

AGENDA
WYOMING CITY COUNCIL MEETING
WYOMING CITY HALL
TUESDAY, SEPTEMBER 3, 2024, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Heather Dood, Grace Reformed Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the August 19, 2024 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
- 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) Budget Amendment No. 8 – To Request to Appropriate an Additional \$2500.00 of Budgetary Authority for Shop with A Hero Event and Recognize the Associated Transfer of Revenue from the General Fund.
- 14) Consent Agenda**
- 15) Resolutions**
 - a) Approving Benteler Automotive Plans for and Use of Its Property on Site 36.
 - b) To Amend a Portion of the City of Wyoming Fee Schedule
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - c) To Accept a Proposal from PK Contracting to Perform the Restriping of Burlingame Avenue from Burton Street to Chicago Drive.
 - d) To Award the Bid for the Fisher Avenue Improvement Project and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 9).
 - e) To Accept a Proposal for the Design Services for Byron Center Avenue and 56th Street

Dual Left-Turn Project and to Authorize the Mayor and City Clerk to Execute the Agreement.

- f) To Accept Agreements for Fire Station Alarm Systems Upgrades and Monitoring.
- g) To Accept a Proposal to Replace a Heating Coil at the Wyoming Police Department.
- h) For the Purchase of Getac Rugged Tablets and Accessories.
- i) To Accept a Proposal from The Architectural Group, Inc. for Architectural and Design Services for Capital Improvement Projects and Renovations.
- j) For the Purchase of a John Deere Gator Utility Vehicle (Budget Amendment No. 10).
- k) To Accept a Quote from Dell Technologies for Desktop and Laptop Computers.
- l) To Approve and Adopt a Banking Services Resolution for Treasury Management Services with Fifth Third Bank.
- m) Approving Preliminary Engineering Agreement with CSX Transportation, Inc. Related to 3rd Transmission Main Railroad Crossing.
- n) To Accept Amendment Number Three for the Activated Sludge Blower System Project.
- o) To Accept a Proposal for the Inspection and Repair of a Centrifuge.
- p) For Award of Bids
 - 1. Clean Water Plant Blower Installation Project.

17) Ordinances

- 9-24 To Amend Section 90-15 of the City of Wyoming by Adding Subsection (144) to Rezone 1024, 1026 and 1042 Burton Street from FBC-CC Form Based Code Corridor Center to FBC-CS Form Based Code Corridor Neighborhood. (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

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

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

Acomodaciones Especiales – Personas que 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 3, 2024

Budget Amendment No. 008

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$2,500 of budgetary authority for the Shop with a Hero event and recognize the associated transfer of revenue from the General Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Public Safety Fund</u>				
Transfers from General Fund				
205-699.101	\$ 20,514,049.00	\$ 2,500.00	\$ -	\$ 20,516,549.00
Police - Administration Services - Other Services Police Special Events				
205-301-30500-956.023	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Fund Balance/Working Capital (Fund 205)		<u>\$ -</u>	<u>\$ -</u>	
<u>General Fund</u>				
Transfers Out - Transfer to Public Safety Fund				
101-999-99900-995.205	\$ 20,514,049.00	\$ 2,500.00	\$ -	\$ 20,516,549.00
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ 2,500.00</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. __-24

RESOLUTION APPROVING BENTELER AUTOMOTIVE PLANS FOR AND USE OF
ITS PROPERTY ON SITE 36

WHEREAS:

1. Benteler Automotive has purchased and plans to develop the 20 acres on the southwest corner of Site 36 (“Benteler Property”). The development will be subject to the provisions in subsections A-F of Article IV of the Site 36 Development Contract dated December 7, 2021, by and among the City of Wyoming, the Wyoming Brownfield Redevelopment Authority (“WBRA”), and the Grantor, *i.e.*, Franklin Site 36, LLC (the “2021 Development Contract”).
2. Bentler previously received Planning Commission and City Council approval in June 2024, however since that time, Benteler has made several revisions to the originally approved site plan which the city planning office deemed “major” and therefore an additional review by planning commission and city council is required.
3. The referenced site use and development requirements in the 2021 Development Contract were intended to ensure Site 36 is used in a manner compatible with other uses in its vicinity while providing jobs that compensated employees at levels sufficient to support families and with a development plan that enhances the community.
4. Benteler’s planned use of and site plan for the Benteler Property meets those goals with acceptable building facades and finishes, a well landscaped front yard adjacent to Stafford/40th ST, and other development characteristics enhancing its aesthetic qualities and avoiding or minimizing adverse impacts from its operations.
5. Benteler seeks assurances from the city and the WBRA that its use and development of the Benteler Property comply with the 2021 Development Contract and/or that the city and WBRA waive any 2021 Development Contract requirements that Benteler’s planned use and development of the Benteler Property fails to meet.
6. Section 90-433B of the Zoning Ordinance, a part of the Code of Ordinances of the City of Wyoming, Michigan (“City Code”) provides certain development standards applicable to Site 36 but allows the City Council to waive those standards when the development plan meets the objectives of those standards.
7. Benteler’s revised development plan meets the requirements in that section that 75% of all walls facing a public street be comprised of certain materials because while they are not listed within the list provided in section 90-433B, the materials are high quality exterior materials. The new development is aesthetically consistent and compatible with adjacent and surrounding properties. Benteler’s development will be constructed of pre-cast concrete panels, architectural metal panels and insulated metal panels consistent with other developments on Site 36.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council declares that Benteler Automotive’s planned use and development of the Benteler Property as approved by the Planning Commission at its meeting of August 20,

2024, meets the requirements of the 2021 Development Contract and, if anyone later claims that Benteler Automotive's uses of the Benteler Property and planned development of the property approved by the Planning Commission fail to comply with any requirement(s) of the 2021 Development Contract, the City waives those requirements for development of the Benteler Property in accordance with the uses and plans approved by the Planning Commission.

2. For the reasons stated in the recitals above, the requirements of City Code section 90-433B are waived for this project with the uses and development plans approved by the Planning Commission.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: August 28, 2024
Subject: Approval of Benteler Automotive development plan
From: Nicole Hofert, Director of Community & Economic Development

Meeting Date: September 3, 2024

RECOMMENDATION:

Approve Resolution Approving Benteler Automotive Plans for and Use of Its Property on Site 36.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
 - GOAL 2 - Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.
 - OBJECTIVE 2 - Complete the redevelopment of Site 36

DISCUSSION:

At its June 3, 2024 Council meeting, City Council approved a resolution approving Benteler Automotive plans for and use of its property on Site 36 following Planning Commission approval and recommendation on May 21, 2024.

Since then, the developer has made several revisions to the originally approved site plan which the city planning office deemed “major” and therefore an additional review by planning commission and city council is required. The revisions include:

- A 50' expansion to the north for new truck bays. This increased the building's foot print by 20,895 square feet.
- Revised parking layout and office footprint.
- Revised façade to reduce pre-cast stone and include architectural metal panels and insulated metal panels.

Planning Commission reviewed the revised plans and façade modifications at its August 20th meeting and unanimously approved and recommended the same to Council.

Under the zoning ordinance provision applicable to this site, City Council approval is required. In addition, under the 2021 Site 36 Development Contract between the city, the Wyoming Brownfield Redevelopment Authority (WBRA), and Franklin Site 36, LLC (the entity that purchased the 75-acre parcel lying south of 36th Street from the WBRA), there are stated development requirements and Benteler seeks assurances from the city and WBRA that its development meets those requirements.

The proposed resolution provides site plan approval and assurances conditions are met.

The WBRA board will also be considering a resolution regarding compliance with the 2021 Site 36 Development Agreement. Benteler Automotive is also working on a Brownfield work plan which will require WBRA board approval.

Project Details

The project is proposed to be a 316,965 square foot facility that is expected to be an assembly location for V801 Ford Transit Van Battery Components. Benteler Automotive has been in the Grand Rapids region since the early 1980's and has three other locations in Michigan, including one in Wyoming.

The project includes a 299,845 square foot facility and an additional 17,120 square foot single story office area. The development includes loading docks adjacent to the railroad. Access for the site is provided off 40th Street/Stafford Avenue and a shared drive off Buchanan Avenue.

Benteler Automotive anticipates employing approximately 170 employees at this location. The facility will operate on three shifts, five days a week. The estimated investment is \$105 million.

BUDGET IMPACT:

This resolution will not require use of any city funds.

Micele asked if the proposal matched the master plan to which Smith responded in the affirmative.

Zapata, noted that there was a comment given to commissioners and the note spoke to what Weller was speaking of. Zapata asked staff why a proposal for commercial and residential above was denied by planning commission years ago.

Smith responded that the decision predates the form-based code and it would not have been allowed in that zone. It would have been allowed in the current zone, but no proposals were submitted in the years since. Since the property was purchased with the city's Community Development Block Grant funds, the City is not allowed to put commercial on the property, the City would have to turn the property over to someone else and refund the granted money to HUD.

Hofert stated that the intent of purchasing the property with CDBG funds and then select a non-profit developer was to bring affordable owner-occupied housing to the corridor. When you have commercial and residential above it is not as easy to have owner occupied housing units.

Weller wanted to confirm if another parcel with the same zoning (Corridor Center) was to submit for commercial on the bottom and residential above it would be allowed.

Hofert confirmed if it was in the Corridor Center zone, it would be an allowed use. A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

AGENDA ITEM NO. 4

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Scannell Properties)

Hofert explained that the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land. Hofert said that the project is returning to Planning Commission due to major changes to the site plan. She noted that, as a returning item, commissioners should already be familiar with this project and she would move more quickly through some of the elements that had not changed.

The project includes a 299,845 square foot facility and an additional 17,120 square foot single story office area. The development includes loading docks adjacent to the railroad. Access for the site is provided off 40th Street/Stafford Avenue and a shared drive off Buchanan Avenue.

Hofert shared the following staff comments:

Site 36 is a 75-acre former auto plant site. The plant opened in 1936 and GM closed operations in 2009. The city worked with RACER Trust to clean-up the property for redevelopment. The site has a restrictive covenant due to the former auto plant use.

This project received planning commission approval and city council approval in May 2024. Since then, the developer has made several revisions to the originally approved site plan which the city planning office deemed “major” and therefore an additional review by planning commission and city council is required. The revisions include:

- A 50’ expansion to the north for new truck bays. This increased the building’s foot print by 20,895 square feet.
- Revised parking layout and office footprint.
- Revised façade to reduce pre-cast stone and include architectural metal panels and insulated metal panels.

Other staff comments:

- Section 90-433B(6) Architectural/design standards.
 - *The development, redevelopment or improvement of any building(s) located on an auto plant property shall use an architectural style that reflects a common theme or pattern that is aesthetically consistent and is compatible with surrounding properties.*
 - The new development is aesthetically consistent and compatible with adjacent and surrounding properties. This requirement is met.
 - *All walls exposed to public view from a public street or adjacent residential area shall be constructed of not less than 75 percent brick, face brick, stone, cast stone, or other quality materials as determined by the planning commission from finished grade to roof level. High quality materials on other exposed exterior surfaces such as brick, stone, wood or stucco are encouraged.*
 - Section 90-433B(10)(c) permits for a waiver to be granted if “*There are architectural features or design standards incorporated into a proposed development plan that differ from the requirements of this section but that generally achieve the objectives of this section.*” The building is proposed to be built with a combination of pre-cast concrete panels, architectural metal panels and insulated metal panels. Pre-cast concrete is generally similar to cast stone and face brick and meets the requirements of this section. Architectural metal panels are proposed on the south facing office component of the building and will enhance the building’s appearance. The insulated metal panels are proposed on a portion of the north building, this is to facilitate future expansion. Staff is recommending the waiver be granted based on the variety of high- quality materials being used. These

enhancements improve the overall aesthetic of the building and meet the objective of this section.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Site plan review in conformance with the following applicable standards as follows is required:

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. The site plan outlines where the proposed building footprint will occur as well as provides details on landscaping, parking, and site circulation.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The plan meets the minimum dimensional requirements. The development includes one approximately 316,965 square foot building.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

The plan meets minimum requirements. A landscaping plan includes planting areas adjacent to 40th Street/Stafford Avenue.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

The site is a former auto plant property. It is a brownfield and is currently covered in cracked concrete and other impervious surface. The redeveloped property will include new landscaping per code requirements.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*

Adequate drainage and stormwater management has been provided at the site. The developer will connect to the storm sewer provided via the property to the north.

- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*
Appropriate measures are provided.
- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*
Adequate ingress and egress are provided. The property has two access points: one entry on the east off Buchanan Avenue that is shared with the future developments and another entry off of 40th Street/Stafford Avenue. A shared access agreement will be in place for the shared drive off Buchanan Avenue.
- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*
Appropriate circulation and emergency vehicle access are provided.
- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*
The circulation pattern is sufficient for access. A new shared drive will be constructed at the northern end of the parcel to provide access to Buchanan Avenue.
- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*
There is limited interior pedestrian circulation. The site does have a sidewalk along the front of the property that will connect to the new north-south non-motorized path.
- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*
The proposed use is not expected to have an adverse effect upon existing roads and traffic patterns. The City's Engineering Department reviewed the traffic inflow and outflow projected for this site and determined a TIA is not required for this project.

(12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

The proposed development can be served by public services and utilities. A storm water easement is in place on the property to the north to provide access to this site.

(13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

All site redevelopment standards will be met.

Hofert said that the Development Review Team recommends the Planning Commission grant site plan approval for Benteler Automotive at 3901 Buchanan Avenue SW, subject to conditions 1-10 down below, and recommend the same to City Council. It was also recommended that the waiver for Section 90-433B(10)(c) be granted by Council.

- 1.) Site plan approval is contingent upon finalizing the site plan to satisfy all comments (General, Detailed, and Stormwater comments) required by the City of Wyoming Engineering Department.
- 2.) Drive approaches shall be constructed to City of Wyoming standard details.
- 3.) Site Plan shall show all existing and proposed utilities (40th Street).
- 4.) Provide plan and profile plans for public utilities. Provide due-care plan for public watermain.
- 5.) Provide details for site storm sewer and sanitary sewer.
- 6.) Fire Lane no parking signage will be required.
- 7.) Knox Fire Access systems will be required.
- 8.) Must meet all fire codes through full plan review process.
- 9.) Confirm address with Assessor's Office.
- 10.) The developer shall provide copies of the shared drive easement to the City.

Micele asked if the developer would like to add to Hofert's presentation.

Michael Conzemius, Scannell Properties, informed commissioners that the scope was refined after looking more into the site and what was needed.

A motion was made by VanDuren, supported by Weller, to grant site plan approval at 3901 Buchanan Ave SW.

A vote on the motion passed unanimously.



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Project Narrative

Benteler Automotive – New Facility
Southwest Portion of Site 36 – 300 36th Street
City of Wyoming, Kent County, Michigan

Background:

The site is approximately 20± acres on the southwesterly portion of Site 36 located at 300 36th Street in the City of Wyoming, Kent County, Michigan along the 40th Street / Stafford Avenue frontage. The building from the previous use has been removed, however, there are existing concrete pavement, railroad spurs, and a few smaller buildings remaining onsite. The site is contaminated and includes a small area of PCB contamination.

The property is zoned I-2 General Industrial zoning district. There are existing railroad tracks located west of the site, adjacent industrial zoning and uses will be located north and east of the site, and residential along the south side of 40th Street / Stafford Avenue. The site is relatively flat and drains unretained to an existing storm sewer system onsite before discharging to the City's storm sewer system in 36th Street.

Site Demolition:

The existing buildings onsite are proposed to be removed. The existing concrete pavement is proposed to be removed and crushed onsite to be utilized as stone fill for the proposed improvements. All other utilities and site improvements will be abandoned in place or removed as necessary for the proposed site improvements with special attention given to minimize the disturbance of the existing soils and keeping the PCB contamination area capped in place.

Proposed Use & Site Improvements:

The proposed development includes a new facility onsite Site 36 for Benteler Automotive which will be the fourth location in Michigan. Benteler Automotive has been located within Grand Rapids region since the early 1980's and has now been awarded the V801 Ford Transit Van Battery Components that is proposed to be assembled at this new location. Operations will include production of the battery trays, tray covers, and charging modules weldment (mega brace). These operations will require using different steel joining processes like MIG and spot welding, gluing, and riveting to assemble all the single parts to make a complete assembly. The facility is also proposed to include a paint line to coat the products that are being produced. Benteler Automotive anticipates approximately 147± employees for this location when this facility is in full production, working a normal shift model of three (3) shifts, five (5) days a week. The current planning investment in this location from 2024-2026 is over 105 million dollars.

The proposed site improvements include an approximately 278,950± square foot facility with an additional 17,760± square foot single story office area and will also include adjacent parking, loading area, traffic circulation, and fire lanes. The staff parking area is proposed to be located off 40th Street / Stafford Avenue, while the loading docks are proposed to be located on the westerly portion of the site adjacent to the railroad property.



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Parking:

Based on the City's parking requirements, one (1) parking space per 400 square foot of office space and one (1) parking space per 2,000 square foot of manufacturing space is required, which results in an overall parking requirement of approximately 185 parking spaces for the proposed building. The City allows up to a 25% reduction in parking, which would allow for a revised required parking amount of 139 parking spaces.

The facility will include automated practices, which results in less parking needed to run the factory. Based on other facilities, Benteler Automotive anticipates that they will need approximately 150 to 170± parking spaces for facility. As a result, 174 parking spaces are proposed. Should additional spaces be needed, parking could be added south of the parking lot in the future.

Cul-de-Sac Drive & Truck Traffic:

A cul-de-sac drive is proposed to be extended to the northeast corner of the site as part of the development of Site 36. This cul-de-sac road will provide secondary access and will be utilized for trucking. Benteler Automotive anticipates about 25± trucks per day.

Driveways:

A new driveway is proposed to be located off of 40th Street / Stafford Avenue to provide access to the proposed parking area. A right-of-way permit will be acquired from the City of Wyoming for the proposed driveway.

Pedestrian Connectivity:

Concrete sidewalk is proposed along the 40th Street / Stafford Avenue frontage. This concrete sidewalk will connect, in the future, to the concrete sidewalk in front of the parcel to the east along 40th Street, then northerly along Buchanan Avenue to the sidewalk along 36th Street, which will be utilized to access the new City marketplace on the north side of 36th Street.

Fire Lane & Fire Protection:

Based on our review with the City's Fire Department, fire lanes will be provided along the north, west, and east sides of the site. The fire lane along the east side of the site will be a 26-foot- wide fire lane for an aerial fire apparatus, while a portion of the fire lane along the west will be reduced to 20-feet wide. Fire truck turnarounds are included at the ends of these fire lanes, which have been designed for fire truck turning movements.

Proposed Sanitary Service:

A sanitary service lateral is proposed to be extended to the new facility from the existing sanitary sewer main located in 40th Street. The sanitary service and connection will be coordinated with the City and will be installed in accordance with the City's standards and requirements.

Proposed Watermain & Water Services:

An 8-inch public watermain will be extended along the length of the cul-de-sac road to the site. An 8-inch public watermain is proposed to be extended from this new watermain along the easterly side of the site to connect at 40th Street. In addition, an 8-inch public watermain will also be extended along the north and west sides of the site and is proposed to connect to the watermain located on the southerly portion of the site adjacent to Stafford Avenue. This public



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watermain will be designed in accordance with the City's standards and requirements and will be submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for permitting.

Although a fire service and domestic water service will be needed for the proposed facility, the proposed connection location(s) and size(s) are not known at this time and will be added to the design drawings in the future. These service connections will be coordinated with the City and installed in accordance with their standards and requirements.

Grading & Storm Water Management:

The building finished floor elevation is proposed to be located at 678.50-feet. The drives adjacent to the building have been designed to drain away from the building and collected within a storm sewer system. The parking lot will also be graded to drain to the proposed catch basins and collected in a storm sewer system.

Since the site is an existing contaminated site, onsite stormwater management storage and design infiltration is not allowable. As part of the Site 36 development, a storm sewer system will be extended from an outlet to the 36th Street storm sewer system, southerly along the westerly portion of the Corewell Health property to the north property line of the Benteler Automotive development. This storm sewer will also be extended easterly along the north property line to the proposed cul-de-sac drive for the future connection from the development to the east of Benteler Automotive.

The proposed storm sewer system on the Benteler Automotive site will be treated for water quality, in accordance with the City's standards and requirements, and connected to the storm sewer system provided to the site.

Landscaping & Buffers:

The proposed landscaping has been designed in accordance with the City's zoning ordinance and the Site 36 Development Contract. In accordance with the Site 36 Development Contract, an undulating 4-foot-high berm with three (3) trees per 50-feet of property is proposed along the 40th Street / Stafford Avenue frontage. Per the City's zoning ordinance requirements, a landscape island with a tree is required for every fifty (50) parking spaces, which results in the need for three (3) additional trees.

As an Auto Plant Property Development, a 15-foot-wide landscaped greenbelt is required to be provided along all internal streets. A waiver is being requested to reduce this required landscape buffer along the east property line to be 10-feet instead of the required 15-feet. The shape of the building is the most efficient for the development needs of Benteler Automotive. With the fire lane requirements and PCB area that cannot be disturbed, the site does not provide the flexibility to shift the layout to the west to provide this full 15-foot-wide buffer. Since the greenbelt is proposed to be reduced to 10-feet along the east property line, a row of evergreen trees is provided to the front façade to provide some additional screening to the visibility of the residential community located on the south side of 40th Street.

Lighting:

The proposed onsite lighting will be designed in accordance with the City's zoning ordinance. Lighting will be directed downward and away from adjacent properties. A lighting plan will be provided later and coordinate with City staff for review.

BENTELEER AUTOMOTIVE NEW FACILITY

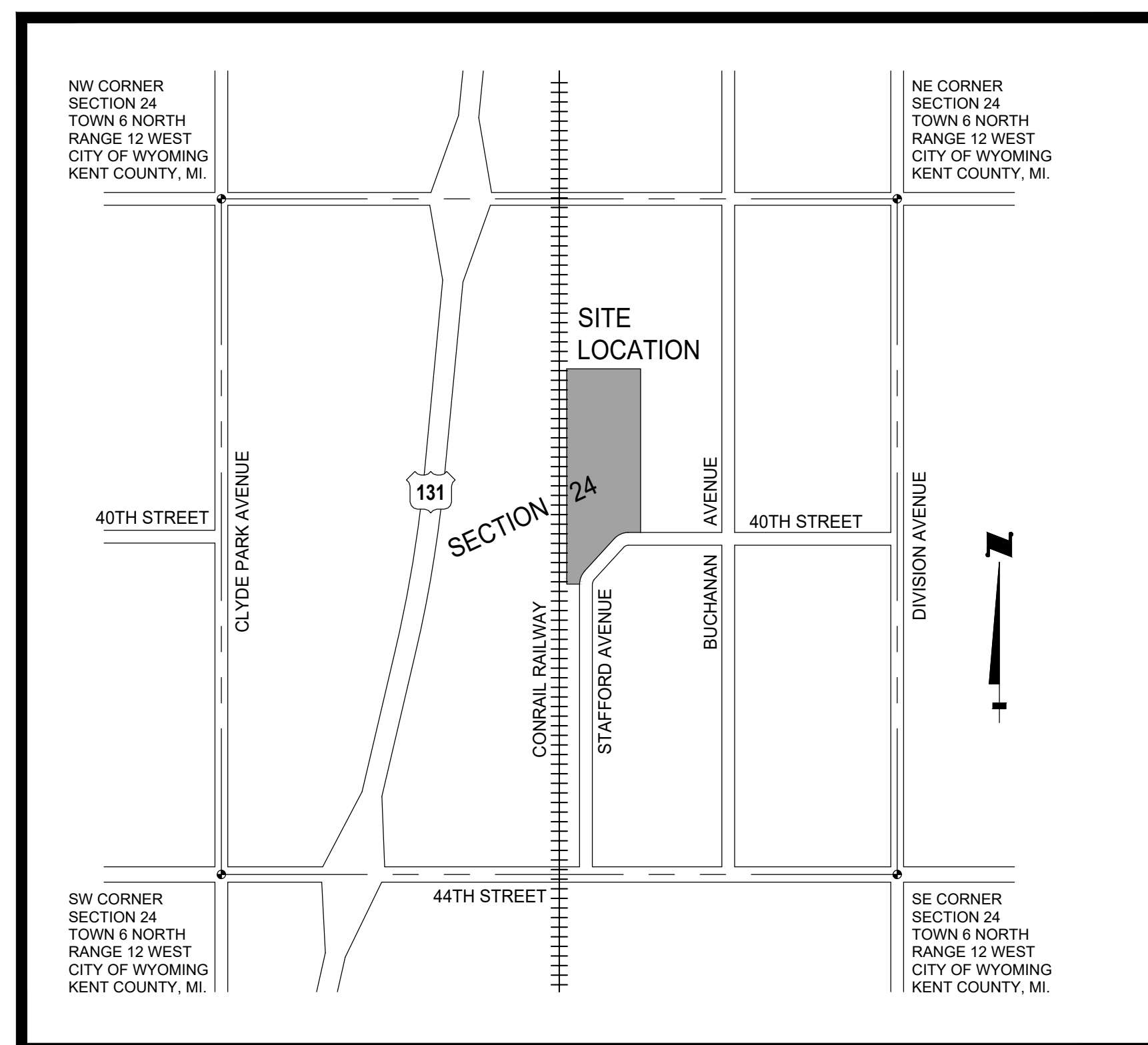
SW PORTION OF SITE 36

300 36TH STREET SW
WYOMING, MI 49548

ZONING

ZONE I-2 (GENERAL INDUSTRIAL DISTRICT)

SETBACKS:	
FRONT YARD	25 FEET MIN.
SIDE YARD	10 FEET MIN.
REAR YARD	30 FEET MIN.
BLDG HEIGHT (SITE 36)	60 FEET MAX.
LOT COVERAGE	50% MAX.



