders to gather data, requirements, and needs.
- Ability to synthesize data to create foundational reporting.

- Experience in creating project charters, facilitating project kickoff meetings, creating 4-up reports, and facilitating project close-down/retro meetings.
- Competence in creating a detailed project plan and all related documentation in managing schedule, budget, scope, resources, quality, risks, and reporting.
- Ability to manage project teams.
- Aptitude to oversee and manage other Project Management resources.
- Ability to access and recommend best practices (tools, process, methodologies) for Portfolio/Program Management Function.

IT INFRASTRUCTURE LIBRARY CONSULTING

Overview

The 2024 IT Assessment identified an opportunity to build existing IT processes in line with the IT Infrastructure Library (ITIL) framework and adopt best practices for managing IT-related work activities. ITIL is a widely accepted set of best practices designed to support an organization in gaining optimal value from IT by aligning IT services with business strategy. The ITIL framework is built on a set of guiding principles that shape its approach to IT service management. These principles provide a foundation for organizations to align IT services with business strategy, ensuring optimal value from IT investments. The existing Wyoming IT staff does not have experience in ITIL implementations and requires some assistance to get started.

Consulting Services Overview

Dewpoint will provide experienced consultants with IT Leadership and IT operational delivery experience to work with the Wyoming IT staff to implement the following ITIL processes:

- Service Request Management
- Incident Management
- Problem Management
- Strengthen existing Change Management

The engagement is a business process improvement project utilizing the ITIL Framework to establish the future state model. Dewpoint consultants will perform the following steps to evaluate the existing processes, determine the required ITIL alignment, establish plans for process improvement, and develop the steps to implement the new processes:

- Prioritize the process areas in order of value to the organization
- Assess and document the current processes
- Perform a gap analysis
- Identify the process changes required
- Determine integration requirements with the City of Wyoming's service management system
- Create an implementation plan
- Execute the implementation plan
- Review post-implementation results
- Modify the new processes as needed

Outside of the ITIL processes, Dewpoint will assist the City of Wyoming in developing a process to collect and continuously measure department level customer satisfaction (CSAT).

Dewpoint will also assist the City IT Leadership in creating a cadence of City Department level meetings designed to help IT proactively understand the IT needs of each department and address concerns.

A collaborative approach will be utilized throughout the engagement to ensure key stakeholders are engaged and supportive of the changes.

PRICING & ASSUMPTIONS

Price

MS365 Configuration Assessment

Pricing is provided on a time and material (T&M) basis. The proposal does not include hardware, software, licensing, or any other required items or investments for this project.

Service Description	Estimated Hours	Hourly Rate	Estimated Total
Dewpoint Senior Solution Architect	40	\$160	\$6,400

Project Management

Dewpoint Service	Assumed Monthly Hours	Monthly Cost	Yearly Cost
Project Manager Services	80	\$11,200	\$134,400

IT Infrastructure Library Consulting

Dewpoint Resource	Assumed Monthly Hours	Monthly Cost	Yearly Cost
Senior ITIL Practitioner	20	\$3,000	\$36,000
Senior IT Consultant	20	\$3,500	\$42,000
Total	40	\$6,500	\$78,000

**Dewpoint resources and efforts for PM services will be ~80 hours per month and ITIL will be ~20 hours per month. If the assumed hours are too high or too low, adjustments can be made through the project change control process.*

Assumptions

Pricing is based on the following assumptions:

- Dewpoint and the City of Wyoming will agree upon any changes in scope. A signed change notice will accompany any changes. Changes to the scope may impact the project price, duration, or both.
- The City of Wyoming is responsible for procuring any hardware, software, or licensing needed for this project.
- The contract will not start until Dewpoint receives a signed Statement of Work, purchase order, or written commitment to generate a PO when technically possible.
- The City of Wyoming will provide adequate access to IT personnel, support documentation, and adequate access in order to perform the services detailed in this SOW.
- Dewpoint will have full administrative access to the relevant environment(s) for the duration of this engagement.
- The consultants assigned by Dewpoint to perform these services for the City of Wyoming are not to be solicited for permanent employment.
- The City of Wyoming will coordinate with business units for meetings as necessary.
- Dewpoint will perform a portion of the work remotely.
- Dewpoint resources need two business days' notice for any meetings.

SIGNATURES

City of Wyoming

Dewpoint, LLC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

CITY OF WYOMING BUDGET AMENDMENT

Date: September 16, 2024

Budget Amendment No. 011

To the Wyoming City Council:


A budget amendment is requested to appropriate an additional \$587,145 of budgetary authority to provide funding for the IT Department Improvement Plan.


<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Information Technology - Salaries				
101-228-22800-706.000	\$ 688,429.00	\$ 151,485.00	\$ -	\$ 839,914.00
Information Technology - Temporary Salaries				
101-228-22800-707.000	\$ 24,000.00		\$ 22,000.00	\$ 2,000.00
Information Technology - FICA				
101-228-22800-715.000	\$ 56,566.00	\$ 11,722.00	\$ -	\$ 68,288.00
Information Technology - Hospitalization Insurance				
101-228-22800-716.000	\$ 164,660.00	\$ 50,534.00	\$ -	\$ 215,194.00
Information Technology - Life Insurance				
101-228-22800-717.000	\$ 761.00	\$ 170.00	\$ -	\$ 931.00
Information Technology - Pension DC Plan				
101-228-22800-718.100	\$ 34,894.00	\$ 12,119.00	\$ -	\$ 47,013.00
Information Technology - Pension Retiree Health DC Plan				
101-228-22800-718.200	\$ 11,086.00	\$ 4,711.00	\$ -	\$ 15,797.00
Information Technology - Workers Comp Insurance				
101-228-22800-719.000	\$ 440.00	\$ 92.00	\$ -	\$ 532.00
Information Technology - Operating Supplies Computer Equipment				
101-228-22800-740.200	\$ 24,800.00	\$ 6,000.00	\$ -	\$ 30,800.00
Information Technology - Professional Services				
101-228-22800-801.000	\$ 199,990.00	\$ 318,400.00	\$ -	\$ 518,390.00
Information Technology - Software Services				
101-228-22800-806.000	\$ 483,701.00	\$ 1,240.00	\$ -	\$ 484,941.00
Information Technology - Communication Cellular Phones				
101-228-22800-850.100	\$ 6,050.00	\$ 1,200.00	\$ -	\$ 7,250.00
Information Technology - Travel and Training				
101-228-22800-860.000	\$ 26,200.00	\$ 50,000.00	\$ -	\$ 76,200.00
Information Technology - General Liability Insurance				
101-228-22800-960.000	\$ 6,849.00	\$ 1,472.00	\$ -	\$ 8,321.00
Inter Fund Services (Allocation of Administrative Costs)				
101-629.000	\$ 4,398,576.00	\$ 349,606.00	\$ -	\$ 4,748,182.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 237,539.00	
<u>Major Streets Fund</u>				
Public Works - Street Administration - Administrative Fee				
202-441-48300-802.000	\$ 380,004.00	\$ 32,419.00	\$ -	\$ 412,423.00
Fund Balance/Working Capital (Fund 202)		\$ -	\$ 32,419.00	

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Local Streets Fund</u>				
Public Works - Street Administration - Administrative Fee				
203-441-48300-802.000	\$ 186,024.00	\$ 15,870.00	\$ -	\$ 201,894.00
Fund Balance/Working Capital (Fund 203)		<u>\$ -</u>	<u>\$ 15,870.00</u>	
<u>Parks and Recreation Fund</u>				
Parks and Rec Administration - Administrative Fee				
208-751-75200-802.000	\$ 435,540.00	\$ 26,068.00	\$ -	\$ 461,608.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ 26,068.00</u>	
<u>Sidewalk Fund</u>				
Public Works - Administration - Administrative Fee				
211-441-17500-802.000	\$ 44,928.00	\$ 2,509.00	\$ -	\$ 47,437.00
Fund Balance/Working Capital (Fund 211)		<u>\$ -</u>	<u>\$ 2,509.00</u>	
<u>Solid Waste Fund</u>				
Public Works - Administration - Administrative Fee				
228-441-17500-802.000	\$ 91,620.00	\$ 5,118.00	\$ -	\$ 96,738.00
Fund Balance/Working Capital (Fund 228)		<u>\$ -</u>	<u>\$ 5,118.00</u>	
<u>Building Inspections Fund</u>				
Permits - Permits - Administrative Fee				
249-371-37100-802.000	\$ 34,692.00	\$ 2,959.00	\$ -	\$ 37,651.00
Permits - Code Enforcement Other - Administrative Fee				
249-371-37210-802.000	\$ 34,692.00	\$ 2,959.00	\$ -	\$ 37,651.00
Permits - Rental Program - Administrative Fee				
249-371-37300-802.000	\$ 34,680.00	\$ 2,959.00	\$ -	\$ 37,639.00
Fund Balance/Working Capital (Fund 249)		<u>\$ -</u>	<u>\$ 8,877.00</u>	
<u>Library Building Maintenance and Parks Capital Fund</u>				
Facilities - Administration - Administrative Fee				
272-265-17500-802.000	\$ 127,644.00	\$ 7,129.00	\$ -	\$ 134,773.00
Fund Balance/Working Capital (Fund 272)		<u>\$ -</u>	<u>\$ 7,129.00</u>	
<u>Capital Improvement Fund</u>				
Public Works - Administration - Administrative Fee				
401-441-17500-802.000	\$ 236,415.00	\$ 12,833.00	\$ -	\$ 249,248.00
Fund Balance/Working Capital (Fund 401)		<u>\$ -</u>	<u>\$ 12,833.00</u>	

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Sewer Fund</u>				
Wastewater Utility - Administration Services - Administrative Fee				
590-536-54100-802.000	\$ 1,195,044.00	\$ 101,950.00	\$ -	\$ 1,296,994.00
Fund Balance/Working Capital (Fund 590)		<u>\$ -</u>	<u>\$ 101,950.00</u>	
<u>Water Fund</u>				
Water Utility - Administration - Administrative Fee				
591-537-55100-802.000	\$ 1,130,148.00	\$ 96,414.00	\$ -	\$ 1,226,562.00
Fund Balance/Working Capital (Fund 591)		<u>\$ -</u>	<u>\$ 96,414.00</u>	
<u>Motor Pool Fund</u>				
Public Works - Administration - Administrative Fee				
661-441-58100-802.000	\$ 226,992.00	\$ 19,365.00	\$ -	\$ 246,357.00
Fund Balance/Working Capital (Fund 661)		<u>\$ -</u>	<u>\$ 19,365.00</u>	
<u>General Liability Insurance Fund</u>				
General Government - Liability Insurance Claims - Administration Expense				
678-000-96200-961.000	\$ 14,000.00	\$ 1,161.00	\$ -	\$ 15,161.00
Fund Balance/Working Capital (Fund 678)		<u>\$ -</u>	<u>\$ 1,161.00</u>	
<u>Fleet Insurance Fund</u>				
General Government - Fleet Insurance Claims - Administration Expense				
679-000-96300-961.000	\$ 7,000.00	\$ 587.00	\$ -	\$ 7,587.00
Fund Balance/Working Capital (Fund 679)		<u>\$ -</u>	<u>\$ 587.00</u>	
<u>Property Insurance Fund</u>				
General Government - Property Insurance Claims - Administration Expense				
680-000-96400-961.000	\$ 7,000.00	\$ 537.00	\$ -	\$ 537.00
Fund Balance/Working Capital (Fund 680)		<u>\$ -</u>	<u>\$ 537.00</u>	
<u>Workers Compensation Fund</u>				
General Government - W/C Insurance Claims - Administration Expense				
682-000-96500-961.000	\$ 10,000.00	\$ 415.00	\$ -	\$ 10,415.00
Fund Balance/Working Capital (Fund 682)		<u>\$ -</u>	<u>\$ 415.00</u>	
<u>Health Insurance Fund</u>				
General Government - Employee Hospital Ins - Administration Expense				
683-000-85200-961.000	\$ 189,180.00	\$ 16,138.00	\$ -	\$ 205,318.00
Fund Balance/Working Capital (Fund 683)		<u>\$ -</u>	<u>\$ 16,138.00</u>	

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Dental Insurance Fund</u>				
General Government - Employee Dental Ins - Administration Expense				
684-000-85210-961.000	\$ 9,312.00	\$ 794.00	\$ -	\$ 10,106.00
Fund Balance/Working Capital (Fund 684)		<u>\$ -</u>	<u>\$ 794.00</u>	
<u>Capital Projects Revolving Fund</u>				
General Government - Administration - Administrative Fee				
805-000-17500-802.000	\$ 16,668.00	\$ 1,422.00	\$ -	\$ 18,090.00
Fund Balance/Working Capital (Fund 805)		<u>\$ -</u>	<u>\$ 1,422.00</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Flow Meters	Emerson, LLLP DBA Midwest Municipal Instrumentation, Inc.	Bid pricing as shown in attached staff report.

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: August 27, 2024

Subject: Purchase of Flow Meters

From: Dan Kleinheksel, Utility Maintenance Manager

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

Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended the City Council award the bid as provided by Emerson, LLLP (c/o Midwest Municipal Instrumentation, Inc.) for the purchase of flow meters in the total amount of \$60,780.16 and shipping costs in the estimated amount of \$500.00, for a total estimated amount of \$61,280.16.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

The Water Treatment Plant relies on flow meters to monitor the application rates of various chemicals in the treatment process. One such chemical is sodium hypochlorite - a disinfectant commonly known as bleach. The south treatment facility sodium hypochlorite feed system was installed in 2009 and has become maintenance intensive due to the accumulation of mineral deposits in the pipes. Additionally, the flow meters are corroding and experiencing display and communications errors. To address these issues, plant staff will be updating the system's piping during the upcoming low-demand winter season. Replacement of the flow meters is also planned to ensure reliable and accurate chemical flow rates for proper water treatment.

Specifications were prepared for the purchase of seven flow meters compatible with sodium hypochlorite and the system's flow characteristics. The specifications were advertised on the City's website and downloaded by 33 registered bidders. Three potential bidders conducted site visits to review the existing flow meters. On August 20, 2024, two bids were received as shown in the tabulation below.

A review of the bids showed that both met the required specifications and were identical in cost. Considering Emerson, LLLP is the product manufacturer, it is prudent to purchase from the source for a direct line of communication and streamlined process. Therefore, it is recommended the City Council award the bid to Emerson, LLLP in the total amount of

\$60,780.16 and shipping costs in the estimated amount of \$500.00, for a total estimated amount of \$61,280.16.

TABULATION:

Bidder Name	Bid Amount (Does not include shipping)
Emerson, LLLP	\$60,780.16
Midwest Municipal Instrumentation, Inc	\$60,780.16

BUDGET IMPACT:

Adequate funds exist in the Water Fund Capital Outlay account 591-537-57300-986.444.

CITY OF
WYOMING

PURCHASE OF FLOW METERS 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:

_____]
A EMERSON, LLLP

C/O: MIDWEST MUNICIPAL INSTRUMENTATION, INC.

1100 W. LOUIS HENNA BLVD, BLDG1

ROUND ROCK, TX. 78881-7430

Effective Date means: 8/16, 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:



**MIDWEST MUNICIPAL
Contractor: INSTRUMENTATION, INC.**

By: _____
[Signature officer, director, or principal of Contractor]
JAMES L. MOMMERS

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

Date signed: 08/16, 2024





Submit your PO to:
Emerson LLLP
1100 W Louis Henna Blvd
Building 1
Round Rock
TX 78681-7430
UNITED STATES

WYOMING CITY OF
2350 IVANREST AVE SW
WYOMING, MI, 49418-3402, US
Reference: Wyoming NaClO Magmeters
Project:

Date: 12-Aug-24
Emerson Proposal: 19432572 Ver:2
Expiration Date: 11-Oct-24

To: Dan Kleinheksel

Phone: (616) 738-4957
Fax:
Email: Kleinhekseld@wyomingmi.gov

From: Adam Breyette - Inside Sales

Phone: 800-999-9307
Fax:
Email: ADAM.BREYETTE@emerson.com

Midwest Municipal Instrumentation -
Salesperson

Phone: 517-764-4736
Fax:
Email: cbrzyskimmi@msn.com

Summary Of Understanding

Table Of Contents

1. Commercial Summary
2. Detailed Item Summary
3. Terms & Conditions

Commercial Summary

Expiration Date: 11-Oct-24
Ultimate Destination: United States

Shipping Terms: Inco2020: CPT (WYOMING,MI, US)
Payment Terms: Payment due in 30 days
Freight Terms: Prepaid And Add To Invoice

Lead Time: 5 WEEKS ARO

Cust Line	Item	Qty	Units	Description	Lead Time	Unit Price (USD)	Extended Price (USD)
1.1	7	Each	ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.16 INCH (DN4) 8711APE15FR1NHG3D1MK3Q4 Ship From: MICRO MOTION INC C/O PROTRANS INTERNATIONAL INC 12425 ROJAS DR DOCK DOORS 55-57 79928-5201 EL PASO TX UNITED STATES	5 WEEKS ARO	4,447.80	31,134.60	
1.2	7	Each	ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER 8712EMR1A1DA1DA2AXM4D1Q4 Ship From: MICRO MOTION INC C/O PROTRANS INTERNATIONAL INC 12425 ROJAS DR DOCK DOORS 55-57 79928-5201 EL PASO TX UNITED STATES	5 WEEKS ARO	3,635.08	25,445.56	
2	700	Foot	08732-0085-2001:KIT, MAGMETER REMOTE MOUNT WIRING, COMBINATION COIL AND ELECTRODE, COLOR GREY, FEET Ship From: MICRO MOTION INC 7070 WINCHESTER CIR 80301 BOULDER CO UNITED STATES	2 WEEKS ARO	6.00	4,200.00	

TOTAL PRICE (USD) 60,780.16
(NOTE: Taxes not included)

Detailed Item Summary

Cust Line	Item	Qty	Units	Description	Lead Time	Unit Price (USD)	Extended Price (USD)
1.1	7	Each		ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.16 INCH (DN4) 8711APE16FR1NHG3D1MK3Q4 871115F ROSEMOUNT 8711 WAFER MAGNETIC FLOW METER SENSOR, 0.16 INCH (DN4) A Lining Material: PFA P Electrode Material: 80% Platinum-20% Iridium E Electrode Type: 2 Measurement plus 1 Reference Electrode - Standard R Transmitter Mount: Remote Mount with Legacy Terminal Block 1 Mating Flange: ASME Class 150 NH Safety Approval: Ordinary Location (non-hazardous) Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B/ EN 10204 3.1 G3 Grounding Rings: Ground Ring - Titanium (Qty 2) D1 Calibration Option: High Accuracy Calibration (Base Reference Accuracy 0.15% of Rate) MK3 Mounting Kit: 316 Stainless Steel Mounting Studs and Nuts Kit Qty Primary Tag Secondary Tag 1 FE-1 FE-2 FE-3 FE-4 FE-5 FE-6 FE-7	5 WEEKS ARO	4,447.80	31,134.60
1.2	7	Each		ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER 8712EMR1A1DA1DA2AXM4D1Q4 8712E ROSEMOUNT 8712E MAGNETIC FLOW METER TRANSMITTER M Transmitter Class: Revision 4 Electronics R Transmitter Mount: Remote Wall Mount 1 Transmitter Power Supply: AC Power Supply (90 to 250VAC, 50-60Hz) A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse 1 Conduit Entry: 1/2-14 NPT AX Discrete Input/Discrete Output: Two Discrete Channels (DI/DO 1, DO 2) M4 Display Option: Local Operator Interface Q4 Quality Certificate (Q4): Calibration Data per ISO 10474 3.1B / EN 10204 3.1 DA1 Adv. Diagnostics Suite 1: Process Diagnostics; HPN; Ground/Wiring, Electrode Coating DA2 Adv. Diagnostics Suite 2: Smart Meter Verification D1 Calibration Accuracy: High Accuracy Calibration (Base Reference Accuracy 0.15% of Rate) Qty Primary Tag Secondary Tag Calibration 1 FIT-1 Flow Units : Gallons(US)/hr LRV for output : 0.0 URV for output : 35.0 FIT-2 FIT-3 FIT-4 FIT-5 FIT-6 FIT-7	5 WEEKS ARO	3,635.08	25,445.66
2	700	Foot		08732-0065-2001:KIT, MAGMETER REMOTE MOUNT WIRING, COMBINATION COIL AND ELECTRODE, COLOR GREY, FEET	2 WEEKS ARO	6.00	4,200.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL
FOR THE ROAD WEATHER INFORMATION SYSTEM SUBSCRIPTION

WHEREAS:

1. As detailed in the attached staff report, the Road Weather Information System is used to provide road condition information to assist in winter maintenance activities.
2. Frost Solutions LLC has provided the City with a proposal for five units at a cost of \$2,271 per unit.
3. It is recommended the City Council accept the proposal from Frost Solutions in the total amount of \$11,355.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Frost Solutions LLC for the Weather Information Systems subscription.
2. The City Council authorizes the Mayor and City Clerk to sign the proposal.
3. The City Council authorizes the City Manager to accept future proposals in accordance with budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

Resolution No. _____

STAFF REPORT

Date: August 28, 2024
Subject: Authorize the Purchase of Road Weather Information Systems
From: Jay VanDyke, Assistant Director of Public Works – Maintenance
CC: Myron Erickson, Director of Public Works
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of an annual subscription for five road weather information systems from Frost Solutions at total cost of \$11,355.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services.

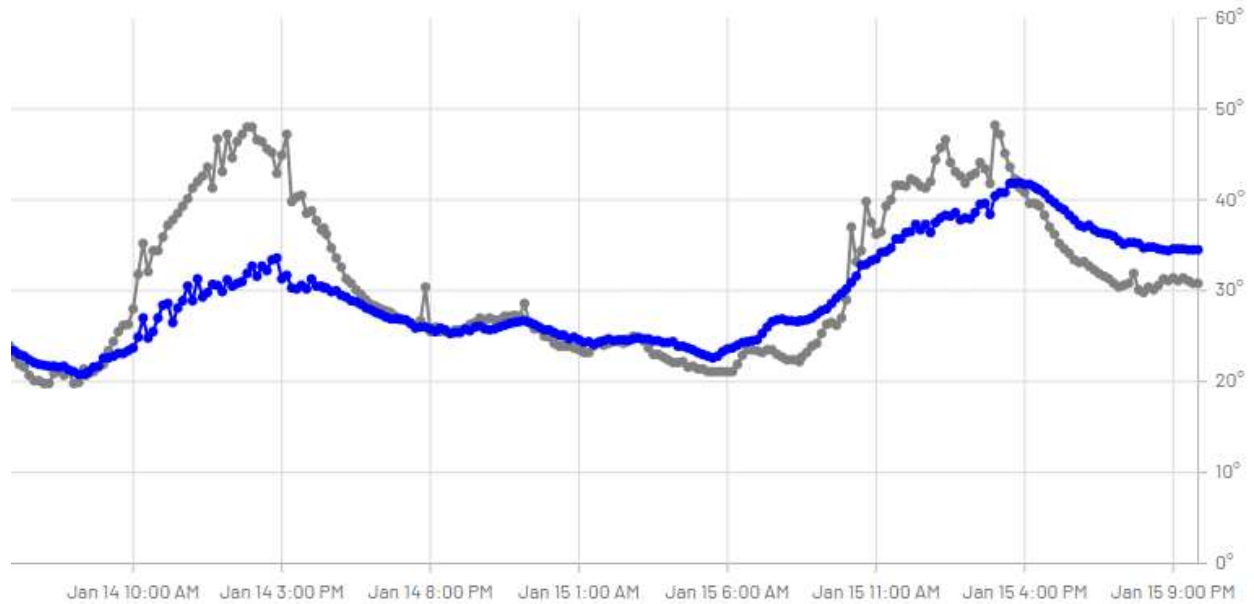
DISCUSSION:

A Road Weather Information System (RWIS) is designed to provide near real-time road condition information to assist in winter maintenance activities. The information is used to make operational decisions such as when to salt or plow, where to salt and how much salt to use in order to make our streets as safe as possible. Wyoming's five RWIS units are part of a larger area-wide RWIS system that is installed throughout Kent and Ottawa Counties, as well as our surrounding municipalities.

The City has utilized these units for the past five winters with good success. For the coming winter season, the City intends to utilize five units for a total cost of \$11,355. This is an increase of 3.2% from last year's pricing. Hardware, software, maintenance, and warranty commitments for a period of one year are included.

The RWIS units include multiple sensors that are pointed at the road surface to provide road temperature, air temperature, humidity, and dew point information at 20-minute intervals or on demand. The units also relay a photo of the road surface, allowing staff to monitor surface conditions City-wide from a phone or computer rather than by driving. The units are solar powered and mounted on the traffic signal poles. The information is viewed on a web-based platform.

The City has been able to use the RWIS devices to make critical winter operational decisions that result in a better level of service for residents by actively monitoring changing road conditions from a phone or desktop.



As an example, the chart above shows the road (gray) and air temperature (blue) outputs from an RWIS unit located at the intersection of Burlingame Avenue and Prairie Parkway from January 14 through 15, 2023.

Staff intend to deploy these units uniformly throughout the City, with an emphasis in higher trafficked areas and at bridge or overpass locations.

BUDGET IMPACT:

Sufficient funds are available in the major and local street winter maintenance accounts: 202-441-47800-956.000 and 203-441-47800-956.000.

Attachments:

Frost Solutions Contract



ORDER FORM
FROST SOLUTIONS, LLC & City of Wyoming, MI
PROPOSAL DATE: 08/13/2024

Frost Solutions Mini-Weather Station

Hardware

Non-invasive, solar + battery-powered, low-light camera and sensor unit, providing: Surface temperatures, still shot images (day and night), air temperature, dew point, humidity, and lens defroster

Additional Included Application Services: On-demand image requests, Frost Vision AI Image Assessment, configurable alerts, atmospheric and surface temperature and condition forecasting, historical data, and image retrieval for unlimited users

Product	Duration	Renewal Date	Quantity	Item Cost	Total
Mini-Weather Station Annual Subscription - Nov 15, 2024 - Nov 14, 2025	12 Months	Nov 15, 2025	5	\$ 2,271.00	\$ 11,355.00

Contract Notes:

*Total price is in addition to any applicable sales tax. Payments via credit card may be subject to additional fees. Eligible to extend term of agreement or add additional units by Mar 14, 2025 to avoid annual price increase. Year to year contracts are subject to a 3-5% annual price increase.

Grand Total
\$ 11,355.00

Payment Terms

Date Due	Amount
Oct 15, 2024	\$ 11,355.00

TERMS & CONDITIONS

This Order Form, in conjunction with the Master Service Agreement, which is incorporated herein by reference, establishes the commercial relationship between Frost Solutions, LLC and the Customer. The parties acknowledge that they have read, understand, and agree to the terms and conditions of this Order Form and the related Master Service Agreement that is either attached to this Order Form or was included with a prior Order Form. In the event of a discrepancy between the terms of this Order Form and the Master Service Agreement, the Master Service Agreement shall control.

PAYMENTS, REFUNDS, & CANCELLATIONS

Customer shall pay all fees specified in this Order Form without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars on or before the due date set forth in this Order Form. Except as otherwise specified herein, (a) fees are based on services purchased and not actual usage or services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the services purchased cannot be decreased during the relevant Term. Customer may terminate this Order Form at any time, however such termination shall not result in any refund of payments previously made or cancellation of any future payment(s) due as set forth in this Order Form to Frost Solutions, LLC during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Solutions, LLC.

Customer Information

Purchase Order Number:
Primary Contact Name:
Primary Contact Email:
Primary Contact Phone:



Billing Information

Billing Contact Name:

Billing Contact Email:

Billing Phone:

Billing Address:

Street:

City: **State:** **ZIP:**

Shipping Information

Shipping Recipient Name:

Shipping Recipient Email:

Shipping Recipient Phone:

Shipping Address:

Street:

City: **State:** **ZIP:**

For multiple shipping addresses, add destinations and quantities of units below.

FROST SOLUTIONS, LLC	City of Wyoming, MI
-----------------------------	----------------------------

<p style="text-align: center;"><i>Michael Kirsh</i></p> <hr/> <p>Signature</p> <p style="text-align: center;">Mike Kirsh</p> <hr/> <p>Printed Name</p> <p style="text-align: center;">Owner</p> <hr/> <p>Title</p> <p style="text-align: center;">Aug 28 2024 11:21 CDT</p> <hr/> <p>Date</p>	<hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p>
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Approved as to form:

Scott G. Smith

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF DE-ICING SALT

WHEREAS:

1. As detailed in the attached staff report, the City cooperatively purchases de-icing salt with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, and City of Walker.
2. It is estimated the City will purchase a maximum of 4,550 tons of de-icing salt for the 2024-25 winter season.
3. It is recommended City Council authorize the purchase of de-icing salt from Compass Minerals America Inc. at a cost of \$68.40 per ton.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of de-icing salt from Compass Minerals America Inc.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
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 hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: August 28, 2024
Subject: Approve the Purchase of De-icing Salt from Compass Minerals
From: Jay VanDyke, Assistant Director of Public Works – Maintenance
CC: Myron Erickson, Director of Public Works
Meeting Date: September 16, 2024

RECOMMENDATION:

The Public Works Department recommends that the City Council authorize the purchase of a maximum of 4,550 tons of de-icing salt from Compass Minerals at a unit price of \$68.40 per ton, in cooperation with the Kent County Road Commission and other local agencies.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION:

The City purchases de-icing salt as a cooperative purchase with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, City of Walker and other smaller regional agencies. Compass Minerals has agreed to extend their bid price for the 2024-2025 season at \$68.40 per ton. Historical salt cost and increase/decrease information is presented below.

Season	Cost Per Ton (\$)	Percentage Increase/Decrease
2013-2014	64.77	2.5 %
2014-2015	66.62	2.9 %
2015-2016	66.63	0.0 %
2016-2017	50.40	-32.2 %
2017-2018	45.43	-11.0 %
2018-2019	69.06	52 %
2019-2020	79.38	14.9 %
2020-2021	76.98	-3.0 %
2021-2022	68.04	-11.6 %
2022-2023	70.59	3.7%
2023-2024	68.40	-3.1%
2024-2025	68.40	0.0%

Over the past 5 years, Wyoming has used an average of 3,200 tons of de-icing salt per winter season, ranging from approximately 2,000 to 4,200 tons per year depending on the severity of the season. The purchasing agreement with Compass Minerals requires that Wyoming purchase a minimum of 2,800 tons and allows Wyoming to purchase up to 4,550 tons of de-icing salt for this season. The City currently has approximately 7,000 tons of de-icing salt in storage and, with the flexibility afforded through this cooperative purchase, should have access to sufficient de-icing salt for this winter season.

Estimated maximum usage for the coming winter season is 4,550 tons of de-icing salt for a total estimated cost of \$311,220.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance Accounts: 202-441-47800-740.000 and 203-441-47800-740.000.

Attachments:

Contract

CITY OF WYOMING

CONTRACT AMENDMENT Compass Minerals America, Inc.

This Contract Amendment is to the Bulk Rock Salt Contract (Exhibit A) made as of June 18, 2023 (Effective Date) between the City of Wyoming (City) and Compass Minerals America, Inc. (Contractor)

RECITALS

- A. City wishes to extend the current supply contract for the 2024/2025 season. (Added Services).
- B. Contractor submitted a proposal dated August 26, 2024, for the additional season, copy of which is attached as Exhibit B (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. Contractor will supply the Added Services for the compensation stated in the Proposal.
- 2. All other terms of the Bulk Rock Salt Contract remain in full effect.

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

City of Wyoming

By: _____
Robert Postema, Mayor Pro-Tem

By: _____
Kelli VandenBerg, City Clerk

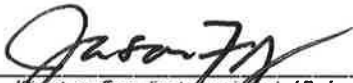
Date signed: _____, 2024

Approved as to form:



Scott G. Smith, City Attorney

Compass Minerals America, Inc.

By:  _____
[Signature officer, director or principal of Professional]
Jason Fritz - Highway Sales Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: August 28, 2024

Bulk Rock Salt Contract

This Bulk Rock Salt Contract is made as of June 18, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (City) and Compass Minerals America, Inc., a Delaware corporation of 9900 W 109th St, Ste 100, Overland Park, KS 66210 (Contractor).

1. **The Contract.** In addition to this document, the following documents are part of and incorporated by reference into this Contract, and together with this Contract, comprise the **Contract Documents**.

- A. Specifications for Contract #23-60: Bulk Rock Salt, issued by the Kent County Road Commission.
- B. Invitation to Bid issued by the Kent County Road Commission for Contract #23-60: Bulk Rock Salt and accompanying Instructions to Bidders.
- C. The Bid submitted by Contractor for Kent County Road Commission Contract #23-60: Bulk Rock Salt, including the previously mentioned documents, and accompanying materials certification, certificate of liability insurance, and certificate from the Corporations, Securities & Commercial Licensing Bureau of the Michigan Department of Licensing and Regulatory Affairs certifying that Contractor is a Delaware corporation authorized to transact business in Michigan, Delaware corporate documents, an IRS W-9 form, Contractor's Credit Information, a product data sheet, and safety data sheets.
- D. Contract #23-60 between the Board of County Road Commissioners of the County of Kent and Contractor, dated June 27, 2023.

2. **Bulk Rock Salt Purchase and Delivery.**

A. Pursuant to the Kent County Road Commission Contract #23-60, City will purchase by a purchase order issued not later than August 31, 2023, not less than 80% of 4,000 tons of Rock Salt "CC" Grade (Michigan Department of Transportation specifications) ("Product") for the 2023-24 winter season at \$68.40 per ton and to commence receiving deliveries no later than December 31, 2023. City will have the right to order and Contractor shall deliver up to 30% more of the specified quantity of product (i.e., up to 30% over 4,000 tons) at that same price.

B. In accordance with the Contract Documents, Contractor shall deliver that product to City's Public Works salt storage facilities at:

2660 Burlingame SW
Wyoming, MI 49509
Destination #: H763548
Delivery Lead Time: 5 days
Deliver w/o/Equipment

Depot: Ferrysburg
Product: BULK HIGHWAY COARSE
W/YPS (6615)
Mode of Transport: DUMP (end or bottom)
Distance: 37.2 Miles

C. Scheduling of deliveries shall be made with contact with Jay VanDyke, Assistant Director of Public Works – Maintenance, (616) 228-6466, jay.vandyke@wyomingmi.gov.

D. All Product supplied under this Contract shall be subject to the inspection and approval of City or its representative, and if any material or labor supplied is rejected by City or its representative as defective or unsuitable, then such rejected Product shall be removed and replaced with approved material, to the satisfaction and approval of City or its representative at Contractor's cost and expense.

E. Contractor shall have at least 50% of the Product amounts requested by City available for delivery by October 1 and shall deliver any early fill requirements by November 1 of each Contract year. There are no early delivery requirements for the 2023-24 contract year.

3. **Payment.** In consideration, City will make such payment or payments to Contractor and upon such terms and conditions as are provided in the Contract Documents.

4. **Contract Requirements.**

A. City, like the Kent County Road Commission, will be considered the "Most Favored Customer" regarding Product purchased in Kent County.

i. City expects prices for Product delivered to City and not to exceed those prices bid to counties adjacent to Kent County which are further from Contractor's source (such as delivering Product from a dock on the west side of the state, going through Kent County to a county to the east at a lower cost per ton). If it is discovered that those prices are less than City's, City reserve the right to pay based on the lowest price quoted to or any of those counties.

ii. If Contractor bids Product to any other public entity within Kent County, during the term of the contract, and the awarded price for the public entity is less than the price quoted City, City reserves the right to take the same price bid

to that public entity.

- B. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that suppliers or others engage in for or on behalf of City. Accordingly:
- i. Contractor In (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position
 - ii. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation and as applicable, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, and orders issued pursuant to those statutes.
- C. Contractor (including its directors, members, partners, officers and employees) has not (i) attempted or appeared to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value, or (ii) paid or agreed to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner, or key employee of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Contractor will immediately notify City of any change in this statement.
5. Contract Dates. This contract will be for a 1-year period and will commence with the issuance of the contract and purchase orders. This will be effective beginning **September 1, 2023**, and will go through **August 31, 2024** subject to extension in connection with any extension of Contract #23-60 pursuant to Section 7 thereof... Quantities may be adjusted or changed as needed for each contract year with the issuance of a new purchase order.
6. Additional Work. If City wishes Contractor to provide additional services or quantities in addition to those specified in this Contract, the parties shall agree upon the price for such additional work before work is begun.
7. Time is of the Essence. Time is the essence of this Contract. Contractor shall ensure its completion in accordance with its schedule and/or completion dates. If Contractor fails to do so, City shall have the right to withhold any unpaid part of the contract price until such work is completed and shall further have the right to proceed in court for civil damages occasioned by such delay.
8. Non-assignment. Contractor shall not let, assign or transfer this Contract or any interest in it or any part of it without consent of the Board as such term is defined in Contract #23-60.
9. General Provision. This agreement Contract and other Contract Documents are the only agreements between the parties regarding the purchase and sale of Product. There are no other agreements, representations, or warranties.. This Contract can be amended only in writing signed by both City and Contractor

City and Contractor have signed this Contract as of the Date first written above.

City of Wyoming

Compass Minerals America Inc.

By: _____
Kent Vanderwood, Mayor


By: 
Jason Fritz, Highway Sales Manager

Date signed: 9/15, 2023

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2023

Approved As to form:



Scott G. Smith, City Attorney



9900 W. 109TH ST. SUITE 100
 OVERLAND PARK, KS 66210
 913.344.9200
 COMPASSMINERALS.COM

August 21, 2024

Andrew Nordstrom
 Purchasing Manager
 c/o Kent County Road Commission
 1900 4 Mile Road NW, Walker, MI 49544

Mr. Nordstrom:

Compass Minerals America Inc. ("Compass Minerals") appreciates the opportunity to extend our current supply agreement for the 2024/2025 season. Based upon our previous discussions and market pricing for the season, we are offering a price of \$68.40 which is equal in price from the prior 2023/2024 season. The Producer Price Index for Rock Salt for the period of Jun. 2023 - Jun. 2024 (most recently published data - PPI: Rock Salt) is up 2.08% but we feel this increase isn't warranted based upon your regional market. Other terms and conditions from last year's bid will remain the same.

	<u>PPI (Rock Salt)</u>
Jun. 2023	420.849
Jun. 2024	429.609
YoY Inc.	2.08%

It's been a pleasure servicing your Winter salt needs and we value our ongoing partnership. Should you have questions please do not hesitate to call me on my direct line at (913) 344-9106 or email me at fritzj@compassminerals.com.

Sincerely,

Jason Fritz
 Highway Sales Manager



Date: Aug 26, 2024

Document: 23-60 - 1001831

Sold-To ("Buyer"):

Jay VanDyke
City of Wyoming
P O Box 905
WYOMING, MI 49509

Tel: 616-228-6466

Fax:

Email: jay.vandyke@wyomingmi.gov

Customer#: CH706426

Preferred: Email

Delivery Lead Time: 5 day(s)

Compass Minerals America Inc. (Seller)/ Quotation for bulk de-icing salt(the "Product")

Table with 5 columns: Line #, Quantity (TN), Delivery Location, Price Per TN(USD), Depot Info. Row 1: 65, 3,500, Wyoming MI City of 2660 Burlingame SW WYOMING, MI 49509 Destination #: CSH763548, \$68.40 Delivered, Depot: 20614-FERRYSBURG Product: BULK HIGHWAY COARSE WYPS Mode of Transport: DMP Distance: 37.2 Miles

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Aug 31, 2025

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.

Terms are NET 30 days from shipment with approved credit.

Special Terms :

- * This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
* Delivered price(s) via dump and based on full truck load quantities.
* Minimum 24 hours' notice required for pick up orders. Requested DELIVERY dates and times cannot be guaranteed during peak periods or adverse weather conditions.
* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only.
* Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
* Product is for bulk end use only and is not intended for blending or packaging without prior consent.
* Applicable taxes extra
* Compass Minerals America Inc. has no obligation to store the Product after 31 Mar, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Subject to prior sale • Minimums will be enforced • An active order must be placed a minimum of one day in advance of pick-up loads •

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Jason Fritz
Highway Sales Manager
Compass Minerals America Inc.

Signature :

Title :

Name :

Date :

Please sign and return by e-mail to highwaygroup@compassminerals.com
Or by MailOrder placement and inquiries Monday through Friday - 7:30 am to 5:00 pm

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES; TAXES.** EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. **CANCELLATION.** Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **VALID CONTRACT.** Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. **PROCUREMENT AND BIDDING.** Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. **EXPORT CONTROLS AND REGULATION:** With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. **LEGAL COMPLIANCE.** Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. **MISCELLANEOUS.** Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF COPPER PIPE

WHEREAS:

1. The City of Wyoming uses copper pipe to repair and replace approximately 130 water services each year.
2. As detailed in the attached staff report, bidders of copper pipe will not hold bid prices due to the volatility of copper prices.
3. Due to the volatility in the copper market, it is recommended the City Council authorize the City Manager or his designee to approve purchases of copper pipe at the best available quoted price when the copper pipe is needed.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of copper pipe as needed from the vendor with the lowest quote at the time of purchase.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: September 5, 2024
Subject: Authorization to Purchase Copper Pipe
From: Jay VanDyke, Assistant Director of Public Works – Maintenance
CC: Myron Erickson, Director of Public Works
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager or his designee to approve all future purchases of copper pipe as needed at the lowest quoted price.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of city operations and services.
 - Goal 3 – Improve city infrastructure and service reliability.

DISCUSSION:

Copper is a commodity, and the price fluctuates due to market volatility. Because of this, vendors will not hold their prices for the time that is needed for the competitive bid process. Some vendors will only hold their copper price for one day. Therefore, it is recommended that the City Council authorize the City Manager or his designee to approve all future purchases of copper pipe as needed at the lowest quoted price when a minimum of three quotes are obtained. Historically, City Council has approved this process, which was last approved in 2008.



The Public Works Department uses 1", 1.5", and 2" copper pipe to repair and replace water services throughout the city. Approximately 130 water services are repaired or replaced each year. It is estimated that \$55,000.00 will be spent each year on copper pipe. This dollar amount will increase or decrease depending on price fluctuations and the number of water services that need to be repaired or replaced.

BUDGET IMPACT:

Sufficient funds are available in the Water Service Maintenance Account: 591-441-55700-775.000.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THE AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT AND TO AUTHORIZE THE DIRECTOR OF PUBLIC SAFETY TO SIGN THE MEMORANDUM OF AGREEMENT TO PARTICIPATE IN THE COMBINED AUTO THEFT TEAM (CATT)

WHEREAS:

1. The Department of Public Safety has been awarded the Fiscal Year 2025 Auto Theft Prevention Authority (ATPA) grant funds and it is recommended City Council accept the funds.
2. A portion of the ATPA grant funding will be used to support a Police Detective position who works with the Combined Auto Theft Team (CATT) as detailed in the attached staff report.
3. It is recommended that City Council authorize the Director of Public Safety to sign a Memorandum of Agreement with CATT to formalize our partnership and realize these grant funds.
4. Approximately \$58,500 in ATPA grant funds will be used for the deployment of 32 Flock cameras in the City of Wyoming for one year as detailed in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the Auto Theft Prevention Authority (ATPA) grant.
2. The City Council does hereby authorize the Director of Public Safety to sign a Memorandum of Agreement with the Combined Auto Theft Team (CATT).

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 September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: September 6, 2024
Subject: Auto Theft Prevention Authority Grant Acceptance
From: Captain Timothy Pols
CC: Chief Kim Koster
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that the City Council accept FY 2025 Auto Theft Prevention Authority (ATPA) grant award, and that the Director of Public Safety be authorized to sign the memorandum of agreement between Grand Rapids, Kentwood, and Wyoming Police Departments in order to acknowledge this acceptance and renew our commitment to the Combined Auto Theft Team (CATT).

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Combined Auto Theft Team (CATT) is a multi-jurisdictional law enforcement team supervised by a Grand Rapids Police Department Sergeant and made up of detectives from Grand Rapids, Kentwood, and Wyoming Police Departments. Auto theft and associated crimes often cross jurisdictional boundaries in such a way that to investigate them separately and independently makes little sense. We have been a part of this task force for more than two decades. Communication with the team is seamless and we have great trust in the Grand Rapids supervisor leading it. Wyoming's interests and needs are always met, and we feel continued participation is important. The ATPA grant also allows us to receive the benefits of the latest training, intelligence sharing, technology access, and best practices that would be difficult to replicate if we went it alone.

This year, CATT received grant funds through the ATPA to cover 60 percent of personnel and vehicle costs for an auto theft detective. The grant award also provided renewed funding for FLOCK Cameras deployed throughout our city. The ATPA approved funding for deploying 10 additional cameras this year, however, instead of covering 100 percent funding for this equipment, they will now be covering 60 percent of FLOCK Cameras covered by the ATPA grant funding. This would increase the total number of FLOCK Cameras funded by the ATPA from 22 to 32 (including 2 portable cameras) but reduces their contribution to 60 percent of actual cost per camera. We have 12 other cameras that are entirely funded by the City and are independent of this proposal.

Grant Year	2024	2025
Number of Cameras:		
100% ATPA Funded Cameras	22	0
60 % ATPA Funded Cameras	0	32
100% City Funded	12	12
Total Cameras	34	44
Funding:		
Total Cost for All FLOCK Cameras	\$96,000	\$127,500
ATPA Contribution	\$66,000	\$58,500
City of Wyoming Contribution	\$30,000	\$69,000

There are contracts in place between the City and FLOCK for 34 FLOCK Cameras and on June 17, 2024, City Council authorized the City Manager to sign a contract with FLOCK for the 10 additional cameras pending the anticipated approval of the ATPA Grant proposed in this staff report. At that time, it was assumed that the ATPA would cover 100 percent of the funding for these cameras. Although the ATPA reduced this to 60 percent, we believe that it is still advantageous for the City to honor this contract with FLOCK.

BUDGET IMPACT:

As described above, participation will allow us to recoup 60 percent of a detective position, vehicle costs, and FLOCK equipment expenses with grant dollars. The grant is estimated at \$90,035 for personnel and vehicle expenses plus approximately \$58,500 for FLOCK cameras. We have already included \$90,000 in the police department budget to maintain our FLOCK camera contracts. With the ATPA grant funding covering 60% of the cost for the existing cameras and 10 additional cameras, the City will save \$58,500.