LOCATION MAP NOT TO SCALE

TABLE OF CONTENTS

SHEET G-100	COVER SHEET
SHEET CD-101	CIVIL DEMOLITION PLAN
SHEET C-101	SITE LAYOUT PLAN
SHEET C-102	FIRE APARATUS PLAN
SHEET C-201	GRADING, DRAINAGE & SESC PLAN
SHEET C-301	SITE UTILITY PLAN
SHEET C-501	GENERAL DETAILS
SHEET C-502	GENERAL DETAILS
SHEET L-101	LANDSCAPE PLANTING PLAN

LEGAL DESCRIPTION (SW PORTION SITE 36)

PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S00°46'25"E 1476.74 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION; THENCE N89°50'06"E 37.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°50'06"E 678.50 FEET; THENCE S00°49'32"E 1161.50 FEET; THENCE N88°29'53"W 249.67 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 40TH STREET; THENCE S46°40'07"W 46.67 FEET; THENCE N88°22'09"W 9.30 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE SOUTHWESTERLY 37.05 FEET ALONG A 165.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 12°51'56", AND A CHORD BEARING S48°12'05"W 36.97 FEET ALONG THE WESTERLY LINE OF STAFFORD AVENUE; THENCE S41°46'07"W 243.88 FEET ALONG SAID WESTERLY LINE; THENCE SOUTHWESTERLY 117.19 FEET ALONG A 290.59 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 23°06'27", AND A CHORD BEARING S30°12'44"W 116.40 FEET ALONG SAID WESTERLY LINE; THENCE N88°29'53"W 132.40 FEET; THENCE N00°49'32"W 1488.46 FEET ALONG THE EASTERLY LINE OF CONRAIL RAILWAY RIGHT-OF-WAY TO THE POINT OF BEGINNING. CONTAINS 20.01 ACRES. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.



Know what's below.
Call before you dig.

LEGEND

	SECTION CORNER		UNDERGROUND GAS
	SITE BENCHMARK		UNDERGROUND ELECTRIC
	SOIL BORING		UNDERGROUND TELEPHONE
	FOUND STEEL BAR		CHAIN LINK FENCE
	FOUND IRON PIPE		MINOR CONTOUR
	SET STEEL BAR		INDEX CONTOUR
	MANHOLE		ASPHALT
	CATCHBASIN		CONCRETE
	HYDRANT		GRAVEL
	WATER VALVE		
	UTILITY POLE		
	LIGHT POLE		
	CLEANOUT		
	DECIDUOUS TREE		

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The Surveyor's / Engineer's liability for any errors or omissions in this drawing shall be limited to those arising out of the Surveyor's / Engineer's negligence, gross negligence, or willful misconduct. Warranties or representations shall not be made in an amount no greater than the service fee.

SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELEER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49548

PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

Issued for:	No.	Date
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REVISOR PER CITY COMMENTS & RESUBMITTED	B	04/25/2024
UPDATED BUILDING AND PARKING LAYOUT	C	07/19/2024
RE-SUBMIT FOR CITY SITE PLAN REVIEW	D	07/19/2024
REVISOR PER CITY COMMENTS	E	07/25/2024

Project Manager
Ryan T. Ysseldyke, P.E.

Vertical Datum
NAVD 88

Horizontal Datum
LOCAL

Drawn by
Jeremy D. Borgman

Checked by
Surveyor

Civil

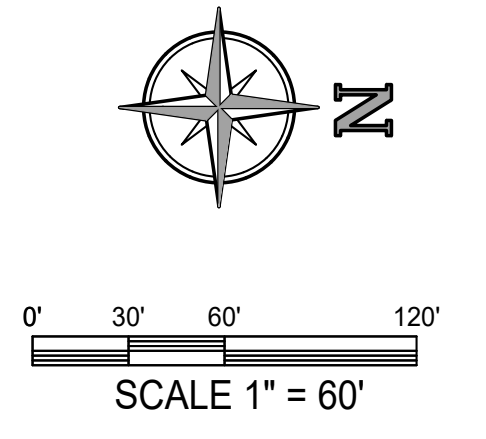
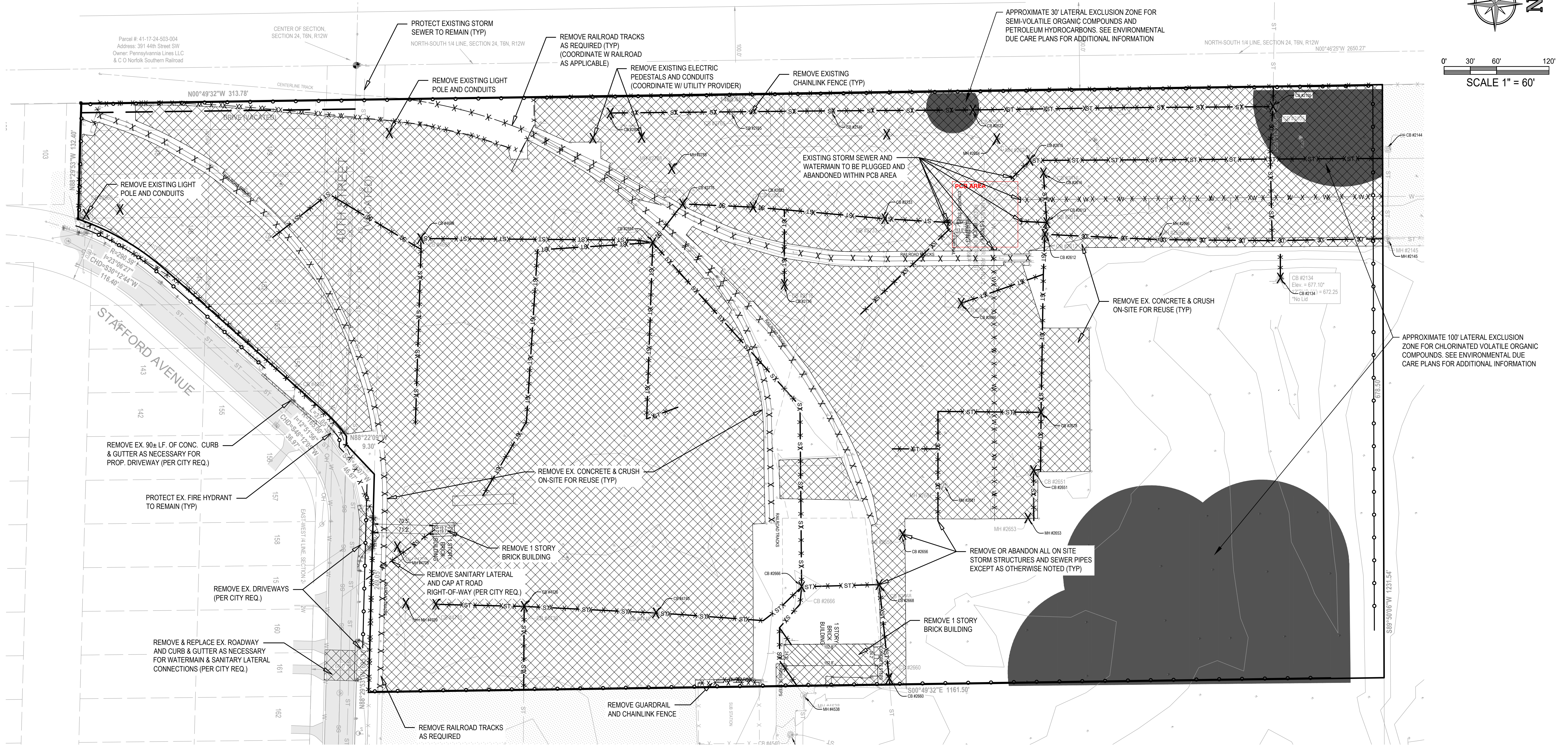
Struc.

L. A.

HEI Project Number
24-03-004

Sheet Title
COVER SHEET

Sheet No.
G-100



DEMO LEGEND

- RAILROAD REMOVAL
- UTILITY / FENCE REMOVAL
- STRUCTURE REMOVAL
- CONCRETE / PAVEMENT REMOVAL

- CIVIL DEMOLITION NOTES:**
- THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
 - SEE BOUNDARY AND TOPOGRAPHIC SURVEY SHEET FOR PROPERTY, EASEMENT, BENCHMARK, ETC. INFORMATION.
 - LOCATION OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON SURFACE EVIDENCE AND RECORD INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
 - DURING CONSTRUCTION CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW CONSTRUCTION FROM DAMAGE. SHOULD ANY DAMAGE OCCUR, CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS AT NO COST TO THE OWNER. THE PAVED ROADWAY SHALL BE SWEEPED CLEAN AS NEEDED, BUT AT LEAST ONCE A WEEK.
 - CONTRACTOR SHALL PROVIDE BARRIERS, AS NECESSARY, TO PREVENT PEDESTRIAN AND VEHICULAR TRAFFIC FROM ENTERING THE CONSTRUCTION SITE.
 - CALL MESS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
 - REMOVAL ITEMS ARE SHOWN BASED ON BEST AVAILABLE INFORMATION AND ARE SHOWN SCHEMATICALLY. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO VERIFY THE EXTENT OF WORK REQUIRED.
 - REMOVE ALL STRUCTURES, CONCRETE CURB, CONCRETE PAVING, ASPHALT PAVING, TREES, STUMPS, UTILITIES, AND OTHER EXISTING SITE FEATURES WITHIN THE LIMITS OF DEMOLITION. ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE NOTED AND DISPOSED OF IN A MANNER ACCEPTABLE TO THE LOCAL AUTHORITY HAVING JURISDICTION.
 - ALL UTILITY LINES SHOWN 'X' OUT SHALL BE PHYSICALLY REMOVED ALONG WITH STRUCTURES AND APPURTENANCES. CONTRACTOR SHALL CONFIRM UTILITY LINES REMOVED WILL NOT IMPACT UTILITIES TO REMAIN.
 - ALL REMOVALS OF PAVEMENT, CONCRETE, CURB AND GUTTER, ETC. SHALL BE PERFORMED TO THE NEXT JOINT BEYOND THE LIMITS OF REMOVAL. ALL REMOVALS SHALL BE PERFORMED BY SAWCUTTING.
 - PROTECT ALL TREES AND SHRUBS NOT SCHEDULED FOR REMOVAL. DO NOT OPERATE EQUIPMENT, STORE, STOCKPILE, OR PARK WITHIN DRIP LINE. HOLD NECESSARY DISTURBANCE TO A MINIMUM.
 - ALL TREE STUMPS SHALL BE REMOVED TO BELOW GRADE BY EITHER GRINDING OR COMPLETE REMOVAL IN ALL CASES NO WOODCHIPS AND/OR STUMPS SHALL BE LEFT IN PLACE.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL UTILITIES REMOVALS WITH PROPERTY OWNER AND UTILITY PROVIDER.
 - ALL WORK IN ROAD RIGHTS OF WAY SHALL BE COMPLETED IN ACCORDANCE WITH MDOT, KENT COUNTY ROAD COMMISSION, AND CITY OF WYOMING.
 - AS RECORDED PER INSTRUMENT #20170831-0073657, THIS SITE IS PART OF A DECLARATION OF RESTRICTIVE COVENANTS PER MDOE REFERENCE NO. RC-RRD-201-17-006, PART 201 SITE IDENTIFICATION NUMBER: 41000115; USEPA SITE IDENTIFICATION NUMBER: MID00020408; MDOE APPROVAL DATE: MARCH 9, 2017. ALL SITE RESTORATION SHALL BE COMPLETED IN COMPLIANCE WITH THESE RESTRICTIVE COVENANTS AND THE ENVIRONMENTAL WORK PLAN APPROVED FOR THE PROJECT.
 - SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