Attachments:

ATPA Memorandum of Agreement

AGREEMENT
for
PARTICIPATION IN CATT AND RECEIPT OF ATPA GRANT FUNDS
between
City of Grand Rapids (Grand Rapids Police Department)
and
City of Kentwood (Kentwood Police Department)
and
City of Wyoming (Wyoming Police Department)

I. PARTIES

This Agreement is made between City of Grand Rapids (Grand Rapids Police Department), City of Kentwood (Kentwood Police Department), City of Wyoming (Wyoming Police Department).

This Agreement will be performed by the parties' law enforcement agencies. Each party may be referred to in this Agreement by its respective law enforcement agency.

City of Grand Rapids may also be referred to in this Agreement as the "Grant Administrator." The parties are collectively referred to in this Agreement as the Grand Rapids automobile theft prevention team CATT.

II. PURPOSE

The purpose of this Agreement is to set forth the relationship and responsibilities of the members of CATT.

III. EXHIBITS

The following exhibits are part of this Agreement:

Exhibit A: FY 2025 Automobile Theft Prevention Authority (ATPA) Grant Application.

Exhibit B: FY 2025 ATPA Grant Contract.

IV. RESPONSIBILITIES

CATT agrees to accomplish the following objectives, which are more fully outlined in Exhibit A and Exhibit B:

City of Grand Rapids (Grand Rapids Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.

- e. Following forfeited property auctions, report to the ATPA the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Receive quarterly progress reports and reimbursement requests from CATT participating law enforcement agencies, compile received reports, and submit compiled data with supporting documentation to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).

City of Kentwood (Kentwood Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

City of Wyoming (Wyoming Police Department) will:

- a. Work to reduce the number of automobile thefts in the grant coverage area, as defined in the ATPA Grant Application (Exhibit A), by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved in auto theft-related activities and reducing false auto theft reports.
- b. Comply with ATPA guidelines, policies, and Uniform Crime Reporting (UCR) requirements for submission of data.
- c. Maintain clear and reliable documentation of performance activity and financial expenditures.
- d. Attend regular meetings for area detectives and insurance investigators, including participation in the monthly anti-car theft meetings.
- e. Following forfeited property auctions, report to the Grant Administrator the dollar amount deposited into the designated forfeiture account on progress reports.
- f. Submit quarterly progress reports and reimbursement requests to the Grant Administrator by the due dates set by the Grant Administrator.

The Parties mutually agree:

- a. To make all reasonable efforts to ensure that all reports are submitted to the Grant Administrator, compiled, and forwarded to the ATPA by the due dates designated in the ATPA Grant Contract (Exhibit B).
- b. To work cooperatively to fulfill all grant requirements as stated in the ATPA Grant Contract (Exhibit B).
- c. To use the Michigan High Intensity Drug Trafficking Areas' Deconfliction Center on all cases, when applicable.

V. LIABILITY

Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.

VI. ASSURANCES

- Each party certifies that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this Agreement been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

VII. CORRESPONDENCE

All notices or other written communications shall be addressed as indicated in this section, or as specified, by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other communications required by, or related to, this Agreement shall be in writing and shall be delivered in one of the following manners:

- a. In person.
- b. By certified registered mail, return receipt requested, with all postage or charges prepaid; or,
- c. By email to the email address identified for the authorized representative.

Grand Rapids:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Wyoming:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

Kentwood:

Contact:
Address:
City, State, Zip:
Telephone:
Email:

VIII. TERM

This Agreement is contingent upon funds being awarded by the ATPA for auto-theft prevention activities. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, for a period beginning October 1, 2024 through September 30, 2025, unless terminated early, as hereinafter set forth.

IX. TERMINATION

Any party may terminate this Agreement for any reason, provided that at least 30 days advance written notice of termination is given to the non-terminating parties by the terminating party.

X. ENTIRE AGREEMENT AND AMENDMENT


This Agreement is the complete and exclusive Agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. This Agreement may only be amended by a written document signed by the Parties after receiving approval from their governing bodies. However, a Party may change its Correspondence information without amending the Agreement in accordance with Section VII; it is not necessary to amend this Agreement for the sole purpose of changing the Correspondence information.

XI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XII. SIGNATURES

Each Party certifies that it has received approval from its governing body via resolution to enter into this Agreement. The person signing this Agreement on behalf of each Party certifies that he or she has the necessary approval and authority to sign this Agreement on behalf of the Party and bind the Party to the terms and conditions contained herein.

City of Grand Rapids (Grand Rapids Police Department)
By:  Date: September 5, 2024
Printed Name: ERIC WINSTROM
Title: POLICE CHIEF

City of Kentwood (Kentwood Police Department)
By:  Date: 9/6/2024
Printed Name:
Title:

City of Wyoming (Wyoming Police Department)
By: _____ Date: _____
Printed Name:
Title:

9/16/24

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO THE WATER RESEARCH FOUNDATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize payment to the Water Research Foundation in the amount of \$37,488.91.
2. Approximately \$18,000.00 attributed to the wholesale customer communities and is recovered in the wholesale rates.
3. Funds are available in account numbers 591-537-55300-956.000 and 590-536-54300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment to the Water Research Foundation in the amount of \$37,488.91.

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 September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice

Resolution No. _____

STAFF REPORT

Date: September 4, 2024
Subject: Water Research Foundation Annual Subscription
From: Jaime Fleming, Superintendent
CC: Myron Erickson, P.E., Director of Public Works
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended City Council authorizes continued support of the Water Research Foundation (WRF) via Utility Membership fee for the 2023/24 subscription period in the amount of \$37,488.91.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability.

DISCUSSION:

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

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

BUDGET IMPACT:

Adequate funds exist in the Water Fund account 591-537-55300-956.000 and Sewer Fund account 590-536-54300-956.000.



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

	Date 09/05/2024
Subscriber Number 0004522	Foundation Tax ID 13-6211384
Subscriber Since 1986	Invoice Number 0004522-2023-1

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

Order No.	Description	Total Commitment
7000184955	WRFMBR - Utility Membership 01-Nov-2023 to 31-Oct-2024	\$37,488.91
	Amount Due:	\$37,488.91



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

Detach and return with payment

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

	Due Date 09/05/2024
Subscriber Number 0004522	Invoice Number 0004522-2023-1

Order No. 7000184955	Description MBRUTILITY- ONEWATER	Amount Due \$37,488.91 (USD)
Revised Invoice Requested? Yes No		Amount Enclosed

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



RESOLUTION NO. _____

RESOLUTION APPROVING 3rd WATER TRANSMISSION MAIN CONTRACTS

WHEREAS:

1. The state is requiring the city to construct a third transmission main from the city's drinking water plant near Lake Michigan to serve water users in Kent and Ottawa Counties.
2. The city's consulting engineers, Prein&Newhof (**P&N**), under a 2018 professional services agreement that has previously been amended three times, designed phase 1 of the third water transmission main project, breaking that project into three contracts corresponding to portions of the pipeline to be constructed.
3. Because certain valves to be installed as part of the third water transmission main have long production lead times, the city bid the acquisition of those valves as a separate contract.
4. On August 15, 2024, the city received sealed bids for the valve procurement contract and, due to a failure to comply with the intent of the bid specifications, previous experience with suppliers failing to meet needed delivery schedules, and city staff's familiarity and experience with some valves, P&N and city staff are recommending awarding the contract to the third lowest bidder, De Zurik, Inc. at a cost not to exceed \$\$1,239,250.00
4. On August 29, 2024, the city received bids on the three construction contracts for phase 1 of the third water transmission main, and P&N and city staff recommend awarding contract 1 to Kamminga & Roodvoets (**K&R**) for \$26,812,755.00; contract 2 to K&R for \$21,442,415.00; and contract 3 to Ric-Man Construction for \$11,451,774.00.
5. P&N has proposed a 4th amendment to its 2018 third water transmission main design contract to provide construction administration and oversight for all three phase 1 construction contracts in the amount not to exceed \$4,896,000.00.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The third water transmission main phase 1 valve contract is awarded to DeZurik, Inc. in the amount stated above.
2. The third water transmission main phase 1 contracts 1 and 2 are awarded to K&R in the amounts stated above.
3. The third water transmission main phase 1 contract 3 is awarded to Ric-Man Construction in the amount stated above.
4. A project contingency of \$6,000,000.00 is authorized for the construction contracts, and the City Manager is authorized to approve associated change orders.
5. The 4th Amendment to the 2018 third water transmission main design contract with P&N to provide construction administration and oversight for third water transmission main phase 1 contracts 1 through 3 is approved in the amount stated above.
6. All contracts shall be in a form approved the City Manager and City Attorney.
7. The Mayor and City Clerk are authorized and directed to sign them for the city and city staff is authorized and directed to fully implement them in accordance with their terms.
8. 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 September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 5, 2024
Subject: 3rd Water Transmission Main Contract Awards
From: Aaron Vis, Deputy Director of Public Works
CC: Myron Erickson, Director of Public Works
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that the City Council award the following contracts, contract amendments and contingency related to the first phase of the 3rd water transmission main; authorize the mayor and city clerk to sign the contracts upon approval as to form by the city attorney; and authorize the city manager or designee to approve associated change orders:

- Valve Procurement Contract with DeZurik, Inc., for a total price not to exceed \$1,239,250.00.
- Contract 1 to Kamminga & Roodvoets, in an amount of \$26,812,755.00
- Contract 2 to Kamminga & Roodvoets, in an amount of \$21,442,415.00
- Contract 3 to Ric-Man Construction, in an amount of \$11,451,774.00
- An overall construction project contingency of \$6,000,000.00, which is approximately 10% of the total overall project construction cost of \$59,706,944.00.
- A fourth amendment to the 3rd Water Transmission Main Design Contract with Prein&Newhof, which includes providing construction administration and oversight for the first phase of the 3rd water transmission main, on a time and materials basis with a not to exceed amount of \$4,896,000.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
 - Goal 3 – Improve city infrastructure and service reliability
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

In 2017, the State of Michigan required the City to install a 3rd water transmission main. Since then, staff have been working closely with our consulting engineering partner Prein&Newhof to design and solicit bids for this work. The overall project is the installation of approximately 55,000 feet of 60-inch steel water transmission main from the Water Treatment Plant east to 98th Avenue, including a number of valves and construction administration and oversight as detailed below.

Valve Procurement Contract

One critical aspect of this work has been the design, solicitation and review of bids for large diameter valves on Wyoming’s new water transmission main. These water main valves are being purchased separately from the overall 3rd water transmission main project to expedite procurement and ensure that they are manufactured and delivered in time. Lead times for valves of this size can be over one year.

On August 15, 2024, sealed bids were received for six 60”-diameter butterfly valves; two 54”-diameter butterfly valves; and two 42” double metal-seated ball valves. Six bids were received. However, only four of them were considered since two did not meet product requirements.

Prein&Newhof completed a review of the sealed bids. A summary of their findings and award recommendation letter is attached to this staff report. Both Prein&Newhof and City staff recommend awarding the valve purchase to DeZurik, Inc., the third lowest quotation received at a total price of \$1,239,250.00. The lowest quotation did not meet the design intent of the metal-seated ball valve. The second lowest quotation was from a company that delivered similarly-sized valves over two years late on our 2021 yard piping project – something that cannot be allowed to happen on this project. The City has numerous DeZurik valves in its transmission system, is familiar with its product and services, and has had excellent field support from the company when needed.

Contracts 1-3 of the First Phase of the 3rd Water Transmission Main

In order to both encourage competition and yet maintain construction efficiency, this first phase of Wyoming’s 3rd water transmission main project bid was divided up into multiple contracts. Contract 1 includes work from the Water Treatment Plant to just east of US-31. Contract 2 includes work from that point further east until 98th Avenue. Contract 3 includes work along 98th Avenue and interconnects with the existing 2 transmission mains. Bidders were encouraged to provide a credit if they were awarded multiple contracts. All work must be completed by July 1, 2027.

A bid specification was made available on the City’s e-bidder system. Eighty-two registered bidders downloaded the specifications, and 5 bids were received on Thursday, August 29, 2024.

Bid results were very competitive, as noted below.

Bidder	Contract No. 1	Contract No. 2	Contract No. 3
Kammaing & Roodvoets	\$26,932,755.00	\$21,562,415.00	\$12,508,278.50
Ric-Man Construction	\$27,111,761.00*	\$22,493,982.00	\$11,451,774.00
Dunigan Bros, Inc.	\$33,043,656.50	\$25,453,779.94*	\$11,834,334.14*
LGC Global	\$38,966,867.00*	\$26,972,500.00	\$16,214,500.00
S.J. Louis Construction	No Bid	\$26,373,950.00	\$14,547,414.00

Results with an asterisk (*) indicate a correction was made to the stated bid total due to a math error within the bid package.

Following receipt of bids, Prein&Newhof completed a review of the bidders to confirm project understanding, construction schedule, bid completeness, and subcontractor quality, and to ensure that each had similar project experience. A summary of this work is included in the attached letter from Prein&Newhof.

Prein&Newhof recommends, and City staff concur with, the following for contract award. Each of these are the low bids, with credits applied, for the individual contracts:

Contract	Bidder	Base Bid	Credit	Contract Award
Contract No. 1	Kamminga & Roodvoets	\$26,932,755.00	(\$120,000.00)	\$26,812,755.00
Contract No. 2	Kamminga & Roodvoets	\$21,562,415.00	(\$120,000.00)	\$21,442,415.00
Contract No. 3	Ric-Man Construction	\$11,451,774.00	(\$0.00)	\$11,451,774.00
Total Construction Bid Price				\$59,706,944.00

In addition to the contracted amounts, it is further recommended to authorize a project contingency amount of \$6,000,000.00, or approximately 10% of the overall project cost. This is a standard City and industry practice for these types of construction projects.

Construction Administration and Oversight Contract

In August of 2018, the City solicited quotations from engineering firms to perform design engineering work and provide construction administration/oversight for the 3rd water transmission main. At that time, firms were not asked to provide a cost for the construction administration and oversight work due to the extended project timeline and as-yet undefined scope of work. The City made it clear that a separate proposal to perform the construction administration and oversight would be solicited from the successful firm once bids were received for construction.

In late 2018, two firms provided quotations and, after careful evaluation, the City awarded the design engineering work to Prein&Newhof at the December 3, 2018 meeting with resolution number 26249.

Since bids have now been received and contracts have been recommended for award for the construction of the 3rd water transmission main, and in accordance with what was intended in 2018, a proposal to perform construction administration and oversight was requested from Prein&Newhof. The attached proposal and contract amendment detail this work, which in summary includes:

- Engineering, including: project administration, progress meetings, pay estimate preparation, record drawings, permit compliance, main and valve testing and startup.
- Field Services, including: construction staking; full-time construction observation on main, road reconstruction, and valve installation; and surveying.
- Community Relations Services, including: developing and maintaining a construction update webpage and responding to public calls and challenges.

The City's water transmission system serves 11 communities and nearly 250,000 persons in the west Michigan region. It is imperative that the 3rd water transmission main, a vital piece of infrastructure with an expected life of 75 years, be installed according to how it was designed and in consistence with numerous federal, state and local permits. While City staff will also observe and participate in construction oversight, this project is far too critical and nuanced to manage internally. Additionally, the City has historically contracted out this type of work for projects of this size. Because of this and in accordance with what was planned in 2018, staff are recommending a fourth amendment to the existing contract with Prein&Newhof to perform construction oversight and administration on a time and material basis with a not to exceed amount of \$4,896,000.

It should be noted that the surge suppression system, which is a component of the 3rd water transmission main project, is currently still in design by Prein&Newhof. A separate proposal to perform construction administration and oversight for this surge suppression work will be solicited from Prein&Newhof when construction bids for that project have been received. This is likely to occur in the spring of 2025.

BUDGET IMPACT:

Sufficient funds exist in the Water Construction Fund, Capital Outlay Account 572-537-57300-986.444, pending approval of the accompanying bond resolution.

Attachments:

Prein&Newhof Award Recommendation Letters
Valve Procurement Contract
Contracts 1-3 bid submittals
Prein&Newhof 4th Contract Amendment

September 5, 2024
 2180630

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

RE: Water Transmission Main No. 3 - Phase 1
 Valve Procurement Quotes

Dear Jaime:

Sealed quotes were received on August 15, 2024, to provide (6) 60" butterfly valves, (2) 54" butterfly valves, and (2) 42" double metal-seated ball valves for use in the Water Transmission Main No. 3 projects. Quotes were solicited from four entities with which the City has familiarity procuring large valving/plant equipment from. A total of six quotes were received; however, two of the quotes received were from entities that were not sent a solicitation for quotes. Those quotations were not included in the bid evaluation as one did not meet product requirements and the other was from a supplier that proposed a valve manufacturer which neither the City nor we are familiar with.

The following is a summary of pricing received from the four entities.

Supplier (Manufacturer)	60" B'FLY (EA)	54" B'FLY (EA)	42" Ball (EA)	Other	Total
Hamlett Environmental (Val-Matic)	\$100,207.43	\$87,705.80	\$149,867.02	\$0.00	\$1,076,390.22
Peterson & Matz (Pratt)	\$98,060.73	\$69,196.15	\$203,712.00	\$3,545.00	\$1,137,725.68
Kennedy (DEZURIK)	\$79,830.00	\$64,499.00	\$315,636.00	\$0.00	\$1,239,250.00
HESCO (Cripin, B'FLY / Ross, Ball)	\$75,747.00	\$65,142.00	\$521,062.50	\$36,000.00	\$1,662,891.00

Ms. Fleming
September 5, 2024
Page 2

Post bid Prein&Newhof reviewed the bid submittal materials, followed up with Peterson & Matz and Kennedy to confirm their understanding of the scope and schedule, and reviewed pros and cons for each valve with City staff to help weight the evaluation. Based on the conversation and prior experience working with both suppliers and the valve manufacturers they represent; we recommend award of the valve procurement contract to the Kennedy/DEZURIK team. The recommendation is based on the following factors:

- The quoted Val-Matic ball valves did not meet the design intent of a metal-seated ball valve.
- The project team recently experienced significant scheduling challenges with Pratt on the WTP Discharge Piping Improvements project whereabouts valves were delayed over 2 years from the original delivery date. Any valve delivery delays on this project would have a significant impact on construction of the third transmission main.
- The project team would prefer to coordinate valve purchase through one entity.
- The City current has numerous DeZurik ball and butterfly valve within its system and is thus familiar with the product and its abilities.
- Prior experience with Kennedy/DEZURIK field services indicates their team will be attentive and responsive if challenges are encountered during installation or start-up.

If you have any questions or need anything further feel free to contact us.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

MRP/spt

Enclosure(s):

cc: Myron Erickson, City of Wyoming
Aaron Vis, City of Wyoming

CITY OF WYOMING

CITY PURCHASING CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$7,500)

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.

Effective Date means: _____, 202__.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B and includes the City-issued Request for Quote.

Standard Terms means Exhibit A "City Contract Standard Terms and Conditions", including the Risk Allocation and Insurance Provisions and the Addendum to Purchasing Contract.

Supplier means:

DeZURIK, Inc.
[Name of supplying entity]
A Delaware Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
250 Riverside Avenue North
[Supplier's street address]
Sartell, MN 56377
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

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

See Addendum to City Purchasing Contract

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

City and Supplier 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:



Supplier: DeZURIK, Inc.

By: Bryan Burns
[Signature of officer, director, or principal of Supplier]
Bryan M. Burns / President and CEO
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: September 4, 2024



EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Supplier represents and promises that:

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

B. Supplier and its 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. Unless waived by City's purchasing director, Supplier and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Supplier and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Supplier 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. Therefore:

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

C. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If

information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

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

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) 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 Supplier or of any parent, affiliate, or subsidiary organization or subcontractor of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

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

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

6. Payment to Supplier.

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

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after invoice and all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

8. Information, Quality, and Related Requirements.

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

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

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

9. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated

and applicable to any purchase, will not be subject to trade or cash discounts.

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

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

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

C. A party need not undertake the procedure provided in subsection 13.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions,

errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess.

19. General Terms.

F. These terms and conditions may not be amended or modified except in writing signed by Supplier 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.

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

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

ADDENDUM TO CITY PURCHASING CONTRACT

Payment Terms: Progress payment will be made to Supplier net 30 days from Supplier's shipment/invoice date for the Payment Milestones defined below. City agrees payment terms will apply for each shipment of product or provision of service related to the unit pricing in the Proposal.

- 10% upon acceptance of final proposal and approval of submittals.
- 85% upon delivery of the valve(s).
- 5% upon substantial completion, [however not to exceed one \(1\) year from Supplier's delivery date for such goods.](#)

Use Taxes associated with the valve purchase will be paid through each valve's respective construction contract via an Allowance.

Liquidated Damages: City and Supplier recognize that time is of the essence and that City will suffer financial and other losses if the Items are not delivered and ready for receipt of delivery by City's contractor within the time specified below, plus any extensions thereof allowed in accordance with this Contract. [The parties agree any delay or failure by City to release valves to production by October 31, 2024 which is not due to Supplier's fault will extend such dates below by an equivalent amount of time without penalty to Supplier.](#) The parties also recognize that the timely performance of services by others involved in the project is materially dependent upon Supplier's specific compliance with the delivery requirements below. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by City if complete, acceptable Items are not delivered on time. Accordingly, instead of requiring any such proof, City and Supplier agree that as liquidated damages for delay (but not as a penalty) Supplier shall pay City **\$4,000** for each day that expires after the time specified below for delivery of acceptable Items. [Aggregate Supplier liquidated damages shall not exceed ten percent \(10%\) of the Contract Price.](#) Liquidated damages will be enforced per construction contract. [Notwithstanding the foregoing, Supplier shall not be liable for delays in delivery or other performance due to causes beyond its reasonable control. Supplier shall use reasonable commercial efforts to ensure on time delivery schedule.](#)

Milestone#1 - Delivery of acceptable items for Contract No. 1 - ~~June 4, 2025~~ [June 20, 2025](#)

Milestone #2 - Delivery of acceptable Items for Contract No. 3 - November 3, 2025

Milestone #3 - Delivery of acceptable Items for Contract No. 2 - April 3, 2026

Goods from Another Source: If Supplier fails, refuses or is unable to deliver the items, City may obtain them from another source and Supplier will be obligated to pay any additional amounts City must pay to obtain the items from the other source.

Assignment/Transfer: Supplier agrees to accept assignment/transfer of the agreement to Contractor(s) based upon the following conditions. Upon assignment/transfer of the agreement from the City to Contractor(s) a new Contract will be issued between Contractor(s) and Supplier with the same terms and conditions as mutually agreed between the City and Supplier for the portion of the contract to be assigned/transferred to Contractor(s). Pricing of the material(s) in aggregate provided under this contract must remain firm for the material(s) included in the Proposal when assigned/transferred to Contractor(s). Contractor(s) must be required to provide City a performance bond for the value of the contract assigned/transferred and a copy of such bond provided to Supplier for their records.

Warranty: [Supplier's standard warranty shall apply and be extended.](#) Warranty period must be two years from the date of Substantial Completion of the respective contract for which the valve is installed, [however not to exceed three \(3\) years from Supplier's delivery date.](#)

Limitation of Liability: [Neither party shall be liable to the other for special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of use, under, arising from, or relating to this Contract. Regardless of any other provision of this Contract, Supplier's liability to City for claims for a loss arising out of Supplier's performance or failure to perform will not exceed amounts City pays Supplier under this Contract.](#)

DeZURIK QUOTATION



To: City of Wyoming

Date of Quote: 08/05/2024

Quote Number: QUO121749

Project Name: P&N - Wyoming Bfly

I.D. (Rep. Use):

Line of Business: 4941 Water Treatment

Make Order To: DeZURIK, INC.
C/O KENNEDY INDUSTRIES INC. (563)
PO BOX 930079
WIXOM MI 48393
United States
Eric Griffith
Tel/Direct:248.684.1200
egriffith@kennedyind.com

Invoice Terms: Net 30

Days Valid: 30 day(s)

Delivery Terms: FCA, Seller's Facility

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA. UNLESS OTHERWISE NOTED, QUOTATIONS ARE VALID FOR 30 DAYS. UNTIL ACCEPTANCE OF ORDER, QUOTED PRICES AND DELIVERY ARE SUBJECT TO CHANGE. UNLESS OTHERWISE NOTED, PRICES ARE FIRM FOR SHIPMENT OF GOODS WITHIN 12 MONTHS FROM THE RELEVANT QUOTATION DATE. OUR PRICES ARE BASED ON CURRENT PRICES FOR MATERIAL. IF A SIGNIFICANT MATERIAL PRICE INCREASE OCCURS BETWEEN ORDER ACCEPTANCE AND SHIPMENT DATE, GOODS SCHEDULED TO SHIP BEYOND 12 MONTHS OF THE QUOTATION DATE ARE SUBJECT TO A PRICE ADJUSTMENT BY THE AMOUNT NECESSARY TO COVER SUCH AN INCREASE.

Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
2		2	9XXXXXX BAW,54,F1,DI,NBRN-NBR,250B,DI-S5*X*Modified Style: BAW - DeZURIK AWWA C504 3-72"; C516 78" and larger Rubber Seated Butterfly Valve (BAW) Size: 54 - 54 Inch (1400mm) End Connection: F1 - Flanged Drilling; ASME Class 125/150 Body Material: DI - Ductile Iron Packing: NBRN - Acrylonitrile Butadiene; Self Adjusting; -20 to 180° F. (-29 to 82° C.) Seat Material: NBR - Acrylonitrile Butadiene; Temperature -20 to 180° F. (-29 to 82° C.) Service Class: 250B - AWWA Class 250B Disc Material: DI - Ductile Iron with 316 Stainless Steel Edge Shaft Material: S5 - 17-4PH Stainless Steel Coating: S30SC0 - Interior: 8 mils minimum of Blue DeZURIK Epoxy with Standard (SP10). Exterior: 8 mils minimum of Blue DeZURIK Epoxy with Standard (SP10) surface prep Actuator: X - Rotork IW8/IR2 for submerged service, Open Right Weight (Approx): 7500 lbs/ 3402 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 180 Degrees F.	\$64,499.00	\$128,998.00

DeZURIK QUOTATION



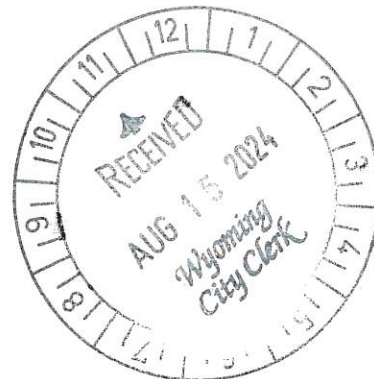
Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Additional Modification : Rotork IW8/IR2 for submerged service, Open Right, ENGS EXTENSION AND NUT		
3		6	9XXXXXX BAW,60,F1,DI,NBRN-NBR,250B,DI-S5*X*Modified Style: BAW - DeZURIK AWWA C504 3-72"; C516 78" and larger Rubber Seated Butterfly Valve (BAW) Size: 60 - 60 Inch (1500mm) End Connection: F1 - Flanged Drilling; ASME Class 125/150 Body Material: DI - Ductile Iron Packing: NBRN - Acrylonitrile Butadiene; Self Adjusting; -20 to 180° F. (-29 to 82° C.) Seat Material: NBR - Acrylonitrile Butadiene; Temperature -20 to 180° F. (-29 to 82° C.) Service Class: 250B - AWWA Class 250B Disc Material: DI - Ductile Iron with 316 Stainless Steel Edge Shaft Material: S5 - 17-4PH Stainless Steel Coating: S30SC0 - Interior: 8 mils minimum of Blue DeZURIK Epoxy with Standard (SP10). Exterior: 8 mils minimum of Blue DeZURIK Epoxy with Standard (SP10) surface prep Actuator: X - Rotork IW8/IR2 for submerged service, Open Right Weight (Approx): 9825 lbs/ 4457 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 180 Degrees F. Additional Modification : Rotork IW8/IR2 for submerged service, Open Right, ENGS EXTENSION AND NUT	\$79,830.00	\$478,980.00
7		2	9XXXXXX VBL,42,DS,F1,DI,250,ML-DIS5-S2,DTR*X*CC0519 Style: VBL - AWWA Metal Seated Ball Valve (VBL) Size: 42 - 42 Inch (1100mm) Body Style: DS - Double Seated End Connection: F1 - Flanged Drilling; ASME Class 150 Body Material: DI - Ductile Iron Cold Working Press: 250 - Class 250 PSI Body/Adpt Seat Ring: ML - Monel Shaft Material: DIS5 - Ductile Iron Ball and 17-4PH Stainless Steel Ball Seat Ring Material: S2 - 316 Stainless Steel Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Coating: S30SC0 - Interior: 8 mils minimum of Blue DeZURIK Epoxy with Standard (SP10).	\$315,636.00	\$631,272.00

DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Exterior: 8 mils minimum of Blue DeZURIK Epoxy with Standard (SP10) surface prep Actuator: X - Enter your modification here Weight (Approx): 15076 lbs/ 6839 kgs Max Temperature: 450 Degrees F. Max Valve Pressure: 300 psig Modification: CC0519 - 10 MILS MINIMUM (NON-STAINLESS STEEL PARTS) OF BLUE DEZURIK EPOXY (NSF STD. 61) ON INTERIOR WITH STANDARD (SP10) SURFACE PREP., 10 MILS MINIMUM (NON-STAINLESS STEEL PARTS) OF BLUE DEZURIK EPOXY (NSF STD. 61) ON EXTERIOR WITH STANDARD (SP10) SURFACE PREP., ENGS EXTENSION, C/L OF VALVE TO TOP OF NUT = 120"., CERTIFICATE OF MATERIAL COMPLIANCE TO PURCHASE ORDER, ROTORK IW12/IR4/AS5 2372:1 FA48 600MM HANDWHEEL WITH 2" NUT PER QUOTE CUS098687-00-3, MFILE 26539., TROY VALVE POSITION INDICATOR VALVE BOX ADAPTOR, INDICATE 593 TURNS TO OPEN, PER DRAWING API_OP9FB., LETTER FROM THE MANUFACTURER STATING THAT THE PERFORMANCE AND MATERIAL REQUIREMENTS FOR THE VALVE FULLY COMPLY WITH THE SPECIFICATIONS., SHOP TESTING PROCEDURE, INCLUDING HYDROSTATIC AND LEAKAGE TESTS AND RESULTS TO BE SENT PRIOR TO SHIPMENT., CERTIFIED PHYSICAL AND CHEMICAL TEST REPORTS PER SPEC QY00064		
Total					\$1,239,250.00

*Estimated manufacturing lead times included in this quotation are defined as "after release of order to production" (ARO) and are subject to change based upon availability of parts and manufacturing capacity at the time the goods are released to production. Production orders are considered released to production upon receipt. Manufacturing lead times do not include transit lead times. Estimated lead times are based upon the items and quantities listed on the quotation. Any changes to order codes and/or quantities may result in changes to manufacturing lead times.



September 5, 2024
 2180630

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

RE: Water Transmission Main No. 3 – Phase 1
 Contracts No. 1, 2, and 3 Bid Results

Dear Jaime:

The City of Wyoming is undertaking construction of Phase 1 of its third transmission main. Phase 1 consists of approximately 55,000 feet of 60-inch water transmission main from the Water Treatment Plant to approximately 98 Avenue alignment. The project will also construct a connection along the 98th Avenue alignment between the three-transmission mains. Phase 1 construction was broken into three contracts to increase competition while maximizing economies of scale.

Bids were received on August 29, 2024, for the above referenced projects. The following is a summary of responsive bidders for Contracts No. 1, 2, and 3, and the proposed base bid pricing for each contract.

Bidder	Contract No. 1	Contract No. 2	Contract No. 3
Kamminga & Roodvoets	\$26,932,755.00	\$21,562,415.00	\$12,508,278.50
Ric-Man Construction	\$27,111,761.00*	\$22,493,982.00	\$11,451,774.00
Dunigan Bros, Inc.	\$33,043,656.50	\$25,453,779.94*	\$11,834,334.14*
LGC Global	\$38,966,867.00*	\$26,972,500.00	\$16,214,500.00
S.J. Louis Construction	No Bid	\$26,373,950.00	\$14,547,414.00

Bids with an asterisk (*) indicate a correction was made to the stated bid total due to a math error within the bid package.

In addition to base bid pricing, Bidders were given the option to offer a credit if awarded multiple contracts. Following is a summary of credits offered by each Bidder. The credit offered by LGC Global was made in error and was not considered in the bid evaluation process.

Bidder	C1 & C2	C2 & C3	C1 & C3	C1, C2 & C3
Kammainga & Roodvoets	\$240,000.00	\$0.00	\$0.00	\$425,000.00
Ric-Man Construction	\$300,000.00	\$0.00	\$0.00	\$400,000.00
Dunigan Bros, Inc.	\$250,000.00	\$0.00	\$200,000.00	\$325,000.00
LGC Global	\$0.00	\$41,549,520.00	\$0.00	\$0.00
S.J. Louis Construction	-	\$300,000.00	-	-

Based on an evaluation of bid pricing received, the lowest combination of bidders is noted below:

Contract	Bidder	Base Bid	Credit	Contract Award
Contract No. 1	Kammainga & Roodvoets	\$26,932,755.00	(\$120,000.00)	\$26,812,755.00
Contract No. 2	Kammainga & Roodvoets	\$21,562,415.00	(\$120,000.00)	\$21,442,415.00
Contract No. 3	Ric-Man Construction	\$11,451,774.00	(\$0.00)	\$11,451,774.00
Total Construction Bid Price				\$59,706,944.00

Post bid Prein&Newhof followed up with Kammainga & Roodvoets and Ric-Man Construction to confirm their project understanding, construction schedule, and bid completeness, and to review proposed sub-contractors. Based on the review, Kammainga & Roodvoets and Ric-Man Construction appear to have a good understanding of the project and have quality subcontracting teams.

Kammainga & Roodvoets has constructed numerous projects of similar scope with successful outcomes for the City. Ric-Man Construction has constructed numerous projects of similar scope with successful outcomes for many municipalities on the east side of the State. They have notably completed many large diameter steel transmission main projects for the Great Lakes Water Authority. We recommend awarding Contracts No. 1 and No. 2 to Kammainga & Roodvoets and Contract No. 3 to Ric-Man Construction.

If you have any questions or need anything further feel free to contact me.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

MRP/spt

cc: Myron Erickson, City of Wyoming
 Aaron Vis, City of Wyoming

Bid Proposal - Contract No. 1 (Addendum No. 1)

Owner:	City of Wyoming
Owner Address:	City Clerk's Office, Wyoming City Hall, 1155 28 th Street SW, PO Box 905, Wyoming, Michigan, 49509-0905
Project Title:	Water Transmission Main No. 3, Phase 1 - Contract No. 1
Bid Date & Time:	Thursday August 29, 2024, Project #: 2180630 at 11:00 am

The undersigned, being familiar with the site, drawings, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the lump sum on the following sheets.

Date Prepared: 8/29/24

Receipt of Addenda

Receipt of Addenda 1 through 2 is hereby acknowledged

Summary of Bids

Total Bid \$ 26,932,755.⁰⁰



The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. No partial bids will be accepted.

Contractor's Signature

<u>KAMMINGA & ROODVOETS, Inc.</u>	<u>616-949-0300</u>	
Contractor's Name	Telephone Number	
<u>3435 BROADMOOR AVE SE</u>	<u>GRAND RAPIDS</u>	<u>49512</u>
Business Address	City	Zip Code
<u>[Signature]</u>	<u>VP ESTIMATING</u>	<u>8/29/24</u>
Signature	Title	Date

Seal (if bidder is a corporation)

Bid Proposal - Contract No. 2 (Addendum No. 1)

Owner:	City of Wyoming
Owner Address:	City Clerk's Office, Wyoming City Hall, 1155 28 th Street SW, PO Box 905, Wyoming, Michigan, 49509-0905
Project Title:	Water Transmission Main No. 3, Phase 1 - Contract No. 2
Bid Date & Time:	Thursday August 29, 2024, Project #: 2180630 at 11:00 am

The undersigned, being familiar with the site, drawings, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the lump sum on the following sheets.

Date Prepared: 8/29/24

Receipt of Addenda

Receipt of Addenda 1 through 2 is hereby acknowledged.

Summary of Bids

Total Bid \$ 21,562,415.00



The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. No partial bids will be accepted.

Contractor's Signature

KAMMINGA & ROOZDOETS, Inc. 616-949-0800
Contractor's Name Telephone Number

3435 BROADMOOR AVE SE GRAND RAPIDS 49512
Business Address City Zip Code

[Signature] VP ESTIMATING 8/29/24
Signature Title Date

Seal (if bidder is a corporation)

Bid Proposal - Contract No. 3 (Addendum No. 1)

Owner:	City of Wyoming
Owner Address:	City Clerk's Office, Wyoming City Hall, 1155 28 th Street SW, PO Box 905, Wyoming, Michigan, 49509-0905
Project Title:	Water Transmission Main No. 3, Phase 1 - Contract No. 3
Bld Date & Time:	Thursday August 29, 2024, Project #: 2180630 at 11:00 am

The undersigned, being familiar with the site, drawings, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the lump sum on the following sheets,

Date Prepared: 8/29/24

Receipt of Addenda

Receipt of Addenda 1 through 2 is hereby acknowledged.



Summary of Bids

Total Bid \$ 11,451,774⁰⁰

The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding. No partial bids will be accepted.

Contractor's Signature

Dic-Man Construction, Inc. 586-739-5210
Contractor's Name Telephone Number

41500 MOUND RD STERLING HTS 48314
Business Address City Zip Code

[Signature] PRESIDENT 8/29/24
Signature Title Date

Seal (if bidder is a corporation)

CITY OF WYOMING

4th AMENDMENT TO THIRD TRANSMISSION MAIN DESIGN CONTRACT

Prein & Newhof, Inc.

This is a 4th Amendment to the Third Transmission Main Design Contract made as of December 3, 2018 ("Original Contract") between the City of Wyoming (City) and Prien & Newhof, Inc. (Professional). The Original Contract was amended in January 2023, in August 2023, and in July 2023.

RECITALS

- A. City wishes to add additional administrative and engineering services for the 3rd Transmission line project. (Added Services).
- B. Professional submitted a proposal dated September 5, 2024, for the additional services, 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 compensation stated in the Proposal.
- 2. All other terms of the Professional Services Contract remain in full effect.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli VandenBerg, City Clerk

Date signed: September __, 2024

Approved as to form:



Scott G. Smith, City Attorney

Prein & Newhof, Inc.

By: 

Mark R. Prein, Vice President

Date signed: September _9_, 2024

EXHIBIT A
PROPOSAL



September 5, 2024
2180630

Ms. Jaime Fleming
City of Wyoming
16700 New Holland Street
Holland, MI 49341

RE: Professional Engineering Services Proposal
Third Transmission Main – Phase 1
Contract Amendment – Construction Administration and Oversight

Dear Jaime:

The City has completed design of Phase 1 of its third transmission main and received bids from qualified contractors within design estimate. We have been grateful to be a part of the design team and look forward to continuing our partnership with the City through construction.

Phase 1 consists of approximately 55,000 feet of 60-inch water transmission main from the Water Treatment Plant to approximately the 98th Avenue alignment. The project will also construct a connection along the 98th Avenue alignment between the three-transmission mains. Phase 1 construction was broken into three contracts to increase competition while maximizing economies of scale. The total construction cost of the three contracts is roughly \$59.7 million. As the City proceeds with project implementation, Construction Administration and Oversight services are needed to provide project oversight and verification of construction in general conformance with the contract documents. Following is a summary of our proposed Construction Administration and Oversight services for the three Phase 1 contracts.

Scope of Work

Based on the project scopes and the schedules provided by the bidders, we are proposing the following Construction Administration and Oversight efforts for each of the three contracts.

Engineering

1. Administer project in accordance with construction contract
2. Hold preconstruction and monthly progress meetings
3. Review Contractor shop drawings / submittals
4. Respond to Contractor's requests for information
5. Prepare monthly contractor pay estimates and change orders as necessary
6. Prepare final closeout documentation including record drawings
7. Monitor permit and material testing compliance
8. Assist efforts to relocate drain-field, provide temporary water, and utility coordination
9. Assist with transmission main and valve testing and start-up
10. Complete Operation and Maintenance Manual review
11. Prepare preliminary and final punch lists

3355 Evergreen Drive, NE Grand Rapids, MI 49525 T. 616-364-8491 F. 616-364-6955 www.preinnewhof.com

S:\2018\2180630 City of Wyoming\PRM\CE_services\tr 2024-09-05.docx

Ms. Fleming
September 5, 2024
Page 2

Field Services

12. Provide construction staking
13. Provide full-time construction observation for transmission pipe and road reconstruction efforts, assuming 60, 56, and 40 weeks of construction for Contracts No. 1, No. 2, and No. 3, respectively.
14. Provide density testing
15. Replace property irons and section corners following construction, as necessary

Community Relations Services

16. Prepare and maintain a construction update webpage and other visual media content for stakeholder engagement
17. Respond to public calls and challenges

Fee Structure

We propose to perform these services on a time and material basis with a cost not to exceed \$4,896,000.

The proposed revised contract amount would be \$6,265,000.

Should additional services be requested by you or required by conditions encountered, we would contact you and obtain your authorization prior to performing such services. Work will be completed in accordance with the City of Wyoming, Michigan Standard City Professional Service Contract as amended.

Thank you again for the opportunity to partner with you on this project. If you have any questions on the amendment, please do not hesitate to contact our office.

Sincerely,

Prein&Newhof



Mark R. Prein, P.E.

MRP/spt

cc: Myron Erickson, City of Wyoming
Aaron Vis, City of Wyoming

RESOLUTION NO. _____

RESOLUTION APPROVING MARKETPLACE CONTRACTS

WHEREAS:

1. **Site 36** is comprised of 4 parcels, with an approximately 75-acre portion lying south of 36th St SW, comprised of 3 separate privately-owned parcels (300 36th St SW, parcel number 41-17-24-201-008; 4011 Stafford Ave SW, parcel number 41-17-24-251-002I and 3901 Buchanan St SW, parcel number 41-17-24-251-003) and an approximately 5-acre parcel City-owned parcel lying north of 36th St SW (301 36th St SW, parcel number 41-17-13-455-052) (**Marketplace Parcel**).
2. Site 36 is “eligible property” as defined in the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) because it is a “facility” as defined in Part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 *et seq.* (**Part 201**) due to the presence of contaminants in its soils and groundwater exceeding applicable residential criteria under Part 201, under the terms of a Declaration of Restrictive Covenant dated March 3, 2017, recorded with the Kent County Register of Deeds at 20170831-073657, and based on a restricted regulatory closure affirmed by Michigan Department of Environment Great Lakes and Energy (**EGLE**) in a No Further Action Letter dated March 13, 2018.
3. On October 24, 2022, the Wyoming Brownfield Redevelopment Authority (**WBRA**) recommended approval and, on November 21, 2022, the City Council approved a brownfield plan prepared pursuant Act 381 (**Brownfield Plan**), that provides for reimbursements from captured tax increment revenues generated from redevelopment of the South Parcel of costs incurred by parties for environmental and non-environmental Eligible Activities (as defined in the Brownfield Plan) undertaken pursuant to WBRA Act 381 work plans approved by EGLE and/or the Michigan Strategic Fund (**MSF**) Board.
4. On August 29, 2024, the WBRA approved an Act 381 work plan for reimbursement to the city for a portion of the costs the incurs to construct a year-round, 7,100± square-foot marketplace building and related site improvements for local vendors, seasonal and farms markets, and community events on the Marketplace Parcel (**Marketplace Project**) using tax increment revenues generated from redevelopment of the 4011 Stafford Ave SW and 3901 Buchanan St SW parcels (the **Work Plan**).
5. Under the Work Plan, the City and WBRA will use funds retained by the WBRA in its Site 36 Fund, including the remaining \$2,513,123 of proceeds from the sale of the south 75 acres of Site 36 and a \$1.5 million grant from Franklin Site 36 LLC, together with a \$450,000 RAP 2.0 grant (under a Sub-Grand Agreement the City Council approved on August 19, 2024), and a \$50,000 grant from Consumers Energy to pay most marketplace project costs with approximately \$1,700,000 to be reimbursed from brownfield tax increment revenues.
6. Franklin Site 36 LLC (**Franklin**) was the party that originally purchased the south 75-acre portion of Site 36 from the WBRA and, pursuant to its Purchase and Development Agreement, Franklin was to design and construct the Marketplace, an arrangement that was later altered so that the City (to which the WBRA conveyed the Marketplace Parcel) would directly contract with the architect, Ghafari Associates, LLC (**Ghafari**), and contractor, Wolverine Building Group, Inc. (**Wolverine**), that Franklin selected for the Marketplace Project.
7. Gary Tamminga, who recently retired from Franklin but has been integrally involved in the design or the Marketplace Project and who worked closely with Ghafari and with Wolverine in developing Marketplace Project plans, specifications, subcontractor bids, and contract costs, was also selected to serve as the project manager.
8. EGLE and MSF approval of the Work Plan are both expected soon.
9. Reimbursement from brownfield tax increment revenues will likely take until 2027 under the Work Plan, necessitating a fund advance until the tax increment revenues are collected.

10. Under a December 6, 2021, Fund Advance Agreement that was amended by a 1st Amendment to Fund Advance Agreement dated December 18, 2023, the City advanced \$2.1 million to the WBRA to acquire unrelated property the resale of which is to close by the end of 2024.
11. It is proposed that the repayment of \$1.7 million of those advanced funds be delayed and repaid with Site 36 tax increment revenues that are collected pursuant to the Work Plan, rather than being repaid on the year-end closing on the sale of the unrelated parcel as provided in the 1st Amendment to the Fund Advance Agreement.
12. To construct the Marketplace Project and obtain reimbursement from brownfield tax increment revenues under the Work Plan, the City Council needs to enter into the following contracts, copies of which have been provided to the City Council as part of this meeting's agenda packet:
 - A. Professional Services Agreement with Ghafari revised May 20, 2024 (**Ghafari Contract**) under which the city assumes responsibility for payment of the remaining \$23,000 owed on that contract plus additional costs to address any design changes to be billed at stated rates.
 - B. Construction Contract with Wolverine (modified AIA Documents A101-2107 and AIA Document A201-2017 (**Wolverine Contract**) which includes approval of the total construction cost of \$5,852,083, inclusive of a contingency.
 - C. A Professional Services Agreement with Gary Tamminga in the amount of \$150,000 to provide construction oversight (**Tamminga Contract**), and
 - D. A **Reimbursement Agreement** with the WBRA to provide for reimbursement to the City of \$1,700,000 from Site 36 brownfield tax increment revenues pursuant to the Work Plan and to provide for use of funds held by the WBRA from the sale of the south 75 acres of Site 36 and from the \$1.5 million contribution from Franklin, as well as the RAP 2.0 grant funds and Consumers Energy grant funds to construct the Marketplace Project, this will essentially serve as a second amendment to the 2021 Fund Advance Agreement as amended by the 1st Amendment to Fund Advance Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Ghafari Contract, Wolverine Contract, Tamminga Contract, and Reimbursement Agreement are approved in generally the forms provided to the City Council as part of this meeting's agenda packet with such completions and changes as the City Manager and City Attorney find to be necessary, prudent, or appropriate.
2. The Mayor and City Clerk are authorized and directed to sign them for the city and city staff is authorized and directed to fully implement them in accordance with their terms.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on September 16, 2024.