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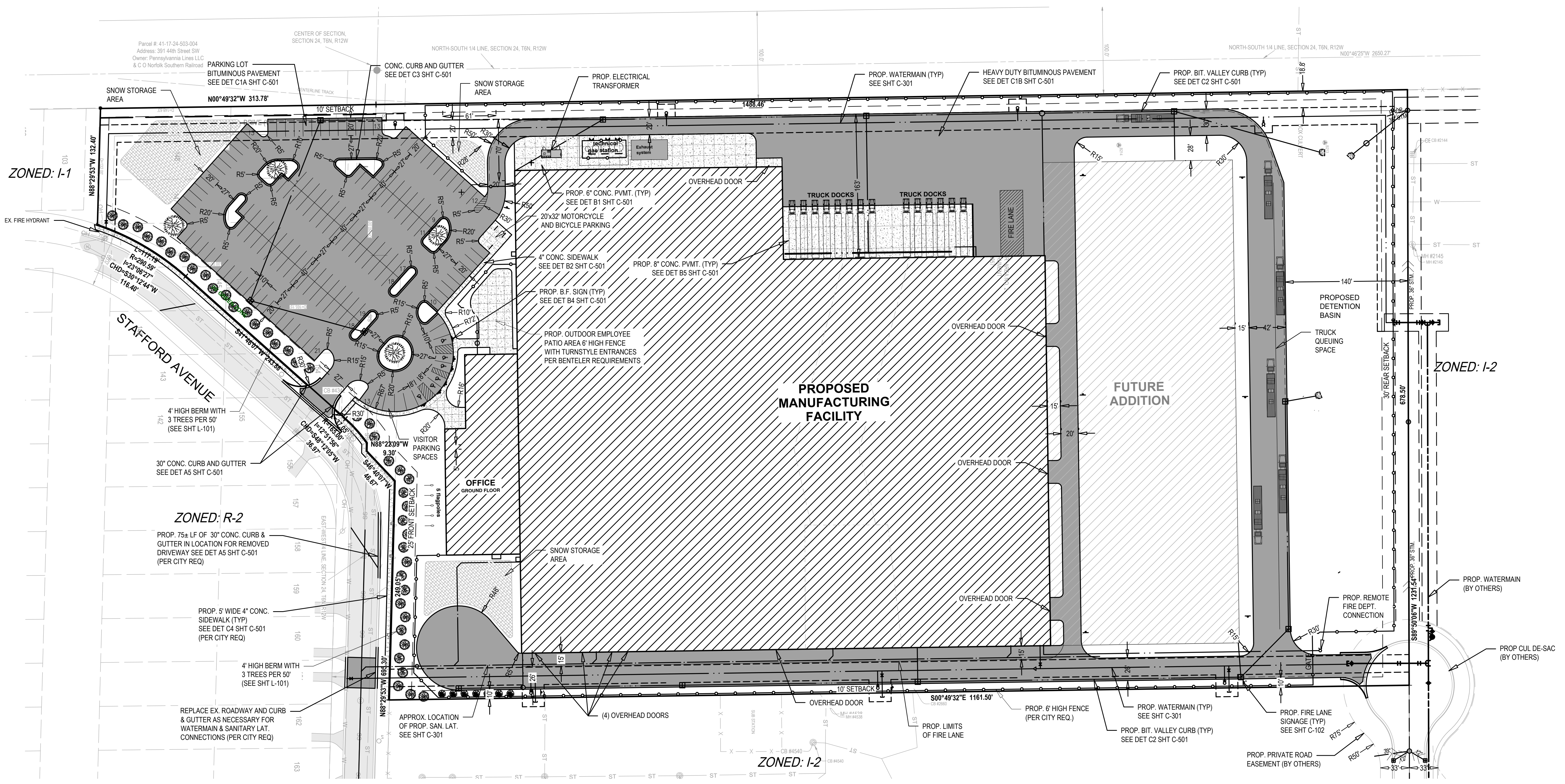
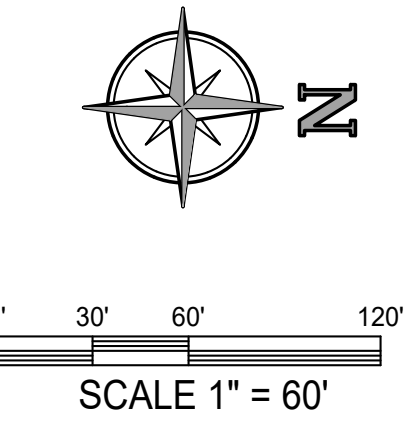
BENTELER AUTOMOTIVE SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49548
PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

Issued for:	
No.	A
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Date	04/18/2024
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	04/25/2024
	UPDATED BUILDING AND PARKING LAYOUT
	07/19/2024
	RE-SUBMIT FOR CITY SITE PLAN REVIEW
	07/19/2024
	REVISOR PER CITY COMMENTS
	07/25/2024

Project Manager	
Ryan T. Ysseldyke, P.E.	
Vertical Datum	Horz. Datum
NAVD 88	LOCAL
Drawn by	
Jeremy D. Borgman	
Checked by	Date
Survey	.
Civil	.
Struc.	.
L. A.	.
HEI Project Number	
24-03-004	
Sheet Title	
CIVIL DEMOLITION	
Sheet No.	
CD-101	



LOT SUMMARY

TOTAL LOT AREA: 871,587 SQ FT (20.009 ACRES)
 * LOT BOUNDARY DOES NOT CONTAIN ANY PUBLIC RIGHT-OF-WAY
 PROPOSED LOT COVERAGE
 316,965 / 871,587 = 36.4%
 FUTURE LOT COVERAGE
 435,790 / 871,587 = 50%

ZONING

ZONE I-2 (GENERAL INDUSTRIAL DISTRICT)
 SETBACKS:
 FRONT YARD 25 FEET MIN.
 SIDE YARD 10 FEET MIN.
 REAR YARD 30 FEET MIN.
 BLDG HEIGHT (SITE 36) 60 FEET MAX.
 LOT COVERAGE 50% MAX.

PARKING

INDUSTRIAL ESTABLISHMENT (MANUFACTURING, RESEARCH, ETC.)
 GREATER OF:
 1 PER 1.5 EMPLOYEES IN LARGEST SHIFT = 70 EMPLOYEES / 1.5 = 47 SPACES
 OR
 1 PER 2,000 SQ FT OF GROSS FLOOR AREA = 299,845 / 2,000 = 150 SPACES
 PLUS OFFICE USE:
 1 PER 400 SQ FT. OF GROSS FLOOR AREA = 17,120 / 400 = 43 SPACES
 TOTAL REQUIRED: 150 + 43 = 193 SPACES
 REDUCED SPACES (25% REDUCTION) = 145 SPACES
 SPACES PROVIDED = 173 SPACES INCLUDING 6 BARRIER FREE

LAYOUT & UTILITY NOTES:

- THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
- SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN ACQUIRED PRIOR TO CONSTRUCTION.
- CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
- CONTRACTOR SHALL CONTACT ENGINEER IF ANY DISCREPANCIES ARE DETERMINED BETWEEN SITE LAYOUT DIMENSIONS AND ACTUAL SITE CONDITIONS.
- COORDINATE ALL UTILITY CONSTRUCTION WITH UTILITY PROVIDER, AS REQUIRED.
- CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
- ALL SANITARY SEWER WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF WYOMING STANDARDS & SPECIFICATIONS.
- ALL WATERMAIN, WATER SERVICES, AND FIRE PROTECTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF WYOMING STANDARDS & SPECIFICATIONS.

10. ALL WORK WITHIN THE PUBLIC ROAD RIGHT-OF-WAY WILL REQUIRE A PERMIT AND OR APPROVAL FROM THE CITY OF WYOMING AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THEIR STANDARDS & SPECIFICATIONS.

- COORDINATE ALL SIGNAGE REMOVAL AND RELOCATION WITHIN THE RIGHT-OF-WAY WITH THE CITY OF WYOMING.
- SITE CONTRACTOR RESPONSIBLE TO CONNECT EXISTING AND PROPOSED BUILDING TO WATER SERVICE AND SANITARY SEWER LATERAL. REFER TO PLUMBING PLANS FOR CONNECTION LOCATION AND DETAILS.
- REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS. BUILDING SHALL BE STAKED BASED ON FOUNDATION PLAN. CONTRACTOR SHALL NOTIFY ENGINEER IF THERE ARE DISCREPANCIES BETWEEN THE BUILDING AND SITE DRAWINGS.
- ON-SITE LIGHTING SHALL BE DIRECTED DOWNWARD AND AWAY FROM ADJACENT PROPERTIES AS REQUIRED PER THE CITY OF WYOMING ZONING ORDINANCE.
- SITE SIGNAGE SHALL MEET THE STANDARDS AND REQUIREMENTS OF THE CITY OF WYOMING ZONING ORDINANCE. A SIGN PERMIT SHALL BE ACQUIRED PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE TO MEETING THE STANDARDS AND REQUIREMENTS OF THE LOCAL NOISE ORDINANCE FOR ALL CONSTRUCTION PRACTICES.
- AS RECORDED PER INSTRUMENT #20170831-0073657, THIS SITE IS PART OF A DECLARATION OF RESTRICTIVE COVENANTS PER IDEO REFERENCE NO. RC-RS-2011-006. PART 201 SITE IDENTIFICATION NUMBER: 41000115. USEPA SITE IDENTIFICATION NUMBER: MD000020408. IDEO APPROVAL DATE: MARCH 3, 2017. ALL SITE RESTORATION SHALL BE COMPLETED IN COMPLIANCE WITH THESE RESTRICTIVE COVENANTS AND THE ENVIRONMENTAL WORK PLAN APPROVED FOR THE PROJECT.
- SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

HOLLAND ENGINEERING
 220 Hoover Boulevard
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SCANNELL PROPERTIES
 ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
 300 36TH STREET SW
 WYOMING, MI 49548
 PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
 CITY OF WYOMING, KENT CO., MICHIGAN

Issued for:

Date	Description	No.	A	B	C	D	E
04/18/2024	CITY OF WYOMING SITE PLAN REVIEW						
04/25/2024	REVISED PER CITY COMMENTS & RESUBMITTED						
07/29/2024	UPDATED BUILDING AND PARKING LAYOUT						
07/19/2024	RE-SUBMIT FOR CITY SITE PLAN REVIEW						
07/29/2024	REVISED PER CITY COMMENTS						

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

Project Manager
Ryan T. Ysseldyke, P.E.

Vertical Datum
 NAVD 88

Horizontal Datum
 LOCAL

Drawn by
Jeremy D. Borgman

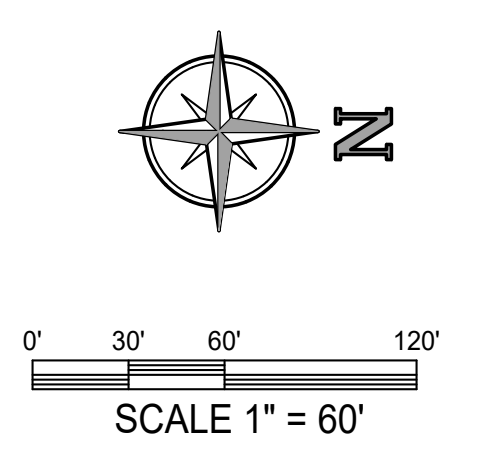
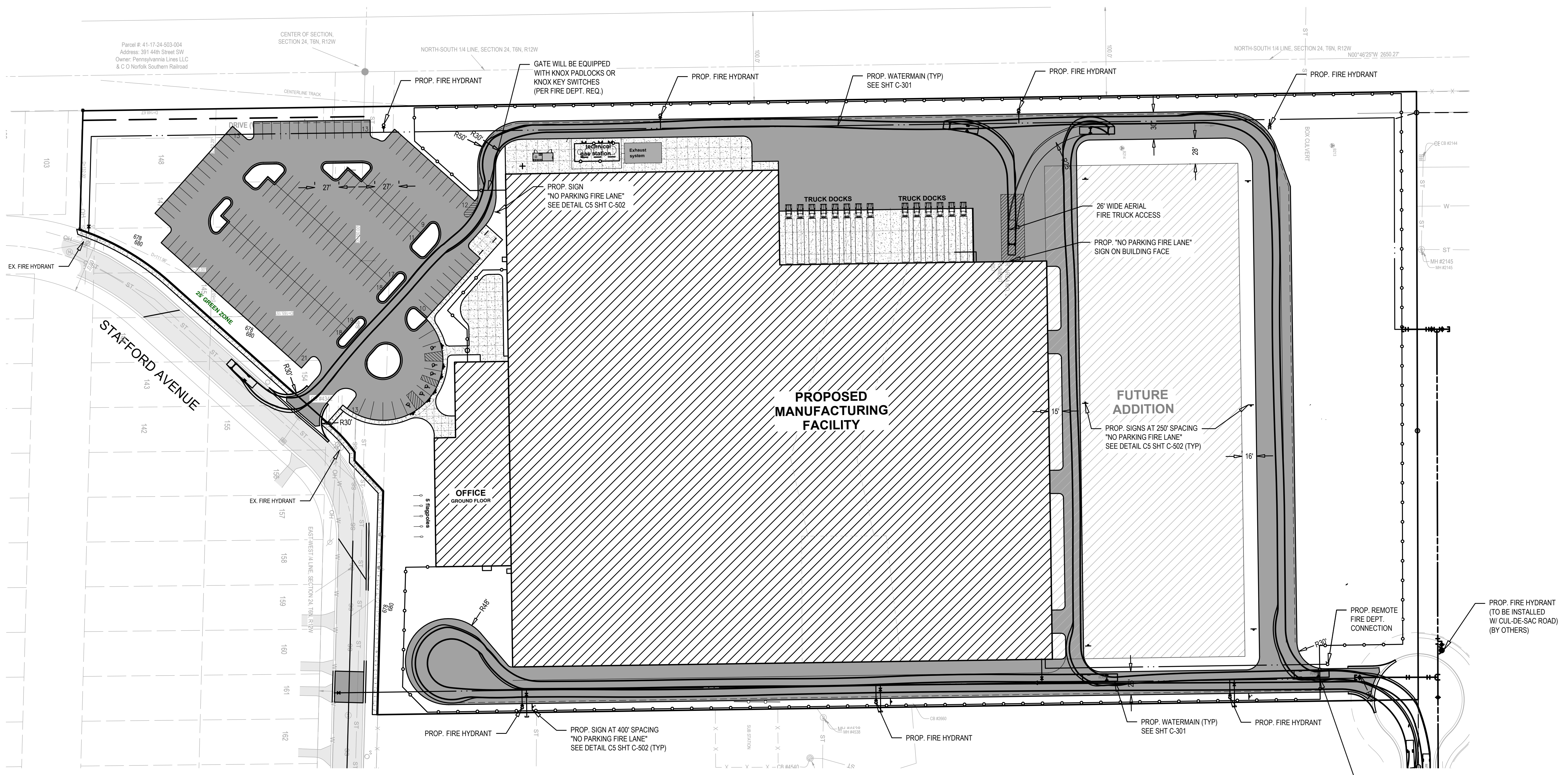
Checked by	Survey	Date