 Kelli A. VandenBerg, Wyoming City Clerk

Attachments:

Staff Report

Site 36 Marketplace Owner Representative Professional Services Contract

Reimbursement Agreement (Site 36 Marketplace Project)

Marketplace plan drawings and building renderings

Resolution No. _____

STAFF REPORT

Date: 9.10.2024
Subject: 36th Street Marketplace Professional Services Agreement
From: Patrick Waterman, Deputy City Manager
CC: John Shay, City Manager
Meeting Date: 9.16.2024

RECOMMENDATION:

It is recommended that City Council approve the attached Resolution Approving Marketplace Contracts for the 36th Street Marketplace project.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR I – COMMUNITY
 - Goal 2 – Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.
 - Objective 3 – Complete the 36th Street Marketplace project.

DISCUSSION:

As you may recall, City Council identified the construction of the new 36th Street Marketplace as a “Level 1” priority in the Wyoming Strategic Plan. A tremendous amount of time and effort have gone into the careful planning and design of this exciting new community facility, which will help revitalize and bring vibrancy to the Godwin Heights neighborhood and surrounding area. This bold placemaking initiative will introduce a new community amenity that Wyoming can be proud of and that will serve its residents and burgeoning businesses for decades.

The Marketplace itself is a 41.3'x171.4' (7,100 +/- sf.) building, not including the outdoor canopy. It features a covered outdoor plaza, lobby area, large indoor market/event space, public restrooms, staff office, multi-purpose room, prep kitchen, mechanical room and two large storage rooms for indoor and outdoor equipment and supplies. The site will also feature a small parkette with a playground piece and landscaped outdoor seating areas.

Funding for this project will come from multiple sources including:

Funding	
Sale S36	\$ 2,513,123.00
FP Contribution	\$ 1,500,000.00
RAP 2.0 Grant	\$ 450,000.00
CE Grant	\$ 50,000.00
Reimbursables	\$ 1,748,300.00
Total	\$ 6,261,423.00

Attached you will find the Resolution to approve 4 agreements for Council's review and approval.

Under the original agreement by which Franklin Site 36 LLC (Franklin) purchased the south 75-acres, Franklin was to construct the Marketplace and the WBRA was to pay for any construction exceeding \$1,500,000. When Franklin closed on that purchase, it instead transferred \$1,500,000 to the WBRA for use in constructing the Marketplace. The WBRA later conveyed the property to the City, and the City is now responsible for construction.

Ghafari Associates, LLC was the architectural firm that Franklin Partners selected to design the Marketplace. Changes have recently been made to the design and the City is responsible for additional architectural fees to make those changes. The resolution approves the modification to the Ghafari contract to add the fees for those changes.

The reimbursement agreement also amends the fund advance agreement with the WBRA to delay some of the payback to the General Fund with Tax Increment Financing (TIF) reimbursements over the next 3-4 years.

Construction of the project will be performed by Wolverine Building Group, the firm originally selected by Franklin Partners, for a cost of \$5,852,083.00. This amount includes a 2.5% contingency and other related soft costs.

Construction management will be performed by Gary Tamminga (formerly of Franklin Partners) for a cost of \$150,000. Mr. Tamminga has been closely involved in the design of the project. In addition, the City is engaging Ghafari for the balance of their contract with Franklin Partners (for \$23,000) and to address additional design revisions which will be billed at an hourly rate.

If approved by Council, Wolverine hopes to break ground on the project soon after the approval of the Act 381 Work Plans by EGLE and the Michigan Strategic Fund (MSF), which is expected to occur soon. Construction is expected to take approximately 10 months, so we anticipate the building will be open to the public by late next summer.

BUDGET IMPACT:

Funding allocation for this project will come from the Wyoming Brownfield Authority (WBRA) Fund, which includes funds from the fund advance agreement between the City and WBRA, RAP 2.0 grant proceeds, a Consumer's Foundation grant, and the Franklin Partner's contribution.

Attachments:

- Resolution Approving Marketplace Contracts
- Site 36 Marketplace Owner Representative Professional Services Contract
- Reimbursement Agreement (Site 36 Marketplace Project)
- Marketplace plan drawings and building renderings

SITE 36 MARKETPLACE OWNER REPRESENTATIVE PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN

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

City means the City of Wyoming, a Michigan municipal corporation, and the Wyoming Brownfield Redevelopment Authority, a Michigan public body corporate, both of 1155 28th St SW, Wyoming, MI 49509.

Professional means Gary Tamminga, an individual of 9076 40th Ave, Jenison MI 49428

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 any work products of Professional's services as detailed in the Project Documents, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, certifications, decisions, etc.

Effective Date means October, 2024

Project Documents means AIA Document A201 – 2017 and AIA Document A101 – 2017, as modified, for the 36th Steet Marketplace Project with City as "Owner," Ghafari Associates as "Architect," and Wolverine Building Group as "Contractor," substantially in the forms attached as **Exhibits B and C**.

Services means serving as "Owner's Representative" in accordance the Project Documents, which will include regular consultation (perhaps several times daily) with Nicole Hofert, City's Community and Economic Development Director such that Professional's decisions in acting as Owner's Representative carry out City's wishes with respect to the Project.

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 Project Documents.
2. City will pay Professional the amount of \$150,000, representing approximately 2.5% of the Contract Sum (as defined in Exhibits B and C) but not exceeding \$150,000. Payments will be made monthly for services rendered the prior calendar month on the same dates as progress payments on the Project anticipating the Project to be completed in 8 months, but the final 10% of Professional's compensation will be retained and paid on Final Completion of the Project and payment of the final amounts due Contractor. Professional represents and agrees Professional's sole compensation for the Project-related Services Professional is providing is that paid under this section.
3. Professional represents and warrants Professional is complying with and will comply with the Standard Terms.
4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Project Documents. 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

Gary Tamminga

By: _____
Kent Vanderwood, Mayor

Gary Tamminga
Date signed: Aug. 29, 2024

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form:

[Signature]
Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk.
2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional will comply with all applicable grant agreement terms and conditions.
4. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Profession (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has 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 with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is not presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) has not within the last 3-years had one or more contracts terminated for cause or default..
 - C. Unless otherwise approved by the City Attorney, Professional must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that professionals or others engage in for or on behalf of City. Accordingly:
 - A. Professional in will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.
 - B. Professional will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 ,and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Professional will engage with others on City's behalf, Professional 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), Professional will use language assistance services in communications.
- D. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
6. **Ethical Standards.** Professional has not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in an act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person any consideration contingent upon the award of this Contract. Professional is not a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
7. **Media Releases.** Media releases pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. **W-9.** Before starting work, Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.
9. **Document Ownership and Use.** All documents Professional generates as part of services under this Contract, whether in paper, electronic or other media or form shall belong to City upon City's payment of amounts due Professional under this Contract.
10. **Intellectual Property.** Professional guarantees the sale or use of intellectual property provided or used to perform the Services and all deliverables will not infringe any intellectual property rights. Professional will, without expense to City, defend all actions against City or its officers or employees for alleged infringement of intellectual property rights by their use in conjunction with this Contract and will pay all costs, damages, and profits recoverable in such action.
11. **Taxes.** City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.
12. **Professional Responsibility.** Unless the Project Documents provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.
13. **Risk Allocation.** Professional is solely responsible for (i) means and methods of the Services, (ii) Professional's conduct, and (iii) injuries or property damage occurring as a result of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all

claims made by persons other than City as a result of Professional's negligence or wrongdoing.

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

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

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

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

17. Independent Contractor. Professional is wholly independent of City. Professional is not, shall not be, and shall not be represented to be a City officer or employee.

EXHIBIT B

EXHIBIT C

REIMBURSEMENT AGREEMENT
(SITE 36 MARKETPLACE PROJECT)

This Reimbursement Agreement is made as of September 17, 2024, between the City of Wyoming, a Michigan municipal corporation (**City**) and the City of Wyoming Brownfield Redevelopment Authority, a public body corporate (**WBRA**), the address of both of which is 1155 28th St SW, Wyoming, MI 49509.

RECITALS

A. **Site 36** is comprised of 4 parcels, with an approximately 75-acre portion lying south of 36th St SW, comprised of 3 separate privately-owned parcels (300 36th St SW, parcel number 41-17-24-201-008; 4011 Stafford Ave SW, parcel number 41-17-24-251-002I and 3901 Buchanan St SW, parcel number 41-17-24-251-003) and an approximately 5-acre parcel City-owned parcel lying north of 36th St SW (301 36th St SW, parcel number 41-17-13-455-052) (**Marketplace Parcel**).

B. Site 36 is “eligible property” as defined in the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2651 *et seq.* (**Act 381**) because it is a “facility” as defined in Part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 *et seq.* (**Part 201**) due to the presence of contaminants in its soils and groundwater exceeding applicable residential criteria under Part 201, under the terms of a Declaration of Restrictive Covenant dated March 3, 2017, recorded with the Kent County, Register of Deeds at 201708310073657, and based on a restricted regulatory closure affirmed by Michigan Department of Environment Great Lakes and Energy (**EGLE**) in a No Further Action Letter dated March 13, 2018.

C. On October 24, 2022, WBRA recommended approval and, on November 21, 2022, City approved a brownfield plan prepared pursuant Act 381 (**Brownfield Plan**), that provides for reimbursements from captured tax increment revenues generated from redevelopment of the South Parcel of costs incurred by parties for environmental and non-environmental Eligible Activities (as defined in the Brownfield Plan) undertaken pursuant to WBRA Act 381 work plans approved by EGLE and/or the Michigan Strategic Fund (**MSF**) Board.

D. On August 29, 2024, WBRA approved an Act 381 work plan for reimbursement to City for a portion of the costs City incurs to construct a year-round, 7,100± square-foot marketplace building and related site improvements for local vendors, seasonal and farms markets, and community events on the Marketplace Parcel as provided in plans, specifications, a construction contract, and construction management contract approved by the City Council on September 16, 2024 (**Marketplace Project**) using tax increment revenues generated from redevelopment of the 4011 Stafford Ave SW and 3901 Buchanan St SW parcels (the **Work Plan**).

E. Under the Work Plan, City and WBRA will use funds retained by WBRA in its Site 36 Fund, including the remaining \$2,513,123 of proceeds from the sale of the south 75 acres of Site 36 and a \$1.5 million grant from Franklin Site 36 LLC, together with a \$450,000 RAP grant, and a \$50,000 grant from Consumers Energy to pay most marketplace project costs with approximately \$1,500,000 being initially advanced from City’s general fund to be reimbursed from brownfield tax increment revenues.

F. The Work Plan was submitted to EGLE and MSF for approval with EGLE approval for environmental cost detailed in the Work Plan provided on September 3, 2024, and MSF approval anticipated by October 22, 2024.

G. At its meeting on September 16, 2024, the City Council approved advancing up to \$1,700,000 of general fund monies¹ to be reimbursed from Site 36 brownfield tax increment funds (generated from redevelopment of the 4011 Stafford Ave SW and 3901 Buchanan St SW parcels), with reimbursement anticipated to be completed in 2027.

TERMS AND CONDITIONS

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

¹ Essentially delaying repayment of some funds advanced by City to WBRA under a December 6, 2021, Fund Advance Agreement that was amended by a 1st Amendment to Fund Advance Agreement dated December 18, 2023, to acquire unrelated property the resale of which is to close by the end of 2024 and allowing those funds to be used to initially pay construction costs for the Site 36 marketplace. This Reimbursement Agreement then serves as a 2nd Amendment to the 2021 Fund Advance Agreement.

1. Reimbursements. Reimbursements to City for the costs of Eligible Activities that part of the Marketplace Project on the Marketplace Parcel pursuant the Work Plan and Brownfield Plan subject to the following:

A. Reimbursements will be made only from **Net Tax Increment Revenues** as defined in the Brownfield Plan.

B. Reimbursements will be made only for costs of Eligible Activities undertaken in furtherance of the redevelopment of Marketplace Project on the Marketplace Parcel that are consistent with the Work Plan.

C. Reimbursement shall require the following documentation:

1. Reference to the Eligible Activities in the Work Plan for which reimbursement is sought.
2. Statement detailing the costs of Eligible Activities.
3. Explanation as to why reimbursement is appropriate under the Work Plan, and this Agreement.
4. Copies of invoices from contractors, subcontractors, and material suppliers for the materials and services relating to the costs of Eligible Activities.
5. Copies of waivers of liens by the contractors, subcontractors, and material suppliers.
6. Statement from the engineer or project manager overseeing the work recommending payment.
7. Proof that payment was made to the contractors, subcontractors, and material suppliers for the materials and/or services for which reimbursement is sought.
8. Any other information that may be required by EGLE, MSF, MEDC, or City's finance director.

D. Within 45 days of its receipt of documentation required under the preceding subsection C, WBRA shall review the reimbursement request and supporting documentation and determine whether (i) all the costs are costs for Eligible Activities (ii) all required documentation has been provided, (iii) all costs and all Eligible Activities comply with the Work Plan, (iv) all costs are accurately accounted for (*i.e.*, there are no mathematical errors, misplaced decimal points, omitted or duplicated line items, etc.), and (v) there are Net Tax Increment Revenues from which to make the reimbursement in accordance with the Brownfield Plan, the Work Plan, and this Agreement.

1. If WBRA determines that the reimbursement request meets the criteria stated above, WBRA shall pay the reimbursement as provided below.
2. If WBRA finds any part of the reimbursement request does not meet the above criteria, WBRA shall not make the reimbursement unless and until the above criteria are met.

E. Reimbursements will normally be made once annually following collection of the winter tax bill (*i.e.*, in March or April of a year following receipt of taxes levied in the preceding year).

F. Reimbursement obligations under this Agreement will terminate upon the earliest of any of the following:

1. All Net Tax Increment Revenues collected or to be collected in compliance with the Brownfield Plan have been expended.
2. All costs of Eligible Activities conducted in accordance with the Work Plan have been fully paid.
3. Expiration, termination, or abolition of the Brownfield Plan.
4. Reimbursements have been made totaling the maximum aggregate amount of reimbursement to be made under this Agreement which is \$1,420,782.00 (in addition to \$392,388 of local tax increment revenues already collected by WBRA for this project).
5. Expiration or termination of this Agreement.

2. Term. This Agreement shall terminate upon the earlier of (i) when all reimbursements required under this Agreement have been made, (ii) expiration of the obligation to make such reimbursements, (iii) expiration, termination or abolition of the Brownfield Plan, or (iv) December 21, 2042.

4. General Provisions.

A. This Agreement is the entire agreement between the parties as to its subject matter. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The captions are for reference only and shall not affect the interpretation of this Agreement. However, the recitals and footnotes are integral parts of this Agreement.

B. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts taken together shall constitute but one and the same Agreement.

C. This Agreement and the rights and obligations under this Agreement are unassignable and nontransferable without the consent of the other parties which shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon any successors or permitted assigns of the parties. This Agreement shall be enforceable only by the parties and no other person shall have a right to enforce any provision contained herein.

D. This Agreement and rights and obligations of the parties under this Agreement shall be governed by and interpreted under the Michigan law.

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

City of Wyoming

City of Wyoming Brownfield Redevelopment Authority

By: _____
Kent Vanderwood, Mayor

By: _____
Tom Brann, Chair

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
Nicole Hofert, Secretary

Date signed: September 17, 2024

Date signed: September 17, 2024

Approved as to form:

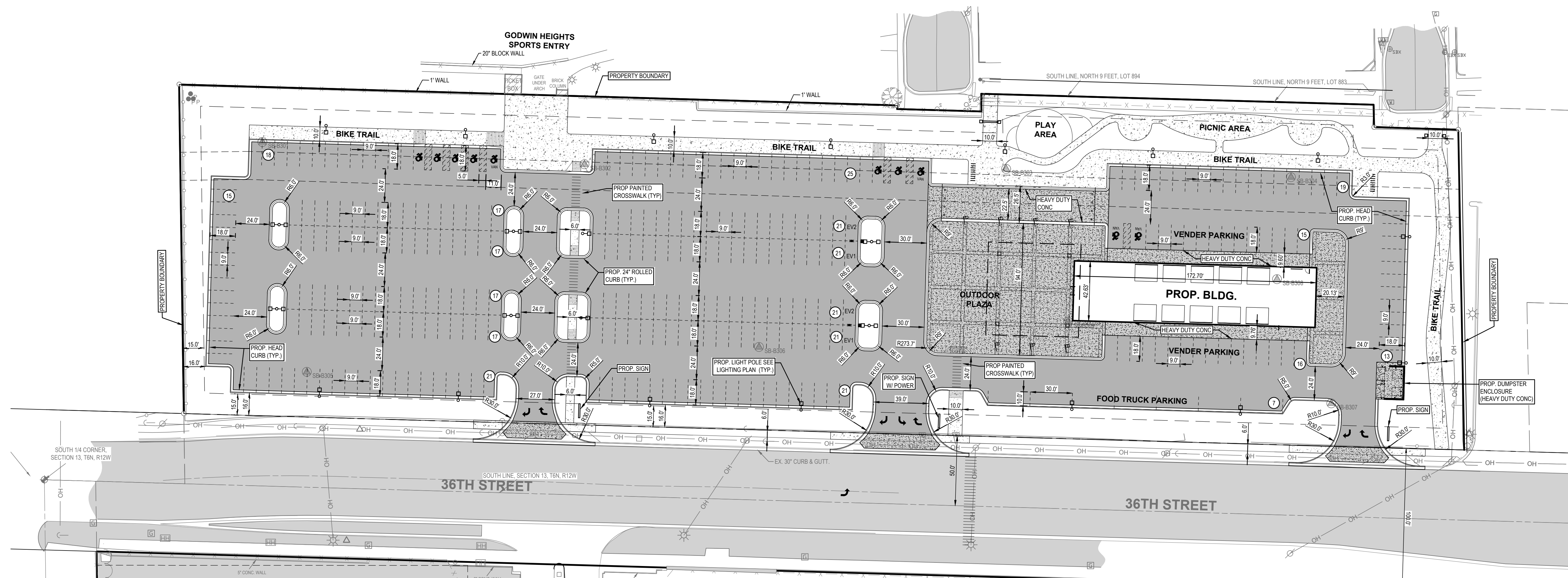


Scott G. Smith, City Attorney

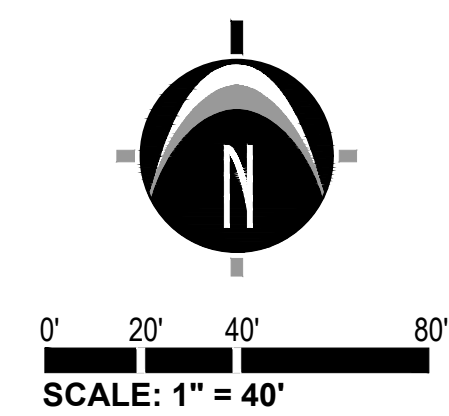
PREPARED FOR:
 City of Wyoming
 Attn: Nicole Hofert
 1155 28th Street SW
 Wyoming, MI 49509
 Phone: 616-530-7226

REVISIONS:

Title: Site Plan Update	Drawn: DVD	Checked: Rob B.	Date: 01.12.2024
Title: Site Plan Update	Drawn: DVD	Checked: Rob B.	Date: 01.22.2024
Title: Site Plan Update per City Review	Drawn: DVD	Checked: Rob B.	Date: 01.24.2024
Title: DOC REL 02 - ISSUED FOR PERMIT	Drawn: DVD	Checked: Rob B.	Date: 02.15.2024
Title: DOC REL 03 - ISSUED FOR CONSTRUCTION	Drawn: DVD	Checked: Rob B.	Date: 02.15.2024
Title: DOC REL 04 - BULLETIN 01	Drawn: DVD	Checked: Rob B.	Date: 06.28.2024
Title: Updated Bldg per Architect Plan	Drawn: DVD	Checked: Rob B.	Date: 07.19.2024



TOTAL PARKING SHOWN = 322 SPACES (INCLUDING 10 ADA SPACES)



36th Street Market
Site Layout Plan
 301 36TH STREET
 PART OF THE SOUTHEAST 1/4 OF SECTION 13, 16N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

STAMP:
 STATE OF MICHIGAN
 ROBERT J. BERENDS
 ENGINEER
 No. 41559
 LICENSED PROFESSIONAL ENGINEER
Robert J. Berends

PROJECT NO:
 22400199
SHEET NO:
C-205

811 Know what's below.
CALL before you dig.
 UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
 NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANT" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

GENERAL NOTES
 All work on site shall be done in accordance with the due care plan prepared by Barr Engineering and Geotechnical evaluation report dated July 15, 2022 prepared by SME.

LEGEND

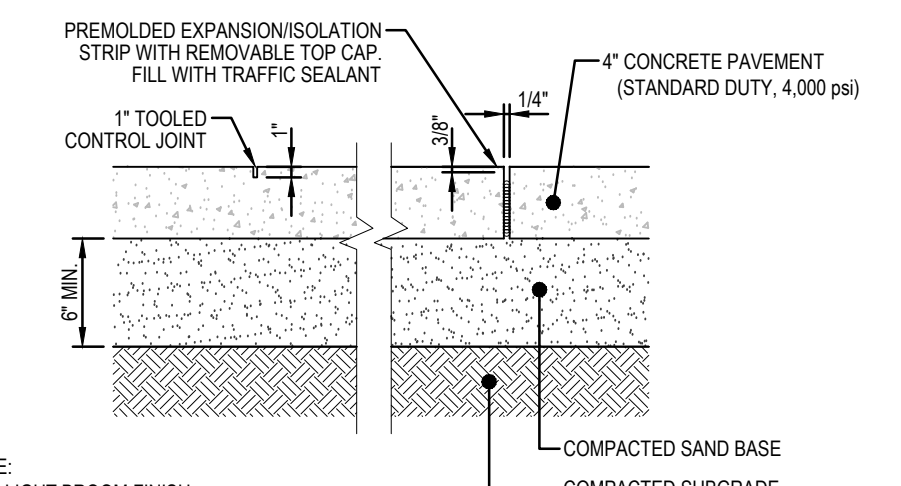
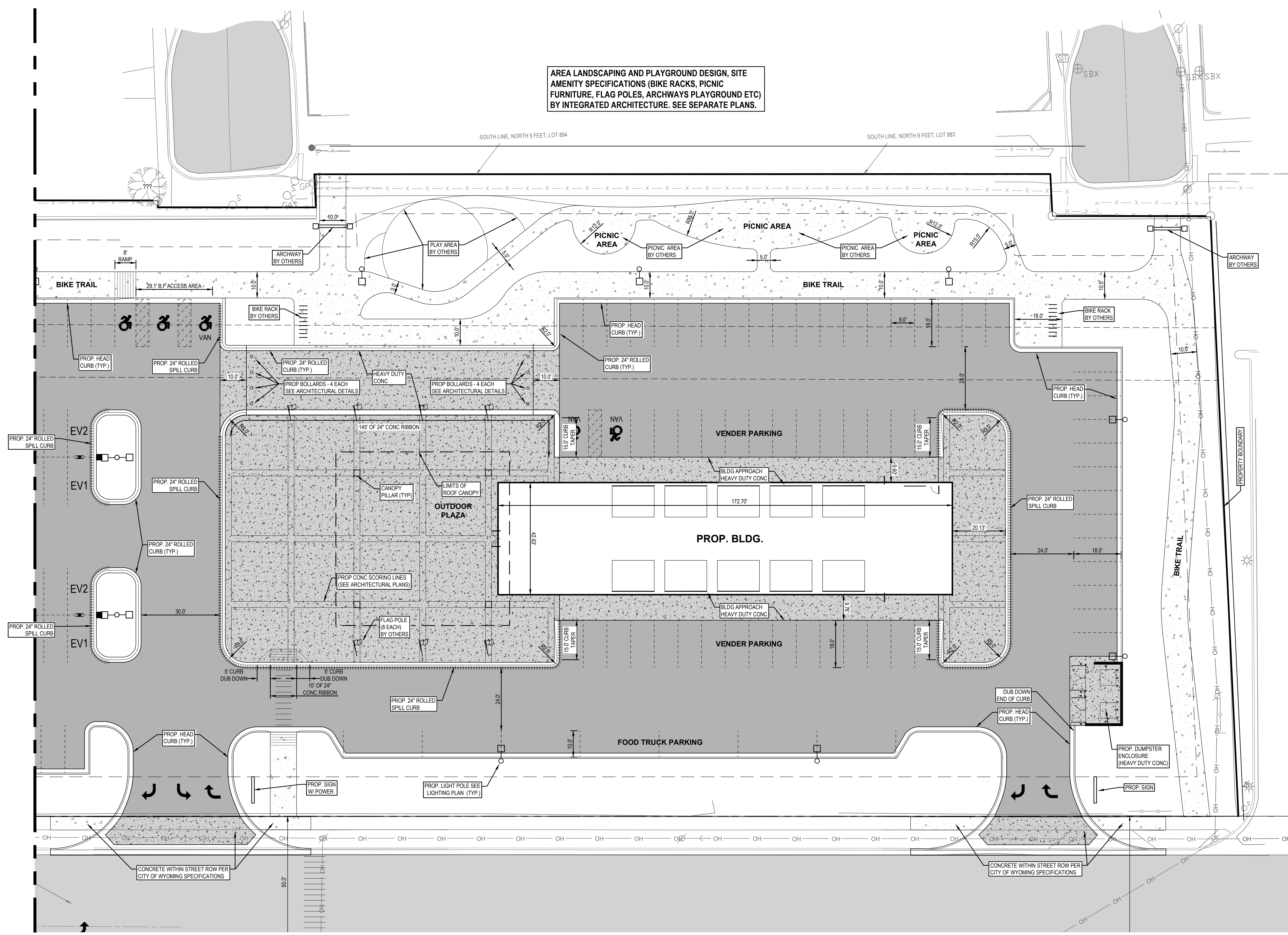
	EXISTING BITUMINOUS
	EXISTING CONCRETE
	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)
	PROPOSED CONCRETE (HEAVY DUTY)

PREPARED FOR:
 City of Wyoming
 Attn: Nicole Hofert
 1155 28th Street SW
 Wyoming, MI 49509
 Phone: 616-530-7226

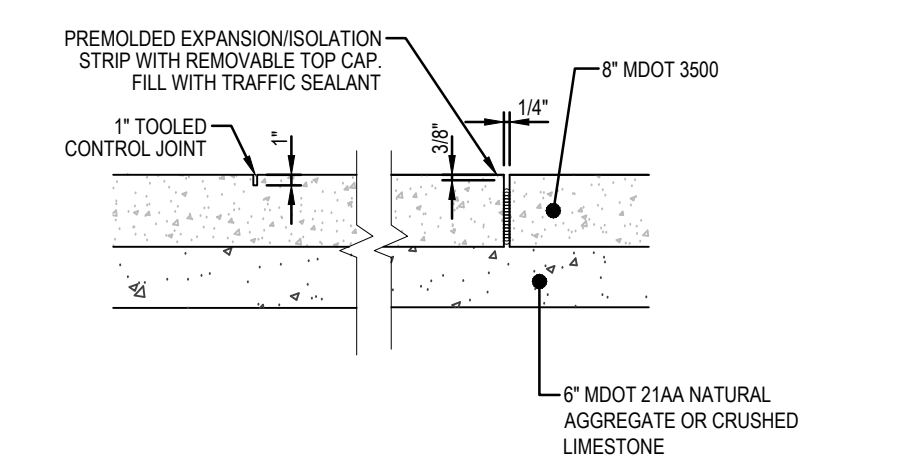
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Drawn: DVD	Checked: Rob B.	Date: 07.19.2024

AREA LANDSCAPING AND PLAYGROUND DESIGN, SITE AMENITY SPECIFICATIONS (BIKE RACKS, PICNIC FURNITURE, FLAG POLES, ARCHWAYS PLAYGROUND ETC) BY INTEGRATED ARCHITECTURE. SEE SEPARATE PLANS.



- NOTE:
1. LIGHT BROOM FINISH
 2. LOCATE CONTROL JOINTS AND EXPANSION JOINTS PER ACI STANDARDS
 3. PANEL SIZE SHALL NOT EXCEED 8 FEET
 4. PANELS SHALL BE KEPT AS SQUARE AS POSSIBLE WITH THE LENGTH NEVER EXCEEDING 1.25X THE WIDTH
 5. 3 BOND YD. FIBER REINFORCEMENT
 6. AIR ENTRAINMENT - 6% ± 1%
 7. SLUMP 4" ± 1"

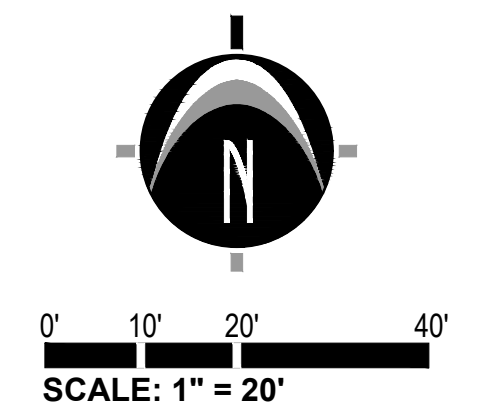
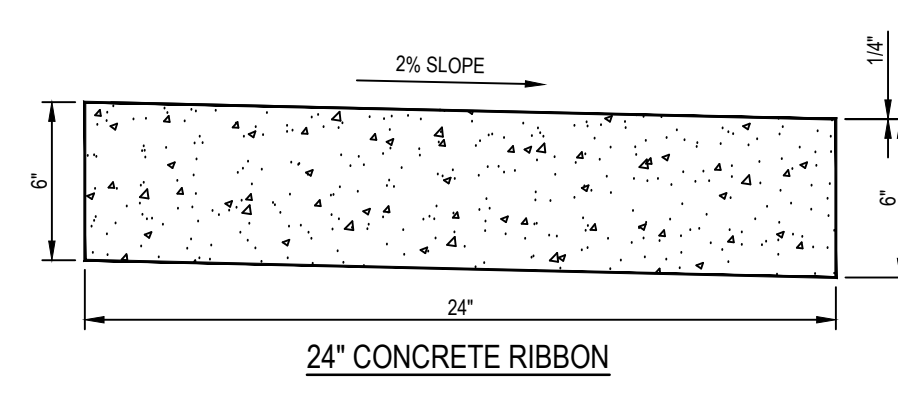
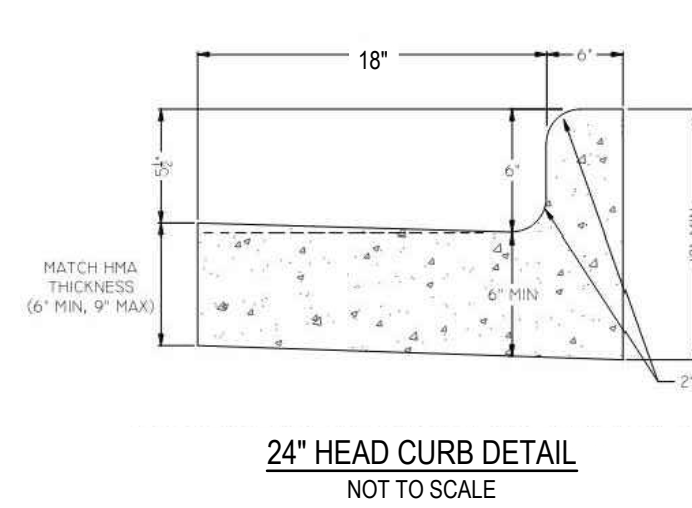
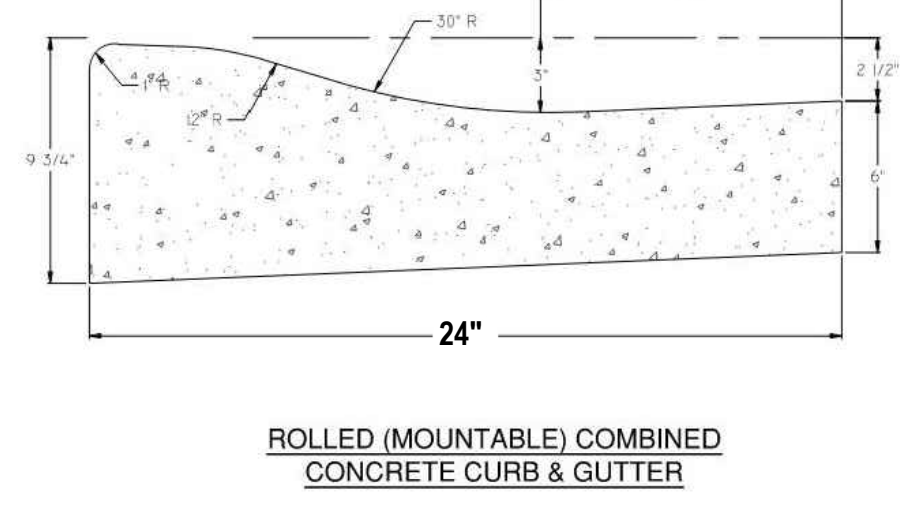
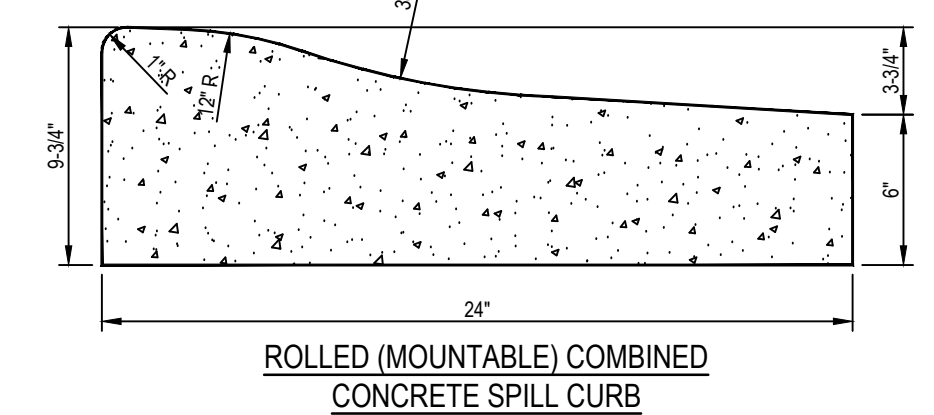


- NOTE:
1. REFER TO GEOTECHNICAL REPORT FOR FINAL PAVEMENT DESIGN SPECIFICATIONS

811 Know what's below. CALL before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANT" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



LEGEND

[Pattern]	EXISTING BITUMINOUS
[Pattern]	EXISTING CONCRETE
[Pattern]	PROPOSED BITUMINOUS (STANDARD DUTY)
[Pattern]	PROPOSED CONCRETE (STANDARD DUTY)
[Pattern]	PROPOSED CONCRETE (HEAVY DUTY)

36th Street Market
Site Layout Plan - East Side
 301 36TH STREET
 PART OF THE SOUTHEAST 1/4 OF SECTION 13, T6N, R12W,
 CITY OF WYOMING, KENT COUNTY, MICHIGAN

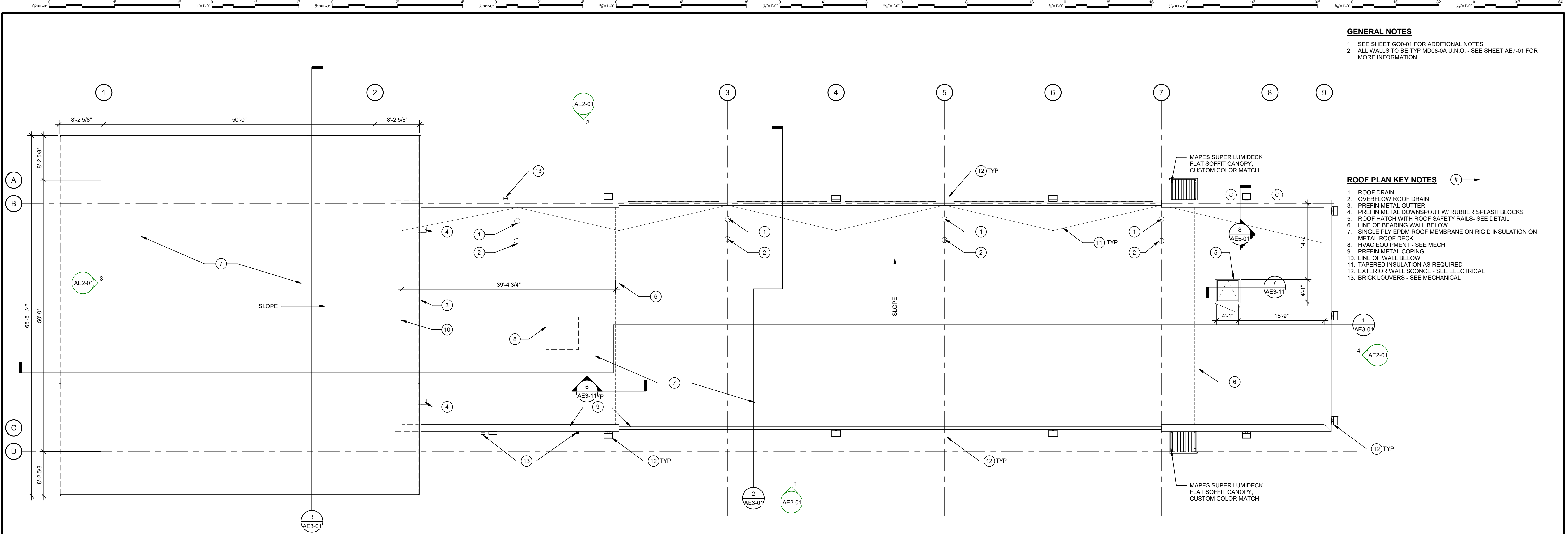
STAMP:

STATE OF MICHIGAN
 ROBERT J. BERENDS
 ENGINEER
 No. 41559
 LICENSED PROFESSIONAL ENGINEER

Robert J. Berends

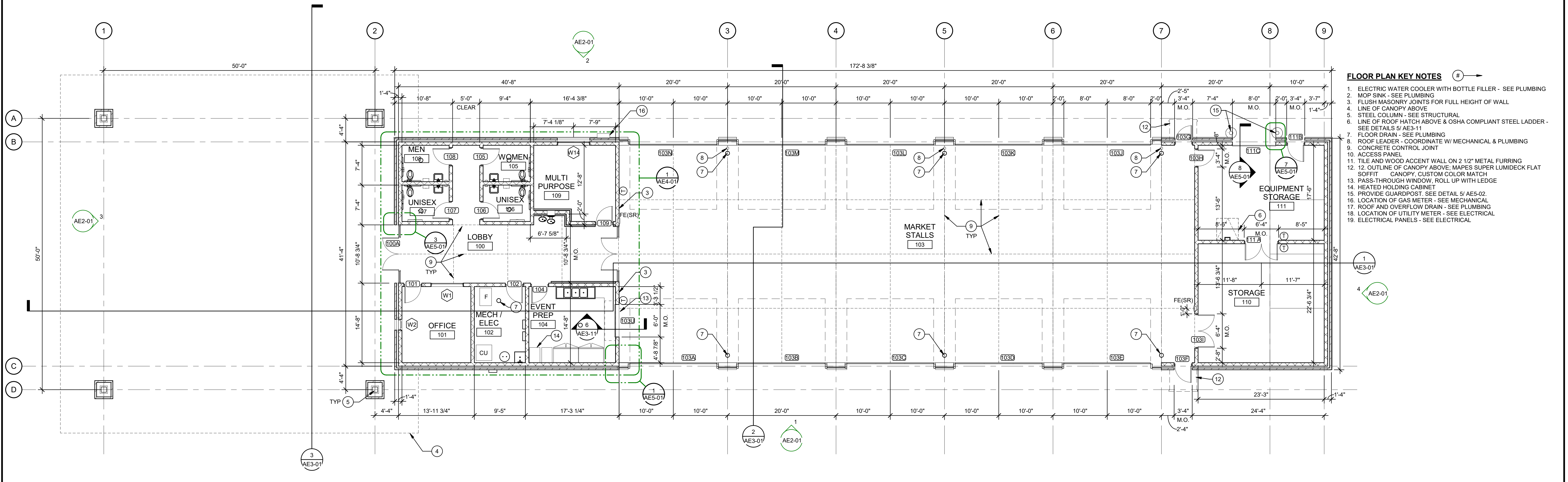
PROJECT NO:
 22400199

SHEET NO:
C-206



- GENERAL NOTES**
- SEE SHEET G00-01 FOR ADDITIONAL NOTES
 - ALL WALLS TO BE TYP MD08-0A U.N.O. - SEE SHEET AE7-01 FOR MORE INFORMATION

- ROOF PLAN KEY NOTES**
- ROOF DRAIN
 - OVERFLOW ROOF DRAIN
 - PREFIN METAL GUTTER
 - PREFIN METAL DOWNSPOUT W/ RUBBER SPLASH BLOCKS
 - ROOF HATCH WITH ROOF SAFETY RAILS - SEE DETAIL
 - LINE OF BEARING WALL BELOW
 - SINGLE PLY EPDM ROOF MEMBRANE ON RIGID INSULATION ON METAL ROOF DECK
 - HVAC EQUIPMENT - SEE MECH
 - PREFIN METAL COPING
 - LINE OF WALL BELOW
 - TAPERED INSULATION AS REQUIRED
 - EXTERIOR WALL SCONCE - SEE ELECTRICAL
 - BRICK LOUVERS - SEE MECHANICAL



- FLOOR PLAN KEY NOTES**
- ELECTRIC WATER COOLER WITH BOTTLE FILLER - SEE PLUMBING
 - MOP SINK - SEE PLUMBING
 - FLUSH MASONRY JOINTS FOR FULL HEIGHT OF WALL
 - LINE OF CANOPY ABOVE
 - STEEL COLUMN - SEE STRUCTURAL
 - LINE OF ROOF HATCH ABOVE & OSHA COMPLIANT STEEL LADDER - SEE DETAILS 5/AE3-11
 - FLOOR DRAIN - SEE PLUMBING
 - ROOF LEADER - COORDINATE W/ MECHANICAL & PLUMBING
 - CONCRETE CONTROL JOINT
 - ACCESS PANEL
 - TILE AND WOOD ACCENT WALL ON 2 1/2" METAL FURRING
 - OUTLINE OF CANOPY ABOVE: MAPES SUPER LUMIDECK FLAT SOFFIT CANOPY, CUSTOM COLOR MATCH
 - PASS-THROUGH WINDOW, ROLL UP WITH LEDGE
 - HEATED HOLDING CABINET
 - PROVIDE GUARDPOST, SEE DETAIL 5/AE5-02
 - LOCATION OF GAS METER - SEE MECHANICAL
 - ROOF AND OVERFLOW DRAIN - SEE PLUMBING
 - LOCATION OF UTILITY METER - SEE ELECTRICAL
 - ELECTRICAL PANELS - SEE ELECTRICAL

FP
FRANKLIN PARTNERS
5300 Patterson Ave SE
Office of the Building
Grand Rapids, MI 49512
www.franklinpartners.net

36th Street Market
301 36th Street, SW, Wyoming, MI
49548

GHAFFARI
17101 MICHIGAN AVENUE
DEARBORN, MI 48126-2736 USA
TEL +1.313.441.3000
www.ghaffari.com

CONSULTANT INFORMATION

REGISTRATION SEAL

REV	DATE	DOC REL # - DESCRIPTION
1	06/28/24	DOC REL 04 - BULLETIN 01
	02/15/24	DOC REL 03 - IFC
	02/15/24	DOC REL 02 - IFP
	06/24/2022	DOC REL 01 - ISSUED FOR BID
	04/29/2022	SD/DD COORD

PROJECT # 2169119
PROJECT MANAGER D. HARDING
DESIGNED BY T. TOOLEY
DRAWN BY A. BECHT
QUALITY CHECK D. HARDING
SHEET TITLE

ARCHITECTURAL FLOOR PLAN

AE1-01
SHEET NUMBER

GHAFFARI ASSOCIATES © 2020 7/19/2024 12:36:37 PM



CITY MARKET

CITY MARKET

MARKET

MARKET

MARKET

MARKET



ORDINANCE NO. 7-24

ORDINANCE TO AMEND CITY CODE SECTIONS 70-77 AND 70-78 TO MODIFY AND CLARIFY ODD-EVEN PARKING ON STREETS WITH NO PARKING SIGNS

THE CITY OF WYOMING ORDAINS:

Section 1. Sections 70-77 and 70-78 of the Code of Ordinances, City of Wyoming, Michigan, are amended to read as follows:

Sec. 70-77. Odd and even parking for winter and snow emergencies.

(a) During the months of December, January, February, March and, at other times during any declared snow emergency:

(1) A motor vehicle or a licensed trailer or equipment shall be parked only on that side of the street having even-numbered street addresses on even-numbered calendar days and on that side of the road having odd-numbered street addresses on odd-numbered calendar days between the hours of 12:00 midnight and 6:00 p.m. of the same day.

(2) On cul-de-sacs, on-street parking of a motor vehicle or a licensed trailer or equipment is permitted between the hours of 12:00 midnight and 6:00 p.m. of the same day only on even-numbered calendar days.

(b) The city manager may declare a snow emergency when the city manager determines that because of current or anticipated winter weather conditions it is prudent to declare such an emergency in order to clear and maintain the streets of the city so as to allow normal and safe vehicular traffic, parking and access, or to open catch basins to improve street drainage.

(1) A declared snow emergency shall continue in effect until such time that the city manager declares the emergency to be ended.

(2) The city manager shall use reasonable means commensurate with the time and the weather conditions to notify the citizens by website, by publication, by media releases, or by other means a snow emergency declaration.

(c) This section does not allow on-street parking on any street or part of a street on which "no parking" signs are posted. "No parking signs" are always in effect. For example, if the even-numbered side of a street is posted with "no parking" signs, no one may park on the even-numbered side of that street at any time. During the enforcement of odd-even parking under this section, no parking is allowed on either side of that street on even-numbered days.

Sec. 70-78. – Violations.