Civil	Struc.	L. A.

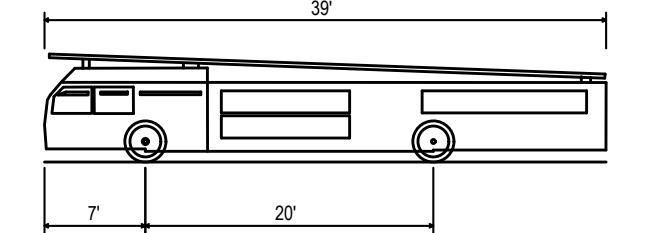
HEI Project Number
24-03-004

Sheet Title
SITE LAYOUT PLAN

Sheet No.
C-101



AERIAL FIRE TRUCK DIAGRAM



OVERALL LENGTH 39'-0"
 OVERALL WIDTH 8'-2"
 OVERALL BODY HEIGHT 7'-6"
 MIN BODY GROUND CLEARANCE 9"
 TRACK WIDTH 8'-2"
 LOCK-TO-LOCK TIME 5 sec
 MAX WHEEL ANGLE 45°

*NOTE: FIRE LANE SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH CITY'S FIRE DEPARTMENT REQUIREMENTS.

GATES WILL BE EQUIPPED WITH KNOX PADLOCKS OR KNOX KEY SWITCHES (PER FIRE DEPT. REQ.)

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BENTELER AUTOMOTIVE SCANNELL PROPERTIES
 ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
 300 36TH STREET SW
 WYOMING, MI 49548
 PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
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Project Manager
 Ryan T. Ysseldyke, P.E.
 Vertical Datum NAVD 88
 Horizontal Datum LOCAL
 Drawn by
 Jeremy D. Borgman
 Checked by
 Survey
 Civil
 Struc.
 L. A.

HEI Project Number
 24-03-004
 Sheet Title
 FIRE APARATUS PLAN
 Sheet No.
 C-102

Issued for:	
No.	Description
A	04/18/2024 CITY OF WYOMING SITE PLAN REVIEW
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Project Manager
Ryan T. Ysseldyke, P.E.

Vertical Datum
NAVD 88

Horizontal Datum
LOCAL

Drawn by
Jeremy D. Borgman

Checked by
Survey

Civil

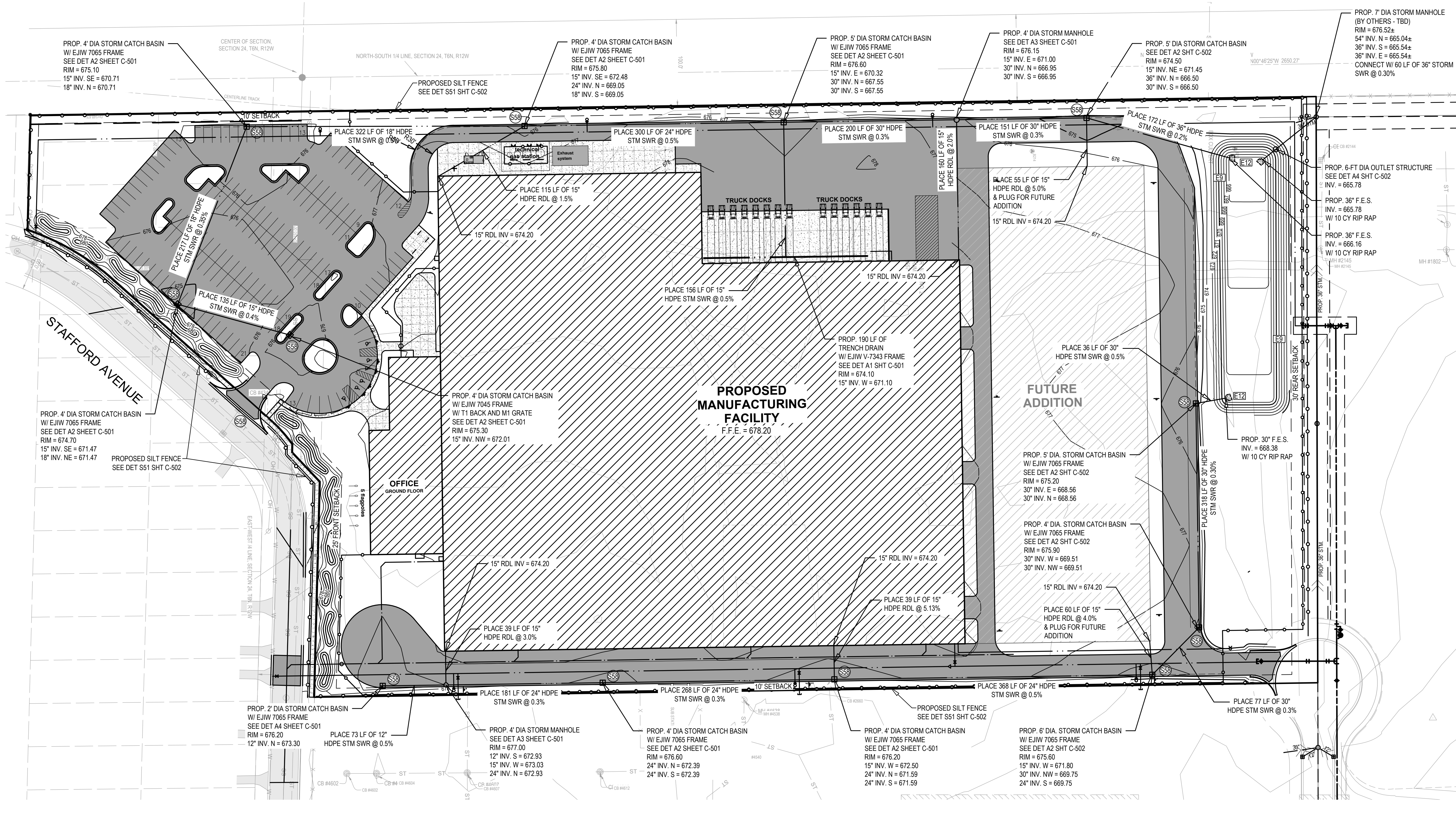
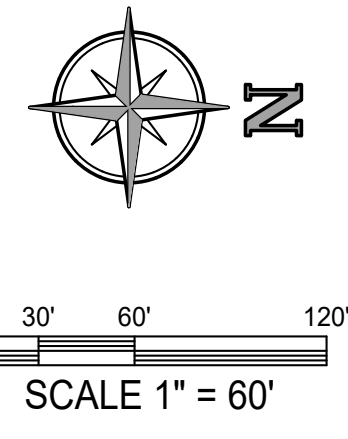
Struc.

L.A.

HEI Project Number
24-03-004

Sheet Title
GRADING, DRAINAGE & SESC PLAN

Sheet No.
C-201



PROPOSED MANUFACTURING FACILITY
F.F.E. = 678.20

FUTURE ADDITION

S.E.S.C. LEGEND
MICHIGAN UNIFIED KEYING SYSTEM

Code	Symbol	Description
E8		Stabilization method utilized on sites where earth change has been completed (final grading attained).
E9		On exposed slopes, newly seeded areas, new ditch bottoms, or areas subject to erosion.
E12		Use along shorelines, waterways, or where concentrated flow occurs. Slows velocity, reduces sediment load, and reduces erosion.
S51		Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.
S88		Use at stormwater inlets, especially at construction sites.

SEE SHEET C-502 FOR SOIL EROSION AND SEDIMENTATION DETAILS.

PROPOSED CONSTRUCTION SCHEDULE

ACTIVITY	2024					2025						
	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY
INSTALL CONTROLS												
DEMOLITION												
GRADE												
BUILDING												
UTILITIES												
PAVING												
RESTORE												

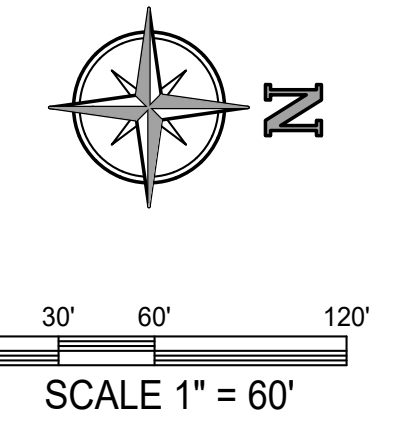
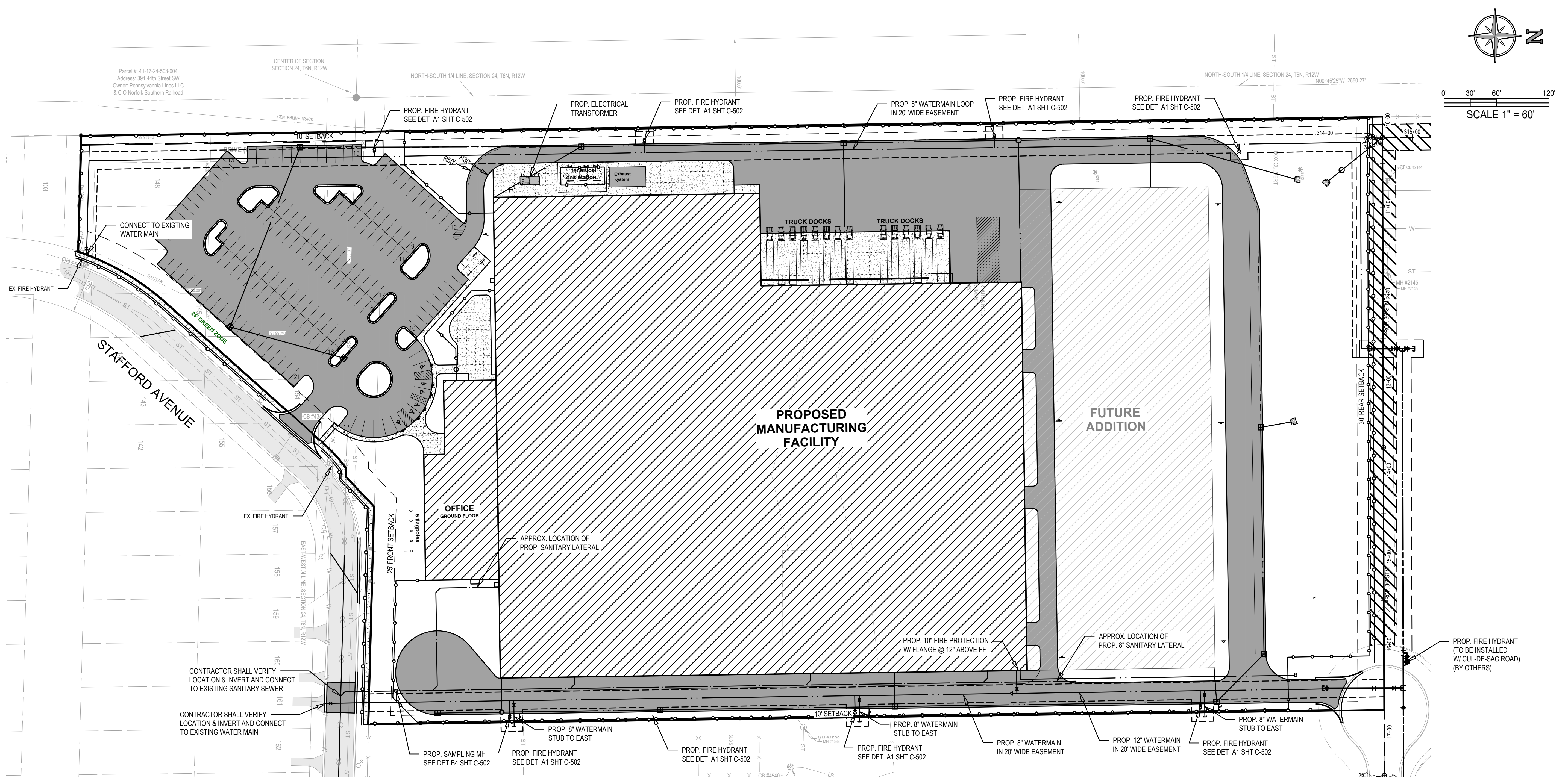
*NOTE: CONSTRUCTION SCHEDULE MAY VARY BASED ON CONTRACTOR'S SCHEDULE. CONTRACTOR SHALL UPDATE THE CITY OF WYOMING IF CONSTRUCTION SCHEDULE VARIES FROM ABOVE.