(a) A violation of this Division is a municipal civil infraction for which a civil fine of \$30 shall be imposed.

(b) Parking violation notices or municipal civil infraction citations for violations of this Division may be issued by a city police officer, police cadet, firefighter, fire inspector, fire marshal, building official, building inspector, housing inspector, director of community and economic development, code enforcement inspector, city manager, deputy city manager, or any other person the city manager authorizes in writing to issue such parking violation notices or municipal civil infraction citations.

(1) A parking violation notice may be placed on or affixed to a vehicle that is parked in violation of this Division to notify the owner or driver of the offense. The notice shall state the date and time of issuance. A notice of violation shall not require payment of a fine or other amount.

(2) A municipal civil infraction citation shall be issued in the same form and manner as for any other parking violation and shall require the same response, appearance, payment of fine and other consequences and actions as any other municipal civil infraction citation.

(3) A parking violation notice or municipal civil infraction citation issued pursuant to this subsection shall contain or be accompanied by a statement that failure to move the parked vehicle to comply with the requirements of this Division will result in the impoundment of the vehicle as provided in this Division.

(c) A vehicle parked in violation of this Division is a public nuisance *per se*.

(d) If 48 hours has elapsed since a parking violation notice or a municipal civil infraction citation was issued under subsection (b) and the vehicle is still parked or again parked in violation of this Division, a city official authorized to issue a parking violation notice or municipal civil infraction citation under subsection (b) may order the vehicle's impoundment so the street can be plowed.

(e) Notice of the vehicle's impoundment shall be given in the same manner as for impounding a vehicle under other circumstances in which neither the owner nor operator is present. Towing, storage, and other fees related to impounding the vehicle shall be due, payable, and collectable from the owner of the vehicle and the operator of the vehicle, jointly and severally, in the same manner as for impounding a vehicle under other circumstances. A vehicle so impounded shall be released from impound in the same manner as for a vehicle impounded under other circumstances in which the owner or operator were not present or as ordered by a court of competent jurisdiction.

(f) If the city incurs costs to impound a vehicle as provided in this section, but the vehicle is not actually removed but is released to the owner or operator before its removal, the owner or operator shall pay, in addition to the penalty for the violation, all costs incurred by the city to implement steps toward removal of that vehicle.

Section 2. This ordinance shall take effect on _____, 2024.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2024.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 7-24

Introduced: August 19, 2024

Adopted: September 16, 2024

STAFF REPORT

Date: August 8, 2024
Subject: Odd-Even Parking Ordinance Amendment
From: Kimberly S. Koster, Director of Public Safety
Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended that the City Council approve an ordinance to amend City Code, Sections 70-77 and 70-78, in order to clarify odd-even parking regulations.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

During the months of December, January, February, and March, odd-even parking rules apply on most residential streets in Wyoming. The purpose of these rules is to keep our roadways clear, safe, and accessible to residents, snowplows, and emergency vehicles.

Parking on the wrong side of the street in winter, in violation of odd-even parking regulations, creates hazardous conditions for snowplows and emergency vehicles. When cars are parked on the incorrect side, snowplows cannot clear the street properly, leaving snow and ice behind. This reduces road width, making it difficult for emergency vehicles, like ambulances and fire trucks, to pass through. Additionally, poorly cleared streets increase the risk of accidents, as drivers may lose control on icy patches or be forced to swerve around uncleared areas.

The police department receives numerous complaints from residents every winter regarding the impact of odd-even parking violations. Residents also voice their concerns over the issue on various social media pages, including the City's own Facebook page. Some residents complain about violators and a perceived lack of enforcement. Others complain about having to move their vehicles every night after coming home from work in order to be in compliance at 7:00 p.m. Many simply forget. The current fine of \$15

has not been a strong incentive for compliance. Some violators may think it's worth risking a small fine versus the inconvenience of moving their vehicle.

In terms of enforcement, the police department works hard to educate and remind our residents about the odd-even parking regulations. In late November, reminders are put on social media and, in early December, "warning" placards are placed on vehicles. Enforcement of the ordinance typically begins during the first major snowfall and continues throughout the winter months, especially when there is an accumulation of snow. Officers will often use their uncommitted patrol time to issue tickets. They also respond to complaints from residents. On some occasions, officers have knocked on a resident's door to have them move their car so that a snowplow or emergency vehicle could get through.

Changes to the ordinance are being proposed in order to clarify some of the rules and increase voluntary compliance. The major components of the proposed changes include:

1. An increase in the fine for a violation from \$15 to \$30.
2. A change in the time when parking moves from one side of the street to the other from 7:00 p.m. to 6:00 p.m. which may be more convenient for residents.
3. Updated list of city employees who are authorized to issue citations.
4. Clarification of regulations on streets with "No Parking" signs.

The Public Safety Department remains committed to enforcing the odd-even parking ordinance. With these changes, we hope to continue educating the community and gain cooperation, strengthening our ability to keep the streets clear, safe, and accessible for everyone.

BUDGET IMPACT:

None.

ORDINANCE NO. 8-24

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 11 OF THE CODE OF
ORDINANCES TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE SHEA
RAVINES PHASES I AND II HOUSING PROJECTS

THE CITY OF WYOMING ORDAINS:

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

DIVISION 11
TAX EXEMPTION AND SERVICE CHARGE FOR SHEA RAVINES
PHASES I AND II HOUSING PROJECTS

Sec. 2-310.11. Purpose.

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

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

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

Sec. 2-310.12. Definitions.

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

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

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

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

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

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

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

(1) For Phase I, a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building, on the south side of the Project Property as depicted in the shaded area on page 2 of the plan referred to in subsection (3), with indoor community space and outdoor amenities, along with 112 parking spaces. The estimated gross building area is 56,256 square feet and

the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, and permanent supportive housing offices for service providers and case management. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, dog park, patio with a grill and picnic area.

(2) For Phase II, a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building, on the north side of the Project Property, with indoor community space and outdoor amenities, along with at 112 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, and permanent supportive housing offices for service providers and case management. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, patio with a grill and picnic area.

(3) All improvements will be generally in accordance with the 6-page set of site plan documents dated 7/3/2024 for site plan approval provided by Moore & Bruggink as approved by the Wyoming Planning Commission on August 20, 2024 and by the elevation and other drawings prepared by Hooker DeJong, Project # 20-22.015, on file with the Wyoming Department of Community and Economic Development at the time of the Wyoming Planning Commission's approval of the site plan on August 20, 2024.

(h) *Project Property* means the following described real property:

That part of the Northeast 1/4, Section 15, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northeast corner of Section 15; thence South 00°22'00" East 433.32 feet along the East line of said Northeast 1/4 to the place of beginning of this description; thence South 00°22'00" East 137.00 feet along said East line, thence South 89°38'00" West 244.04 feet; thence South 00°22'00" East 117.71 feet; thence South 89°44'56" West 95.96 feet; thence North 00°22'00" West 254.52 feet; thence North 89°38'00" East 340.00 feet to the place of beginning.

(i) *Sponsor* means Shea Ravines Limited Dividend Housing Association Limited Partnership for Phase I and Shea Ravines II Limited Dividend Housing Association Limited Partnership for Phase II and any entity that receives or assumes a Mortgage Loan for either of the Projects on the Property.

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

Sec. 2-310.13. Property Tax Exemption.

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

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

Sec. 2-310.14. Annual Service Charge.

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

(b) The annual service charge in lieu of taxes for each operating year of each of the Projects shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that

operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the general property tax act (1893 PA 206, as amended; MCL 211.1, *et seq*).

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

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

Sec. 2-310.15. Contractual Effect of Ordinance.

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

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

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

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

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

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

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 8-24
Introduced: 08.19.2024
Adopted: 09.16.2024

STAFF REPORT

Date: August 12, 2024
Subject: Shea Ravines (Phases I and II) PILOT Request
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Nicole Hofert, Director of Community & Economic Development
Meeting Dates: August 19, 2024 & September 16, 2024

RECOMMENDATION

Approve ordinance entitled, "Ordinance To Amend Chapter 2, Article Iv, Division 11 Of The Code Of Ordinances To Provide For A Service Charge In Lieu Of Taxes For The Shea Ravines Phases I And II Housing Projects."

Approve resolution entitled, "Resolution Approving And Authorizing Mayor And City Clerk To Sign Municipal Services Agreement For Shea Ravines Phases I And II Housing Project."

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION

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

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 3% of total shelter rents as a payment in lieu of taxes (PILOT) and 5% of the total shelter rents as a municipal services agreement, versus property taxes based upon taxable value of the entire site. These payments will be made and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence. This request was approved for Phase I in Fall 2023 and this request comes back to City Council due to changes to the site plan required for the developer to meet financing requirements.

The City Council approved a rezoning of this property to Form Based Code – Corridor Suburban (FBC-CS) in September. The project will require Planning Commission special use approval for supportive housing. Planning Commission approved a previous version of the site plan in Fall 2023 and will review an updated version at its meeting on August 20, 2024.

The timing of this approval process is designed to be completed by early-September 2024. This allows the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals and Council approvals are still necessary. The ordinance will have first reading at the August 19 regular session and second reading at the September 16 regular session, and the resolution for the municipal services agreement will be discussed only at the September 16 regular session. This schedule allows City Council time for deliberation and public comment, while allowing the developer to keep its schedule.

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

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 3% of total shelter rents as a payment in lieu of taxes (PILOT) and 5% of the total shelter rents as a municipal services agreement, versus property taxes based upon taxable value of the entire site. These payments will be made and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence. This request was approved for Phase I in Fall 2023 and this request comes back to City Council due to changes to the site plan required for the developer to meet financing requirements.

The City Council approved a rezoning of this property to Form Based Code – Corridor Suburban (FBC-CS) in September. The project will require Planning Commission special use approval for supportive housing. Planning Commission approved a previous version of the site plan in Fall 2023 and will review an updated version at its meeting on August 20, 2024.

The timing of this approval process is designed to be completed by early-September 2024. This allows the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals and Council approvals are still necessary. The ordinance will have first reading at the August 19 regular session and second reading at the September 16 regular session, and the resolution for the municipal services agreement will be discussed only at the September 16 regular session. This schedule allows City Council time for deliberation and public comment, while allowing the developer to keep its schedule.

ORDINANCE NO. 10-24

ORDINANCE TO AMEND TO CHAPTER 30, ARTICLE VI, SECTION 30-203 OF THE WYOMING CITY CODE BY ADDING SUBSECTION (7) TO DESCRIBE ADDITIONAL PARCELS FOR WATER WELL RESTRICTIONS

THE CITY OF WYOMING ORDAINS:

Section 1. Chapter 30, article VI, section 30-203 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Restricted Zone," is amended by adding subsection (7) to read as follows:

(5) *44th St SW/Clyde Park Ave SW Restricted Zone.* The 44th St SW/Clyde Park Ave SW Restricted Zone is comprised of the following 4 parcels depicted on Exhibit A on the northwest and northeast corners of 44th St SW and Clyde Park Ave SW in the City of Wyoming, Kent County, Michigan:

<u>Parcel Address</u>	<u>Tax Parcel No.</u>	<u>Legal Description</u>
4390 Clyde Park Ave SW Wyoming, MI 49509	41-17-24-301-004	PT SW 1/4 COM 50 FT N & 50 FT E OF SW COR OF SEC TH E 118 FT TH N 98.7 FT TH WLY ON A 484 FT RADIUS CURVE TO THE R 118.1 FT TO A PT 93 FT N OF BEG TH S TO BEG * SEC 24 T6N R12W 0.26 A.
4391 Clyde Park Ave SW Wyoming, MI 49509	41-17-23-478-042	N 89 FT OF S 133 FT OF W 125 FT OF E 175 FT OF SE 1/4 EX COM 60 FT W & 44 FT N FROM SE COR OF SEC TH E 10 FT TH N 10 FT TH SWLY TO BEG & EX COM 44.04 FT N 0D 00M 00S & 60.04 FT N 87D 41M 58S W FROM SE COR OF SEC TH N 87D 41M 58S W 115.0 FT TH N 0D 00M 00S 6.0 FT TH S 87D 41M 58S E 97.10 FT TH N 44D 08M 16S E 38.66 FT TH S 0D 00M 00S 23.90 FT TH S 46D 09M 01S W 13.86 FT TO BEG * SEC 23 T6N R12W 0.20 A. SPLIT ON 05/29/2008 FROM 41-17-23-478-037.
765 44th St SW Wyoming, MI 49509	41-17-24-360-001	UNIT 1 * 44TH STREET CONDOMINIUM KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO.1164 INSTRUMENT NO.20230421-0021635 SPLIT/COMBINED ON 05/19/2023 FROM 41-17-24-301-054.
747 44th Street SW Wyoming, MI 49509	41-17-24-360-002	UNIT 2 * 44TH STREET CONDOMINIUM KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO.1164 INSTRUMENT NO.20230421-0021635 SPLIT/COMBINED ON 05/19/2023 FROM 41-17-24-301-054.

Section 2. This ordinance shall take effect on _____, 2024.

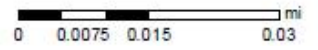
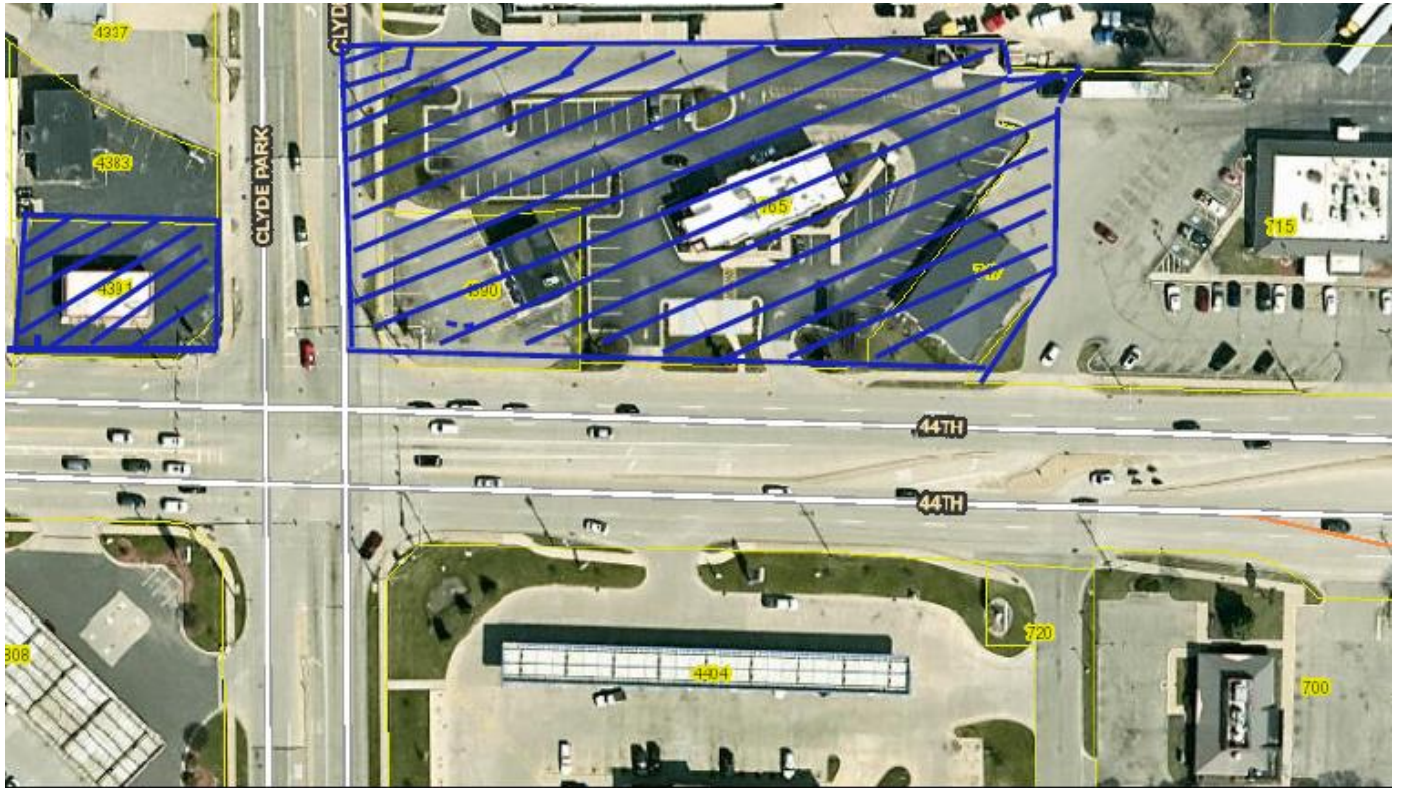
I certify that this ordinance was adopted by the Wyoming City Council at a regular meeting held on October 21, 2024.

Kelli A. VandenBerg, City Clerk

Attachment: Staff Report

Ordinance No. 10-24

Exhibit A



STAFF REPORT

Date: August 26, 2024
Subject: Ordinance amendment to restrict well use on 4 parcels at 44th St SW/Clyde Park Ave SW intersection
From: Scott Smith, City Attorney
Meeting Date: September 16, 2024, for 1st reading
October 21, 2024, for adoption

RECOMMENDATION:

It is recommended that the City Council adopt the proposed ordinance to add 4 parcels on the corner of 44th St SW/Clyde Park Ave SW to well water restrictions.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety

DISCUSSION:

Article VI of Chapter 30 of the City Code was adopted to prevent the use of well water in various areas of the city affected by contaminated groundwater. Such an ordinance is an “institutional control” that the Michigan Department of Environment, Great Lakes and Energy (EGLE) recognizes as a way to prevent persons from consuming or contacting contaminants in groundwater in those areas. This enables EGLE to close-out site investigation and clean-up in a reasonable manner. Because all these areas are served by city water service, well water is not needed for consumption, bathing, irrigation or other uses.

In this circumstance, groundwater contamination resulted from leaking underground storage tanks and EGLE personnel (in this situation, Barrett Walquist, a senior environmental quality analyst at EGLE and former member of the city’s Brownfield Redevelopment Authority Board) made the request. EGLE has been communicating with the owners of the affected property and is overseeing the clean-up efforts.

This ordinance amendment will add the 4 identified parcels on the northeast and northwest corners of the 44th St SW/Clyde Park Ave SW intersection to the areas of the city where wells are prohibited and the use of well water is prohibited.

CITY OF WYOMING
Kent County, Michigan
Ordinance No. 11-24

Council member _____, supported by Council member _____, moved adoption of the following ordinance:

AN ORDINANCE TO PROVIDE FOR IMPROVING THE EXISTING WATER SYSTEM OF THE CITY; TO AMEND AND SUPPLEMENT CITY ORDINANCES TO AUTHORIZE ISSUING AND SELLING ADDITIONAL SERIES OF WATER SYSTEM REVENUE BONDS; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR COLLECTION OF REVENUES TO PAY WATER SYSTEM OPERATION AND MAINTENANCE COSTS; TO SEGREGATE AND DISTRIBUTE CERTAIN WATER SYSTEM REVENUES; TO PROVIDE A RESERVE FUND, FOR RIGHTS OF THE HOLDERS OF THE WATER SYSTEM REVENUE BONDS; AND FOR OTHER MATTERS RELATED TO THE ISSUANCE OF WATER SYSTEM REVENUE BONDS.

THE CITY OF WYOMING ORDAINS:

Section 1. Definitions. Except when the context clearly indicates otherwise, the following definitions shall apply to terms used in this ordinance. Terms not defined in this section shall have the definitions provided by the Prior Ordinances (defined below).

- (a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) "Authorized Officer" means any one or more of the Mayor, the City Manager, the Deputy City Manager or the Finance Director of the City.
- (c) "Bondholder" or "Bondholders" means the holder or holders of the Bonds.
- (d) "Bonds" as defined or used in Chapter 31 and the Prior Ordinances shall include the Series 2024/25 Bonds, the Prior Bonds, and any additional Bonds of equal standing hereafter issued.
- (e) "City" means the City of Wyoming, Kent County, Michigan.
- (f) "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.
- (g) "Construction Fund" shall mean the 2024/25 Bonds Construction Fund created pursuant to Section 13 of this Ordinance.
- (h) "Paying Agent" means the paying agent designated and serving pursuant to section 8 of this ordinance.
- (i) "Prior Bonds" means the Series 2014 Refunding Bonds, the Series 2016 Refunding Bonds, and the Series 2021 Bonds.
- (j) "Prior Ordinances" means Chapter 31 of the City's Code of Ordinances, as amended and City Ordinance 20-14, 7-16, and 21-21 to the extent that the Bonds authorized by such ordinance remain outstanding.
- (k) "Project" means certain improvements to the City's Water System, including without limitation, design, acquisition and construction of a new large diameter water transmission main, including without limitation, transmission mains, piping, valving, and other associated materials and restoration for a pipe system from the Water Treatment Plant to, and connecting with, the existing transmission mains located near 96th Avenue and other improvements to water transmission, distribution, storage and treatment facilities, the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Water System improvements as the City shall determine.
- (l) "Revenues" and "Net Revenues" mean the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances

and this Ordinance and shall include revenues from future improvements, enlargements and extensions of the System.

(m) "Sale Order" shall mean an order signed by the Authorized Officer with respect to the Series 2024/25 Bonds.

(n) "Series 2014 Refunding Bonds" means the City's Water Supply System Revenue Refunding Bonds, Series 2014, dated October 14, 2014.

(o) "Series 2016 Refunding Bonds" means the City's Water Supply System Revenue Refunding Bonds, Series 2016, dated April 27, 2016.

(p) "Series 2021 Bonds" means the City's Water Supply System Revenue Bonds, Series 2021, dated October 12, 2021.

(q) "Series 2024/25 Bonds" means the City's Water Supply System Revenue Bonds, Series 2024 and/or 2025 issued pursuant to this Ordinance.

(r) "Water System" or "System" means the entire water supply system owned and operated by the City as defined in the Prior Ordinances.

Section 2. Necessity, Approval of Plans, and Specifications. It is determined to be necessary for the public health, safety, and welfare of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the City's consulting engineers, which plans and specifications are hereby approved.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be approximately \$86,000,000, including the payment of legal, engineering, financial, and other expenses, which estimate of cost is approved, and the period of usefulness of the Project is estimated to be not less than forty (40) years.

Section 4. Issuance of Bonds. Bonds of the City designated Water Supply System Revenue Bonds, with an appropriate series designation, are authorized to be issued, in one or more series, pursuant to Act 94 in the aggregate principal amount of not to exceed \$55,000,000, as finally determined by the Authorized Officer in the Sale Order, for the purpose of paying a portion of the cost of designing, acquiring, and constructing the Project, to fund additional deposits to the Bond Reserve Account and to pay legal, financial, and other expenses incidental to the issuance of the Series 2024/25 Bonds. Any remaining costs of the Project shall be paid from amounts paid to the City by the County of Ottawa and such funds of the System as shall be determined by the City.

Section 5. Bond Terms. Each series of the Series 2024/25 Bonds shall be issued in fully registered form as to both principal and interest, in denominations of \$5,000 or any multiple of that amount. The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date as determined by the Authorized Officer, and shall mature serially or as term bonds subject to mandatory redemption as determined by the Authorized Officer at the time of sale. The Series 2024/25 Bonds shall bear interest at a rate or rates, shall be payable semiannually on the dates and at the rates determined by the Authorized Officer at the time of sale. The Authorized Officer may alter the Bond terms within the parameters of this Ordinance as hereafter provided.