SESC NOTES:

- CONTRACTOR SHALL OBTAIN ALL STATE AND LOCAL PERMITS AS NECESSARY FOR CONSTRUCTION.
- SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
- CONTRACTOR IS RESPONSIBLE TO ACQUIRE THE CITY OF WYOMING SOIL EROSION AND SEDIMENTATION CONTROL PERMIT AND THE NPDES NOTICE OF COVERAGE AND COMPLY WITH ALL PERMIT REQUIREMENTS AND WITH ALL STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION.
- BEST MANAGEMENT PRACTICES SHALL BE UTILIZED DURING AND AFTER CONSTRUCTION FOR TEMPORARY AND PERMANENT SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.
- CONTRACTOR SHALL PROVIDE A CERTIFIED STORM WATER OPERATOR FROM CONSTRUCTION COMMENCEMENT THROUGH FINAL SITE STABILIZATION.
- THE TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED WEEKLY AND AFTER EACH SIGNIFICANT RAIN EVENT IN ACCORDANCE WITH THE EOLE REQUIREMENTS.
- CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WYOMING AND KENT COUNTY ROAD COMMISSION STANDARDS AND SPECIFICATIONS.
- SOIL EROSION CONTROL MEASURES SHALL BE PLACED PRIOR TO EARTH MOVING OR GROUND DISTURBANCE AND REMAIN IN PLACE UNTIL FINAL RESTORATION HAS BEEN ESTABLISHED.
- THE STORM WATER MANAGEMENT BASIN SHALL BE CONSTRUCTED FIRST. CONTRACTOR IS RESPONSIBLE TO REMOVE SEDIMENT FROM BOTTOM OF DETENTION BASIN UNTIL THE SITE IS FULLY STABILIZED.
- ALL FOREIGN MATERIAL OR DEBRIS FROM JOB SITE WHICH IS DEPOSITED ON PAVED ROADWAY SHALL BE REMOVED IMMEDIATELY.
- THE PAVED ROADWAY SHALL BE SWEEP CLEAN AS NEEDED, BUT AT LEAST ONCE A WEEK.
- TEMPORARY CONSTRUCTION ENTRANCES SHALL BE PLACED AS LOCATED ON THE DEMOLITION SHEET (CD-101).
- SOIL EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION AND THE OWNER UPON COMPLETION.
- CONTRACTOR SHALL PHASE THE PLACEMENT OF THE SOIL EROSION CONTROL MEASURES AS NECESSARY FOR THE SITE IMPROVEMENTS WITHIN THE LIMITATIONS OF THE ACQUIRED SOIL EROSION CONTROL PERMIT.
- STOCKPILE AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT SEED IN ACCORDANCE WITH THE CITY OF WYOMING SOIL EROSION AND SEDIMENTATION CONTROL REQUIREMENTS. ALL EXCESS SPILLS SHALL BE REMOVED FROM SITE.
- ALL EXCESS SPILLS SHALL BE HAULED OFFSITE AND LEGALLY PLACED IN AN UPLAND AREA NOT ENCUMBERED BY WETLANDS OR FLOODPLAIN.
- THERE SHALL BE NO EARTH MOVEMENT OR DISTURBANCE OUTSIDE THE LIMITS OF DISTURBANCE WITHOUT PRIOR AUTHORIZATION FROM THE CITY OF WYOMING. THE MINIMUM AMOUNT OF SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE SHOWN THE DRAWINGS. CONTRACTOR SHALL PROVIDE ADDITIONAL CONTROL MEASURES, MAINTENANCE, AND/OR STABILIZATION MEASURES AS NECESSARY FOR CONSTRUCTION ACTIVITIES.
- SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.

GRADING & STORM SEWER NOTES:

- THE BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED BY ANOTHER FIRM AND PROVIDED TO HEI BY THE CLIENT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE PROVIDED SURVEY INFORMATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN ACQUIRED PRIOR TO CONSTRUCTION.
- SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
- CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
- CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
- ALL WORK WITHIN THE RIGHT-OF-WAY WILL REQUIRE A PERMIT AND OR APPROVAL FROM CITY OF WYOMING AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THEIR STANDARDS & SPECIFICATIONS.
- STORM WATER MANAGEMENT SYSTEM AND GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF WYOMING STORM WATER ORDINANCE.
- CONTRACTOR RESPONSIBLE TO CONNECT STORM / ROOF WATER TO STORM DRAIN AS SHOWN. REFER TO PLUMBING PLANS FOR CONNECTION TO THE BUILDING AND DETAILS.
- SITE SHALL BE GRADED WITH SMOOTH CONTOURS IN ALL AREAS OF DISTURBANCE AND GRADED TO SLOPE AWAY FROM THE EXISTING AND PROPOSED BUILDINGS AND SIDEWALKS.
- ALL STORM SEWER PIPING SHALL BE ADS N-12, HANCOR H-10 OR APPROVED EQUIVALENT POLYETHYLENE (PE) PLASTIC PIPE AND FITTINGS, UNLESS OTHERWISE NOTED. WHERE SPECIFIED IN THE PLANS, CONCRETE CLASS IV PIPE WITH RUBBER GASKETS IS REQUIRED.
- SEE OTHER SHEETS IN PLAN SET FOR MORE INFORMATION.



HOLLAND
ENGINEERING

220 Hoover Boulevard
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-352-5938 F 616-352-2116

The Surveyor's / Engineer's liability for any errors or omissions arising out of the Surveyor's / Engineer's negligence, gross misconduct, warranties or misrepresentations shall not be limited in amount to greater than the service fee.

BENTELER AUTOMOTIVE SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49548

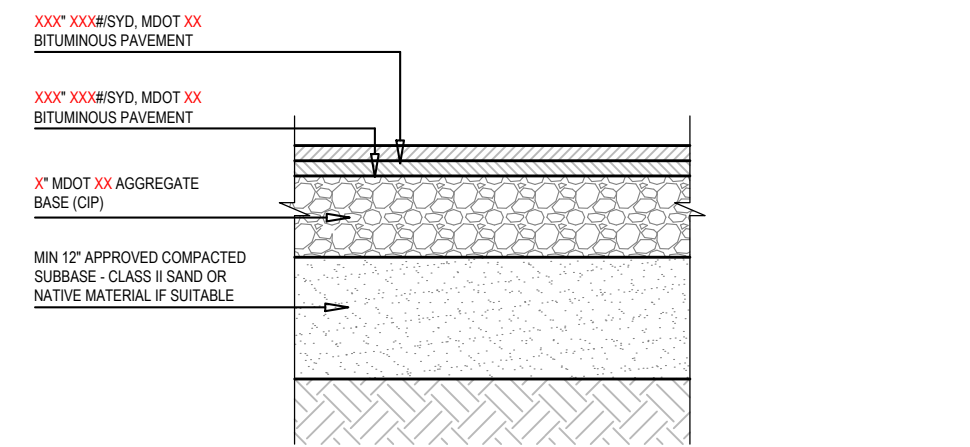
PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

Issued for:

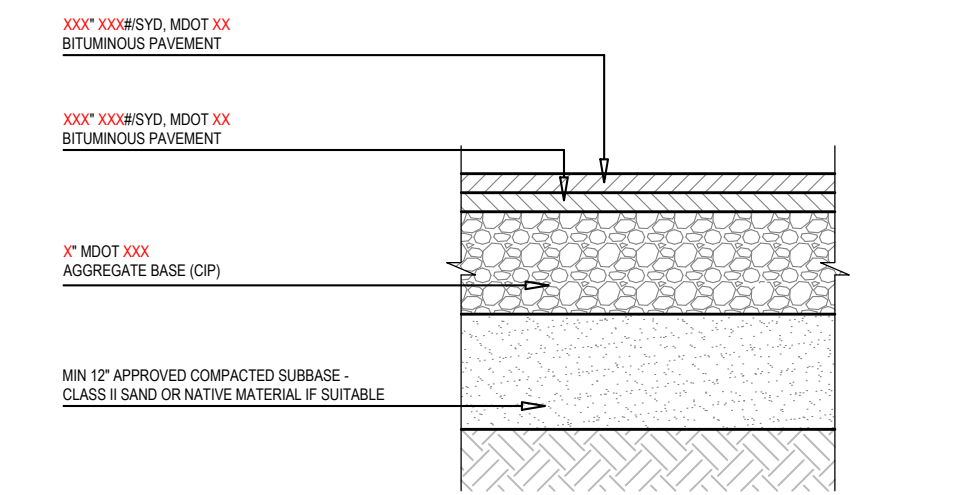
No.	Date	Description
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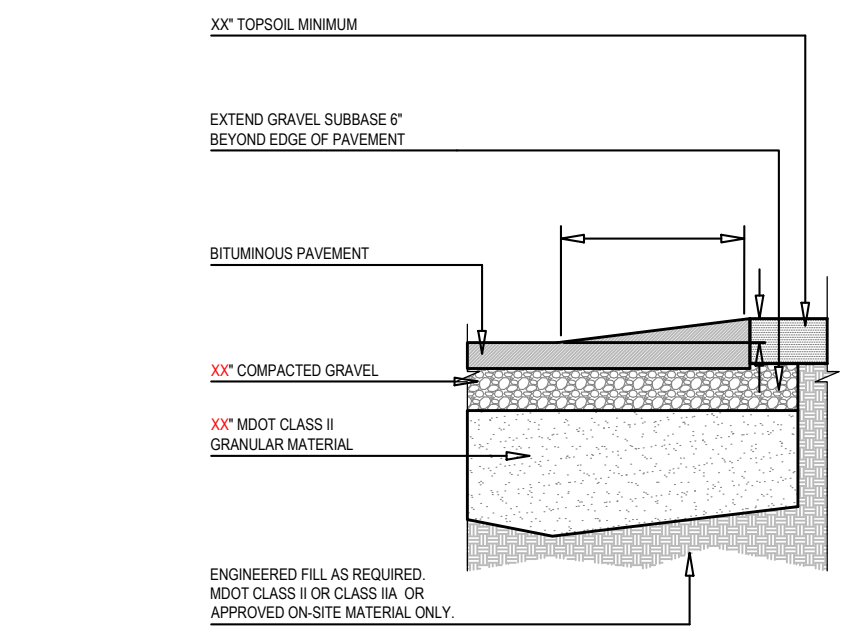
Project Manager	
Ryan T. Ysseldyke, P.E.	
Vertical Datum	Horz. Datum
NAVD 88	LOCAL
Drawn by	
Jeremy D. Borgman	
Checked by	Date
Survey	.
Civil	.
Struc.	.
L. A.	.
HEI Project Number	
24-03-004	
Sheet Title	
UTILITY PLAN	
Sheet No.	
C-301	