Section 6. Payment of Bonds; Pledge of Net Revenues. Principal of and interest on the Series 2024/25 Bonds shall be payable in lawful money of the United States to the person appearing on the Series 2024/25 Bond registration books as the registered owner thereof. Payment of principal of the Series 2024/25 Bonds shall be made at the principal office of the Paying Agent. Payment of interest on the Series 2024/25 Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the 15th day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the City to conform to market practice.

The principal of and interest on the Series 2024/25 Bonds, as Additional Bonds authorized by Prior Ordinances, shall be payable solely from the Net Revenues of the System and the Net Revenues of the System are pledged to the payment of the principal of and interest on the Series 2024/25 Bonds. To secure the payment of the principal of and interest on the Series 2024/25 Bonds, there is created a statutory lien to and in favor of the Bondholders upon the Net Revenues of the System. The statutory lien on the Net

Revenues securing the Series 2024/25 Bonds shall be a first lien of equal standing and priority with respect to the lien on the Net Revenues of the System securing such of the Prior Bonds as remain outstanding. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Bonds or until the Bonds are defeased.

The Series 2024/25 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any applicable constitutional, statutory, or charter provisions.

Section 7. Prior Redemption.

(a) Mandatory Redemption. Principal designated as a term bond maturity by the purchaser of the Series 2024/25 Bonds or in the Sale Order shall be subject to mandatory redemption, in whole or in part, by lot, at par plus accrued interest, on the redemption dates and in the amounts determined at the time of sale. When term bonds are purchased by the City and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Series 2024/25 Bonds so redeemed in the order determined by the City.

(b) Optional Redemption. The Series 2024/25 Bonds shall be subject to optional redemption prior to maturity as determined at the time of sale or as provided in the Sale Order.

(c) Notice of Redemption. Notice of redemption of Series 2024/25 Bonds shall be given by mail to the Registered Owners of the Series 2024/25 Bonds to be redeemed not less than 30 days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the City maintained by the Paying Agent. Series 2024/25 Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same.

Section 8. Paying Agent and Registration.

(a) Appointment of Paying Agent. The Authorized Officer shall, from time to time, designate and appoint a Paying Agent, which may also act as transfer agent and bond registrar. The Authorized Officer shall also have the authority to remove the Paying Agent and to appoint a successor Paying Agent. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than 60 days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Series 2024/25 Bonds.

(b) Book Entry Eligible: At the option of the initial purchaser of the Series 2024/25 Bonds, the Bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York; if this option is selected, DTC will act as securities depository for the Series 2024/25 Bonds, purchase of the Series 2024/25 Bonds will be made in book-entry only form, in denominations of \$5,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in Series 2024/25 Bonds purchased. While the Series 2024/25 Bonds are held in book-entry-only form, the Series 2024/25 Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Series 2024/25 Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Series 2024/25 Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only.

(c) Discontinuance of Book-Entry-Only. In the event the book-entry-only system is not selected or is discontinued, the following provisions would apply to the Bonds. Registration of the Bonds shall be recorded in the registration books of the City to be kept by the Paying Agent. Series 2024/25 Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in denominations of \$5,000 or any integral multiple thereof, in the same aggregate principal amount as the Series 2024/2025 submitted for transfer. No transfer of Series

2024/25 Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any Series 2024/2025 is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Series 2024/2025 to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Series 2024/2025 to the extent of such payment. No Series 2024/2025 shall be transferred less than 15 days prior to an interest payment date nor after the Bond has been called for redemption. So long as the Series 2024/25 Bonds are registered to DTC or another bond depository, the Paying Agent, acting as bond registrar, shall have no responsibility with respect to such transfers.

Section 9. Bond Form. Each series of the Series 2024/25 Bonds shall be substantially in the form attached as Exhibit A, which is incorporated by reference, with such completions, changes, and additions as may be recommended by the City's bond counsel and approved by the officers of the City signing the Series 2024/25 Bonds.

Section 10. Sale of Bonds. The Series 2024/25 Bonds shall be sold at a competitive sale. The Authorized Officer shall set the date and time for sale of the Series 2024/25 Bonds, which date shall be at least seven (7) days after the publication of the official notice of sale. The Authorized Officer shall cause notice of the sale of the Series 2024/25 Bonds to be published in *The Bond Buyer*, which notice shall be in such form as is approved by the Authorized Officer. Following the receipt of such bids, the Authorized Officer is authorized to award the Series 2024/25 Bonds to the successful bidder therefor or reject all bids and negotiate the sale of the Series 2024/25 Bonds with a selected purchaser.

Section 11. Authorized Officer. The Authorized Officer is designated and authorized, for and on behalf of the City, without further City Council approval, to do all acts and to take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2024/25 Bonds. Notwithstanding any other provision of this Ordinance, the Authorized Officer is authorized within the limitations set forth below to determine the title of the Series 2024/25 Bonds, maximum interest rate, interest rate or rates, amount of discount or premium, amount of maturities, principal amount, amount of good faith deposit, if any, denominations, dates of issuance, dates of maturities, interest payment dates, optional and mandatory redemption rights, and term bond options. The Authorized Officer shall have the authority to determine that up to two years of interest on the Series 2024/25 Bonds be capitalized and to determine the amount of the deposit to the Bond Reserve Account. The Authorized Officer is further authorized to revise or adjust the provisions of Sections 16, 17, and 18 of this Ordinance prior to the issuance of the Series 2024/25 Bonds in an order signed by the Authorized Officer. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

- (a) The par amount of the Series 2024/25 Bonds shall not exceed \$55,000,000.
- (b) Each series of the Series 2024/25 Bonds shall not be sold at a price that would make the true interest cost of such series exceed 6%.
- (c) The final maturity date of each series of the Series 2024/25 Bonds shall not be later than thirty-one (31) years from the date of issuance of such series of the Series 2024/25 Bonds.
- (d) Each series of the Series 2024/25 Bonds shall not be sold at a price that is less than 98% of the par value of such series.

The Authorized Officer is hereby authorized for and on behalf of the City, without further City Council approval, to: (a) approve the circulation of a preliminary and a final Official Statement describing the Series 2024/25 Bonds; (b) to award the bid for the sale of the Series 2024/25 Bonds or negotiate the sale of the Series 2024/25 Bonds and enter into a bond purchase agreement with a selected purchaser; (c) purchase municipal bond insurance, if considered necessary, as additional security for the bondholders; (d) apply to rating agencies for a rating on the Series 2024/25 Bonds; (e) make any designations or elections pursuant to the Code, including designating the bonds pursuant to section 265(b)(3) of the Code; and (f) do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Series 2024/25 Bonds.

Approval by the City of the matters delegated in this section or any other sections may be evidenced by execution of the Sale Order or the execution or approval of such documents by the Authorized Officer. The

Authorized Officer, together with the Treasurer, the Clerk, the Deputy Clerk and the Deputy Treasurer, or any one or more of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications, an Application for State Treasurer's Approval to Issue Long-Term Securities or any other applications or supporting documents to the Michigan Department of Treasury, applications for waivers and the submission of any supporting or related documents, any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations. The Authorized Officer is authorized to approve such policies as deemed necessary to comply with federal securities and tax laws, which shall be binding on the City. The Authorized Officer is authorized to select and retain on behalf of the City such professional services as the Authorized Officer deems necessary for the Series 2024/25 Bonds.

Section 12. Execution of Bonds. The Mayor or the Mayor Pro Tem and the Clerk or the Deputy Clerk of the City are authorized and directed to sign the Series 2024/25 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2024/25 Bonds shall be delivered by the Authorized Officer to the purchaser of the Series 2024/25 Bonds.

Section 13. Construction Fund. Except as otherwise determined by the Authorized Officer, the proceeds of the Series 2024/25 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for which the Series 2024/25 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Project may be used for such purposes as allowed by law. After completion of the Project and disposition of remaining Series 2024/2025 proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

Section 14. Bondholders' Rights; Receiver. The Bondholders representing in the aggregate not less than 20% of the entire principal amount thereof then outstanding, may, by suit, action, mandamus, or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The Bondholders shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the security therefor.

Section 15. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm, or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 16. Rates and Charges. Rates shall be fixed and revised from time to time by the Council so as to produce amounts that are sufficient to pay the expenses of administration and the costs of operation and maintenance of the System, to provide an amount of revenues adequate for the payment of principal of and interest on the Bonds, reserve, replacement and improvement requirements and to otherwise comply with all requirements and covenants provided herein; and such that are reasonably expected to yield annual Net Revenues of the System, in the current fiscal year equal to at least 125% of the average annual debt service on the then outstanding Bonds; and promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each fiscal year, review the rates and charges for its services and promptly revise such rates and charges as necessary to comply with the foregoing requirement, in which case the City will be in compliance with the requirements of this Section. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System, the cost of maintaining, repairing, and operating the System, and the amounts necessary for the retirement of all Bonds and interest accruing on all Bonds, and there shall be charged such rates and charges as shall be adequate to meet the requirement of this and the preceding sections.

Section 17. Bond Reserve Account. The Bond Reserve Account in the Bond and Interest Redemption Fund, as established by the Prior Ordinances, shall be adjusted in such amounts so that upon issuance of the Series 2024/25 Bonds, the Bond Reserve Account shall total a sum equal to the lesser of (a) the maximum annual principal and interest requirements on the Bonds outstanding after issuance of the additional Bonds; (b) 125% of the average annual debt service on the Bonds after issuance of the additional Bonds; or (c) an amount equal to 10% of the principal amount of the Bonds (the "Required Reserve"). If the amount in the Reserve Account is greater than the Required Reserve, such excess amount shall be transferred to the Bond and Interest Redemption Fund described herein or as otherwise determined by the Authorized Officer. If it is necessary to increase the amount in the Bond Reserve Account, the City shall deposit a sum from the moneys on hand in the System and/or Bond proceeds, so that the Bond Reserve Account is fully funded as of the delivery of the Series 2024/25 Bonds. The requirements of the Bond Reserve Account may be satisfied by a credit facility. Interest on the Bond Reserve Account must be transferred into the Redemption Fund once the Required Reserve has been reached. All of the other provisions relative to the use of the Bond Reserve Account, its maintenance and other details relative thereto shall remain as specifically set forth in the Prior Ordinances.

Section 18. Additional Bonds. Additional Bonds of equal standing and priority with any outstanding Bonds may be issued as provided in Section 31.22(2) of the Wyoming City Code of Ordinances, as amended, which reads as follows:

(2) For acquiring and constructing additions, extensions and improvements to the Water Supply System; provided that no additional bonds of equal standing and priority of lien for such purposes can be issued unless the average actual or augmented net revenues for the last 2 preceding fiscal years or the actual or augmented net revenues for the then last preceding fiscal year, if the same shall be lower than said average, shall be equal to at least 150% of the maximum amount of principal and interest thereafter maturing in any fiscal year on such additional bonds then being issued, the bonds of the issue authorized by this Chapter, and any other bonds of equal standing and priority of lien therewith until such time as the 1964 Bonds have been redeemed or defeased and thereafter then said average shall be maintained at no less than 125% of the average annual amount of principal and interest as hereinafter set forth. The actual net revenues shall be used in making the foregoing determination except, in the following situations where the augmented net revenues shall be used instead to wit:

(a) If the City shall raise the water rates at the time of authorizing such additional bonds, then the net revenues of the Water Supply System for each of the last two preceding fiscal years shall be augmented to an amount reflecting the effect of such increase had the City's water billings during such years been at the increased rates. As a condition precedent to the use thereof, there shall be filed with the City Clerk a statement which shows the annual net revenues for the 2 preceding completed operating years, and the additional augmented revenues reflecting the application of the increased rates, executed by a registered engineer appointed by the City Council.

(b) If the additions, extensions and improvements to be constructed with the proceeds of sale of such additional bonds will result in additional net revenues accruing to the Water Supply System, then the net revenues of the Water Supply System for each of the last two preceding fiscal years, as augmented by the application of increased rates as authorized in subparagraph (a) above, if such be the case, may be additionally augmented by the average annual net revenues estimated to accrue from such additions, extensions and improvements over the period for which said additional bonds are to be issued. A certificate duly executed by the present consulting engineers of the City, Black and Veatch, of Kansas City, Missouri (or such successor consulting engineer retained by the City), setting forth said estimate of net revenues together with sufficient detail justifying the same, shall be obtained as a condition precedent to using said additional net revenues as authorized by this Subsection.

It is the intent and purpose that the term "augmented net revenues" as used in this Section, shall mean the average actual net revenues of the Water Supply System for the last two preceding fiscal years, or for the last preceding fiscal year, whichever is lower, plus additional revenues estimated pursuant to either Subsection (a) or (b) above, or both, as the case may be. No additional bonds of equal standing shall be issued pursuant to the authorization contained in this Section if the City

shall then be in default in making its required payments to the Operation and Maintenance Fund or the Bond and Interest Redemption Fund.

Section 19. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Series 2024/25 Bonds, shall be deposited in trust, this ordinance shall be defeased and the owners of the Series 2024/25 Bonds shall have no further rights under this ordinance except to receive payment of the principal of, premium, if any, and interest on the Series 2024/25 Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Series 2024/25 Bonds as provided herein.

Section 20. Contract with Bondholders. This Ordinance shall constitute a contract between the City and the Bondholders from time to time, and after the issuance of any of such Series 2024/25 Bonds, no change, variation, or alteration of the provisions of this Ordinance may be made that would lessen the security for such Series 2024/25 Bonds. The provisions of this Ordinance shall be enforceable by appropriate proceedings taken by such Bondholder, either at law or in equity.

Section 21. Bonds Mutilated, Lost, or Destroyed. If any Bond of the Series 2024/25 Bonds shall become mutilated, the City, at the expense of the Bondholder, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond of the Series 2024/25 Bonds shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond of the Series 2024/25 Bonds shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

Section 22. Tax Covenant. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Series 2024/25 Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Series 2024/2025 proceeds and moneys deemed to be Series 2024/2025 proceeds.

Section 23. Municipal Bond Insurance. The Authorized Officer is authorized to acquire municipal bond insurance to enhance the marketability of the Series 2024/25 Bonds. If the City or the purchaser of the Series 2024/25 Bonds acquires municipal bond insurance from a municipal bond insurer, the Authorized Officer, the Clerk, and the Treasurer, or any one of them, are hereby authorized to take all actions, and to execute any documents, certificates, orders, applications, agreements, conditions, covenants, or other instruments necessary to effectuate the issuance of the policy of bond insurance, including, but not limited to the execution of an order or agreement containing such provisions as the municipal bond insurer may require with respect to the insurance and the municipal bond insurer, which shall be binding on the City in the same manner as if contained herein. The Authorized Officer is further authorized to sign such agreements or other documents and to pay such fees as are required for the City to become a member of a mutual insurance company.

Section 24. Continuing Disclosure. The City shall provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (a) on or prior to the date determined by the Authorized Officer, commencing with the first fiscal year ending after the issuance of the Series 2024/25 Bonds, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (or if audited financial statements are not available, unaudited financial statements), generally consistent with certain information that was contained or cross-referenced in the Official Statement relating to the Series 2024/25 Bonds, (b) timely notice of the occurrence of certain material events with respect to the Series 2024/25 Bonds, and (c) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (a) above.

Section 25. Official Statement. The Authorized Officer, the Clerk, the Treasurer, or any of them, are authorized and directed to approve, execute, and deliver a Preliminary Official Statement and a final Official Statement on behalf of the City in such form as they shall approve in order to assure that the statements therein are true, and that it does not contain any untrue statement or material fact and does not omit a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading.

Section 26. Bond Counsel. Dickinson Wright PLLC, Grand Rapids, Michigan, is appointed to act as bond counsel for the Series 2024/25 Bonds. The City acknowledges that Dickinson Wright PLLC represents a number of financial institutions in public finance matters, including financial institutions that may potentially purchase the Bonds, and consents to Dickinson Wright PLLC's representation of the City as bond counsel and, and waives any conflict of interest arising from such representation of a financial institution or underwriter that may purchase the Bonds in other matters not involving the City. The Authorized Officer is authorized to enter into an engagement letter with bond counsel in accordance with the fees shown in the financial reports of the Municipal Advisor.

Section 27. Financial Advisor. MFCI, LLC is appointed to act as financial advisor for the Series 2024/25 Bonds.

Section 28. Subject to Prior Ordinances. Except to the extent supplemented or otherwise provided in this Ordinance, all of the provisions and covenants provided in the Prior Ordinances shall apply to the Series 2024/25 Bonds.

Section 29. Publication and Recordation. This Ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and it shall be recorded in the records of the City with such recording authenticated by the signatures of the Mayor or Mayor Pro Tem and the City Clerk.

Section 30. Ordinance Subject to Michigan Law. The provisions of this Ordinance are subject to the laws of the State of Michigan.

Section 31. Section Headings. The section headings in this Ordinance are for convenience of reference only and are not a part of this Ordinance.

Section 32. Severability. If any section, paragraph, clause, or provision of this ordinance is held invalid, its invalidity shall not affect any other provisions of this Ordinance.

Section 33. Effective Date. Pursuant to Section 6 of Act 94, this ordinance shall be approved on the date of its first reading and this Ordinance shall be effective immediately upon its adoption.

YEAS: Council Members _____
NAYS: Council Members _____
ABSTAIN: Council Members _____
ABSENT: Council Members _____

ORDINANCE DECLARED ADOPTED.

Kent Vanderwood, Mayor

Kelli A. VandenBerg, Clerk

CERTIFICATION

As the duly qualified and acting Clerk of the City of Wyoming, Michigan I certify that this is a true and complete copy of an ordinance adopted by the City Council at a meeting held on September 16, 2024, and that notice of that meeting complied with Act 267, Public Acts of Michigan, 1976, as amended.

September 16, 2024

Kelli A. Vandenberg, Clerk

Ord: 11-24

EXHIBIT A

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
CITY OF WYOMING
WATER SUPPLY SYSTEM REVENUE
BONDS, SERIES _____**

Interest Rate Maturity Date Date of Original Issue CUSIP

Registered Owner:

Principal Amount: _____ Dollars (\$_____)

The City of Wyoming, Kent County, Michigan (the "City"), acknowledges it is indebted and, for value received, promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Water Supply System of the City (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), the Principal Amount specified above, unless prepaid prior thereto as hereinafter provided, in lawful money of the United States of America, on the Date of Maturity specified above with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__, and semiannually thereafter on the first day of _____ and _____ of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is one of a total authorized issue of bonds of even date and like tenor, except as to date of maturity, amount and rate of interest, numbered in order of registration, aggregating, the principal sum of \$[Insert amount]; issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and Chapter 31 of the City's Code of Ordinances and City Ordinance Numbers 20-14, 7-16, 21-21 and _____ (the "Ordinance"), for the purpose of paying the costs of certain improvements to the City's Water System. This Bond is a self-liquidating Bond, and is not a general obligation of the City within any constitutional, statutory or charter limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The City hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption fund, a bond reserve account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. The Bonds of this series shall have equal standing with the City's Water Supply System Revenue Refunding Bonds, Series 2014, Water Supply System Revenue Refunding Bonds, Series 2016 and Water Supply System Revenue Bonds, Series 2021. For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or subordinate standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

Principal of this Bond is payable at the principal office of _____, or such other paying agent as the City may hereafter designate (the "Paying Agent") by notice mailed to the Registered Owner not less than 60 days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the 15th day of the month preceding the payment date as shown on the registration books of the City maintained by the Paying Agent by check, draft, or electronic transfer delivered to the Registered Owner at the Registered Address.

Bonds maturing in the years ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity in part, by lot, on each _____, at the par value thereof plus accrued interest to the redemption date as follows:

Redemption Date

Principal Amount

Term Bonds that are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Bond subject to mandatory redemption by the amount of the Bond so redeemed, in the order determined by the City.

Bond maturing on or before _____, _____, shall not be subject to optional redemption prior to maturity. Bonds maturing on or after _____, _____, are subject to redemption prior to maturity as a whole or in part, at the option of the City, in such order as the City shall determine, on any dates, on or after _____, _____. Bonds called for redemption shall be redeemed at the par value thereof and accrued interest to the date of redemption, without a premium.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by the Registered Owner's attorney duly authorized in writing, at the

office of the Paying Agent, but only in the manner, subject to the limitations and at the Registered Owner's sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the City including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Wyoming, Kent County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its Clerk, all as of the date of original issue specified above.

Kent Vanderwood, Mayor

Kelli A. VandenBerg, Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the City of Wyoming \$_____ Water Supply System Revenue Bonds, Series _____, and has been registered in the name of the Registered Owner designated on the face thereof in the bond register maintained for the City.

Authentication Date: _____, 202_

As Paying Agent/Bond Registrar/Transfer Agent

WRONGFUL USE OF CERTIFICATE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

_____ (please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signed: _____

In the presence of: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of that person's capacity to act must accompany the bond.

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____

STAFF REPORT

Date: September 10, 2024
Subject: Bond Ordinance
From: Myron Erickson, Director of Public Works
Scott Smith, City Attorney
Meeting Date: September 16, 2024

RECOMMENDATION:

It is recommended that the City Council adopt an Ordinance to Provide for Improving the Existing Water System of the City; to Amend and Supplement City Ordinances to Authorize Issuing and Selling Additional Series of Water System Revenue Bonds; to Prescribe the Form of the Bonds; to Provide for Collection of Revenues to Pay Water System Operation and Maintenance Costs; to Segregate and Distribute Certain Water System Revenues; to Provide a Reserve Fund, for Rights of the Holders of the Water System Revenue Bonds; and for Other Matters Related to the Issuance of Water System Revenue Bonds.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
 - Goal 3 – Improve city infrastructure and service reliability
 - Objective 1 – Complete 3rd transmission main

DISCUSSION:

This project and resolution were discussed in detail at the City Council's September 9, 2024, work session. At this meeting, the City Council is also considering a resolution to approve 4 contracts related to construction of the third water transmission main.

The estimated cost for the required third water transmission main and related work is over \$85 million. The city will pay 57% of the cost and Ottawa County intends to pay 43% of that cost. Both the city and Ottawa County will borrow to pay their respective shares. Municipalities generally issue municipal bonds to borrow.

In June 2022, the Council approved a resolution of intent to issue up to \$35,000,000 in revenue bonds to pay the City's share of the cost. Due to increased cost estimates, in July 2023 the Council approved a supplemental notice of intent to issue bonds totaling up to \$60,000,000. At its September 3, 2024, meeting the City Council adopted a second supplemental notice of intent to authorize borrowing an additional \$25 million that would occur only if Ottawa County failed to fund its share of the project costs.

The revenue bond act, 1933 PA 94, authorizes the issuance of revenue bonds (bonds that are repaid from revenues generated by utility system or other revenue generating operation constructed or improved with the bond proceeds). The proposed ordinance would be adopted under that act which also states that it can be adopted at the meeting at which it is introduced (*i.e.*, superseding the City Charter requirement that an ordinance cannot be adopted at the meeting at which it is introduced).

The bond resolution authorizes borrowing only up to \$55 million. This should fund the entire city share of the project costs and, if determined to be financially beneficial, also fund the needed payment to the bond debt service reserve. However, the city intends to issue these bonds in two series – likely issuing a first series in the amount of \$40 million to \$45 million in the next few weeks and a second series of up to \$15 million next year after the city receives bids for the surge suppression component of the project and after use of much of the bond proceeds from the first series of bonds. The exact amounts and timing of the issuance of each series will be determined by city staff in collaboration with the mayor, city's independent financial adviser and outside bond counsel.