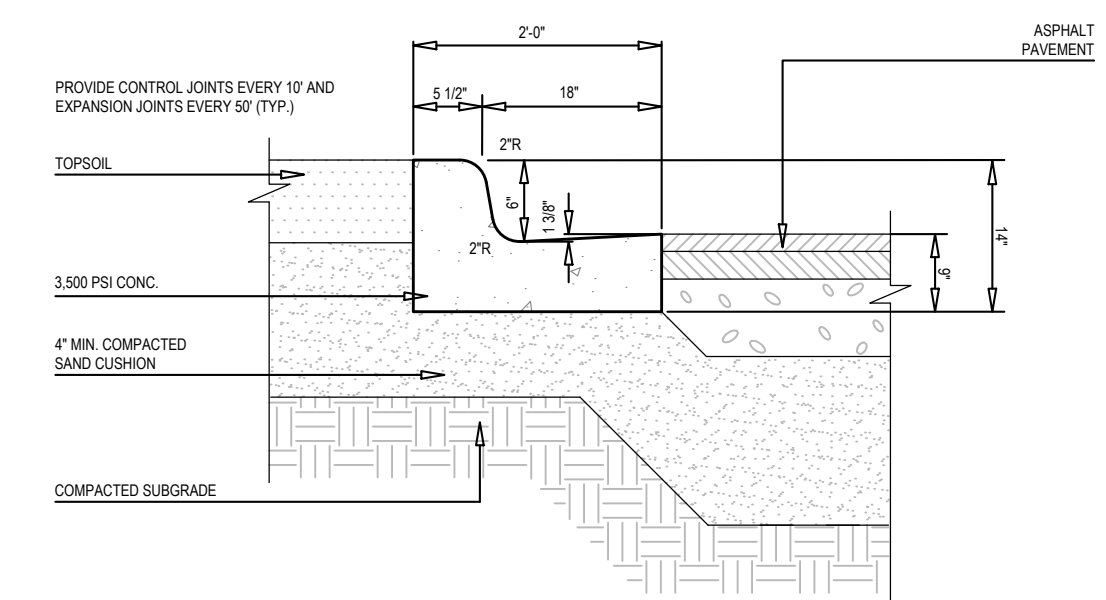
C1A PARKING LOT BITUMINOUS PAVEMENT SECTION



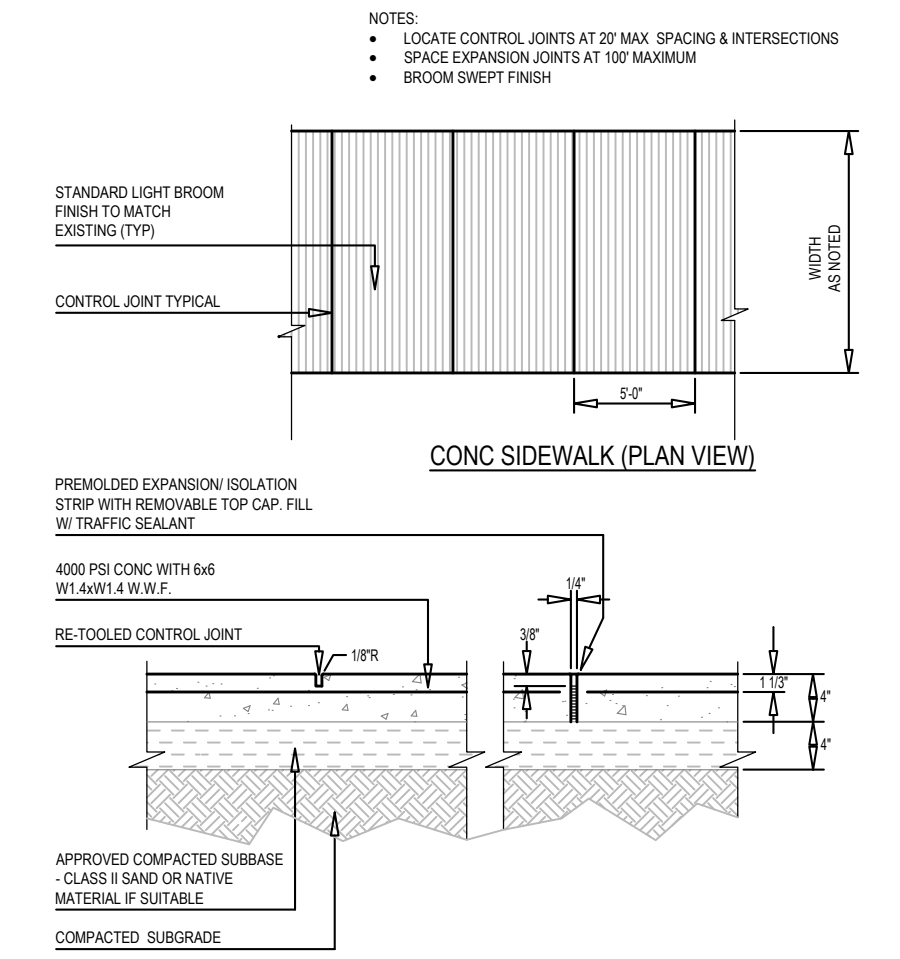
C1B HEAVY DUTY BITUMINOUS PAVEMENT SECTION
*NOTE: PAVEMENT SECTIONS WILL BE UPDATED UPON COMPLETION OF THE GEOTECHNICAL REPORT FOR THE PROJECT.



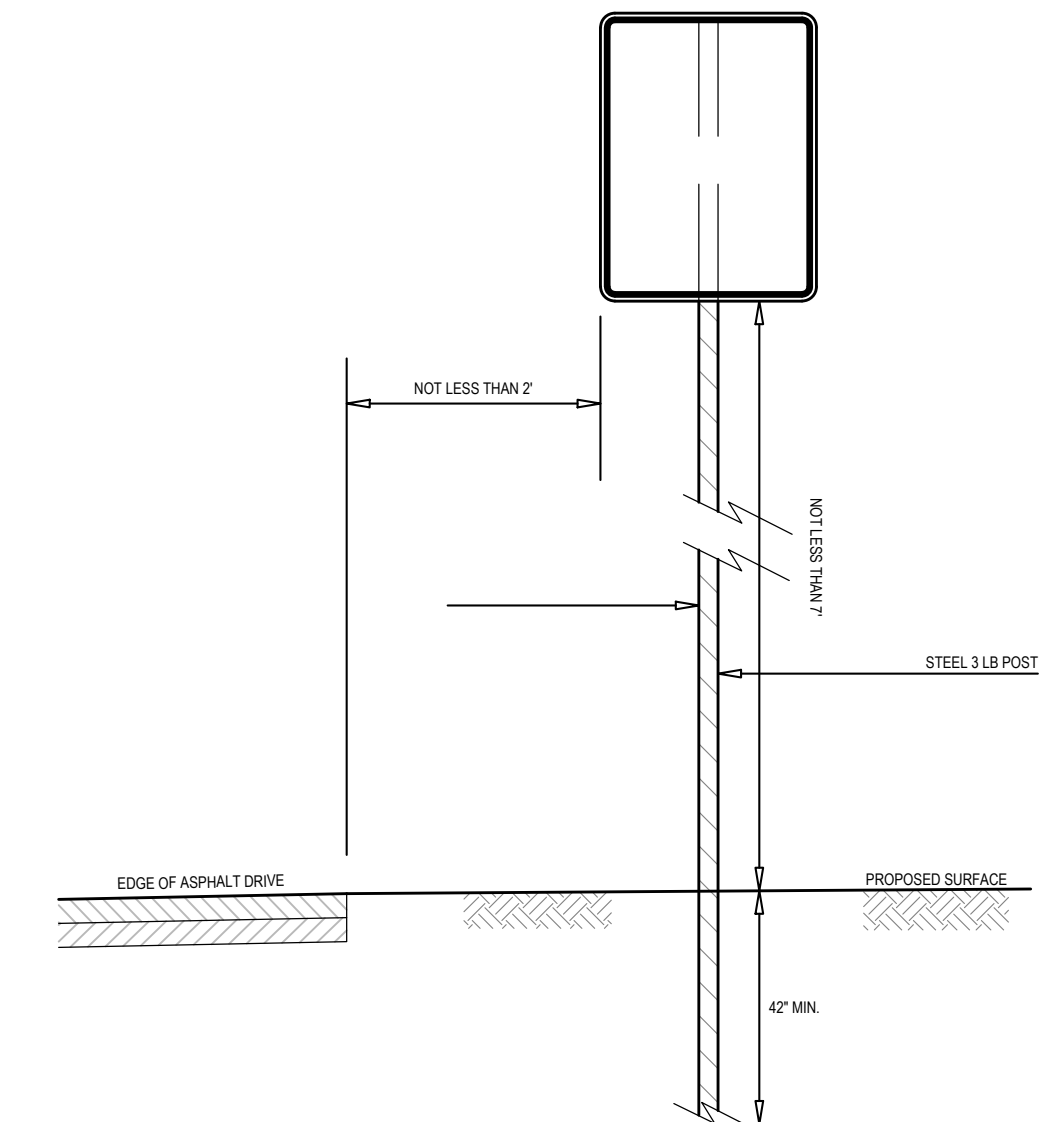
C2 BITUMINOUS VALLEY GUTTER



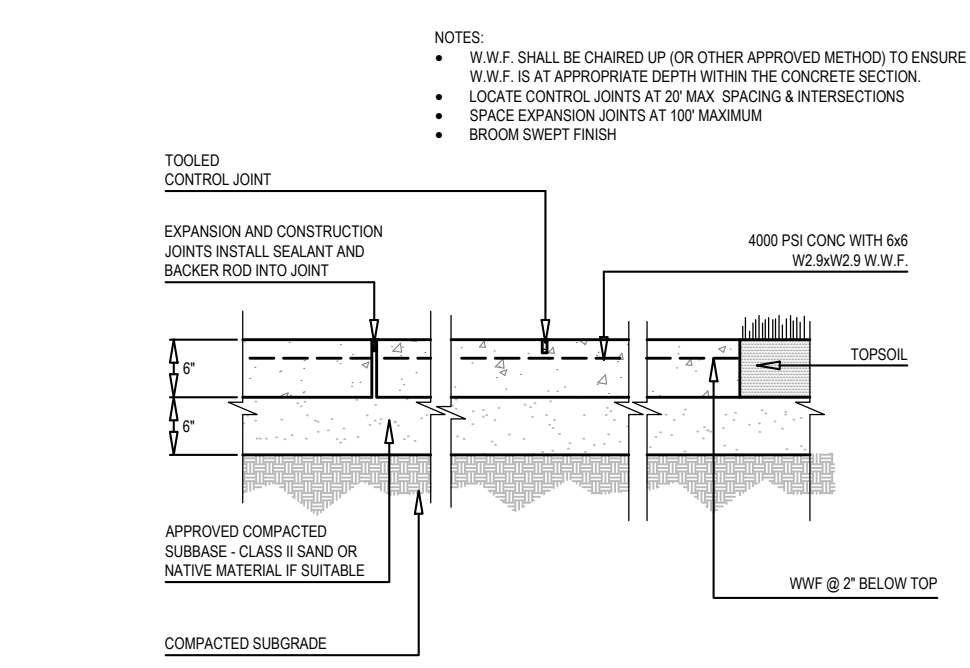
C3 MDOT F-4 CONC. CURB & GUTTER



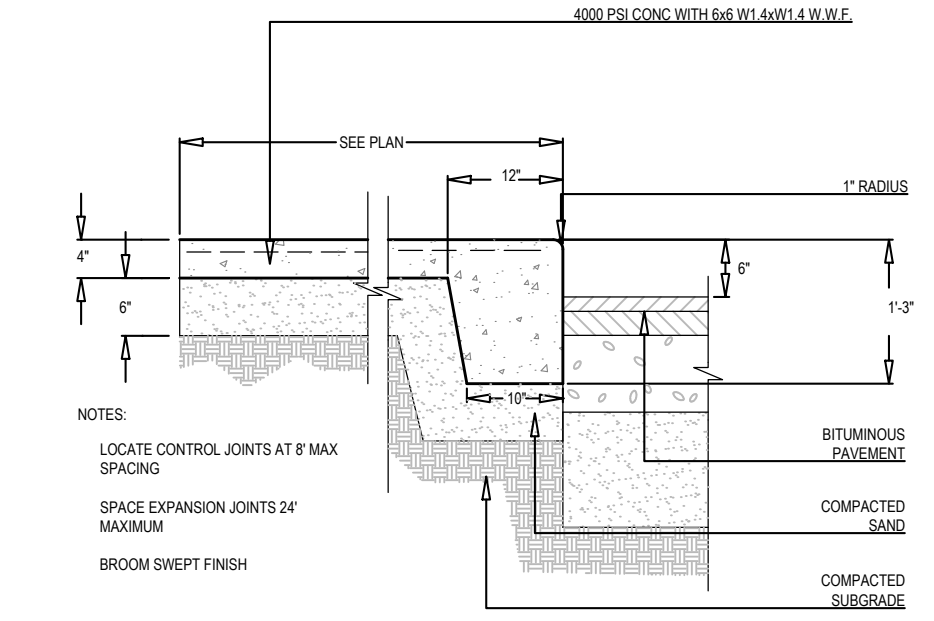
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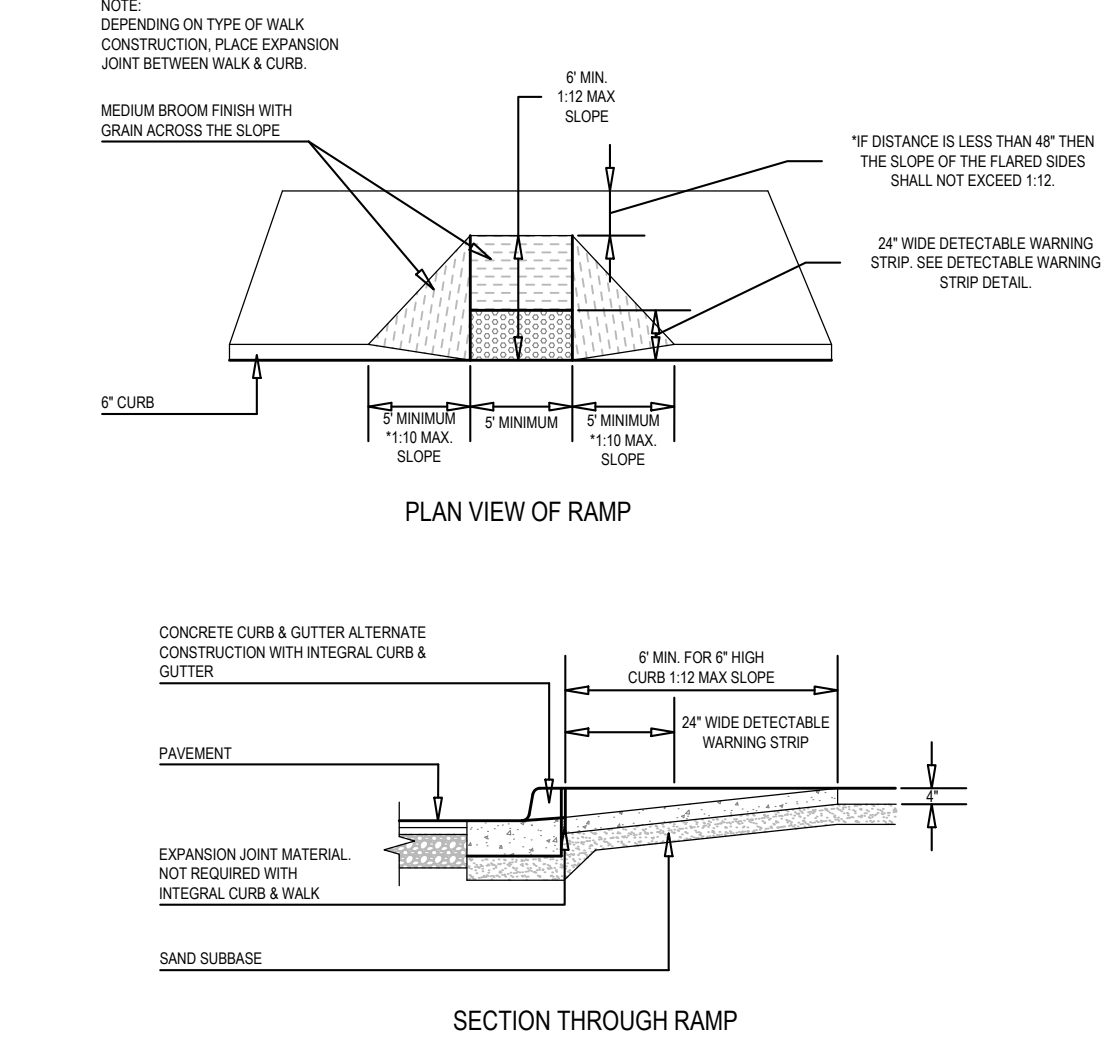
C5 SIGN



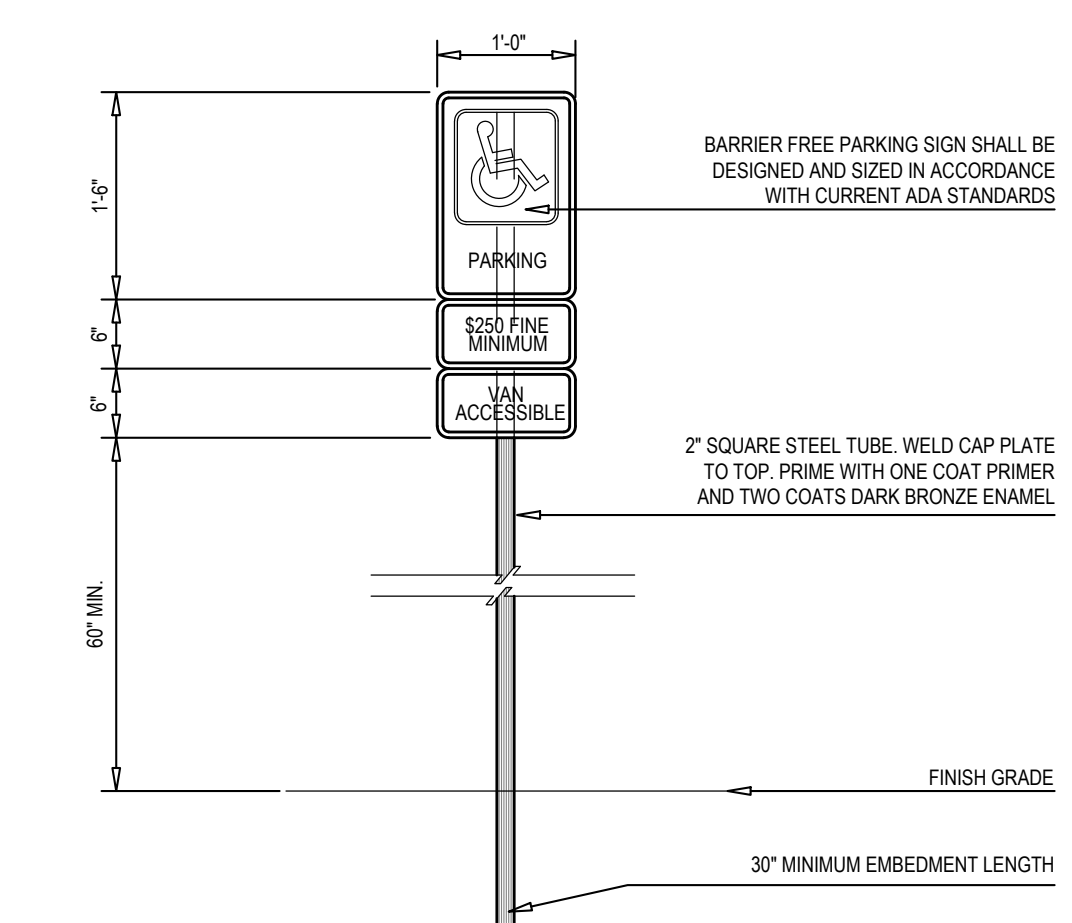
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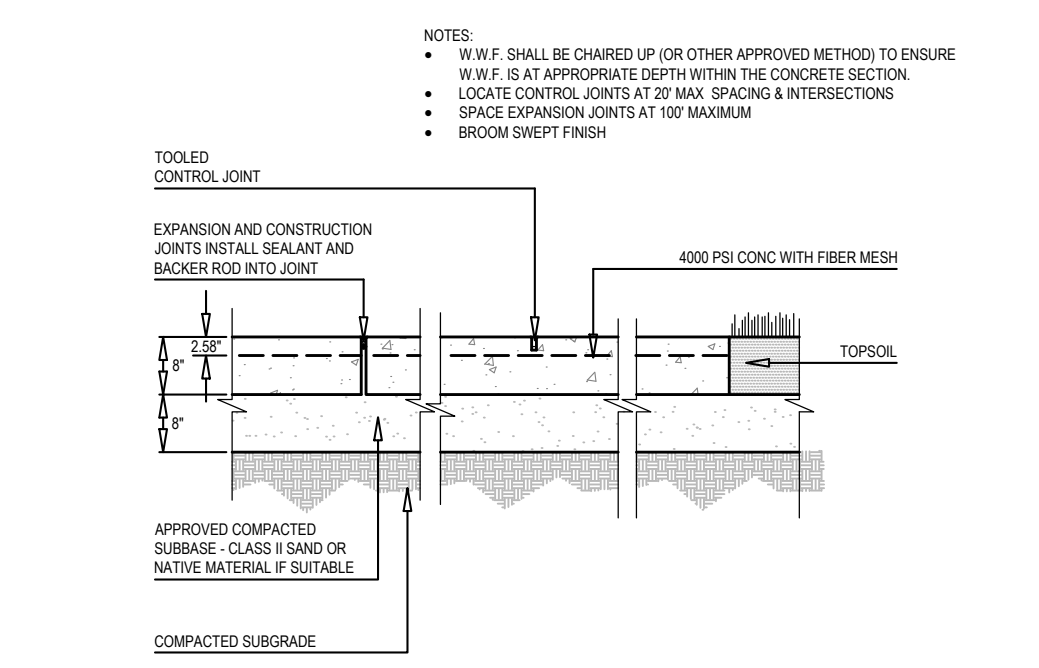
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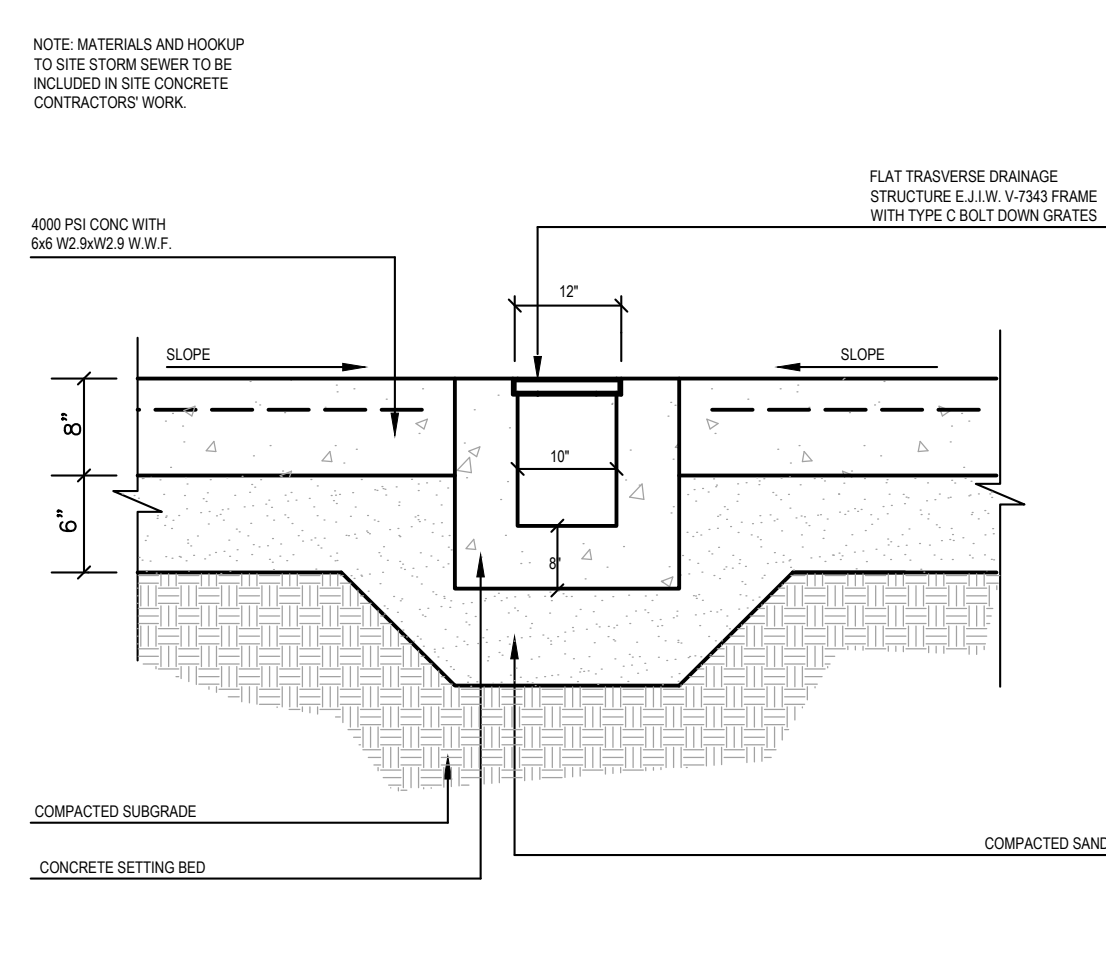
B3 TYPE P BARRIER FREE SIDEWALK RAMP



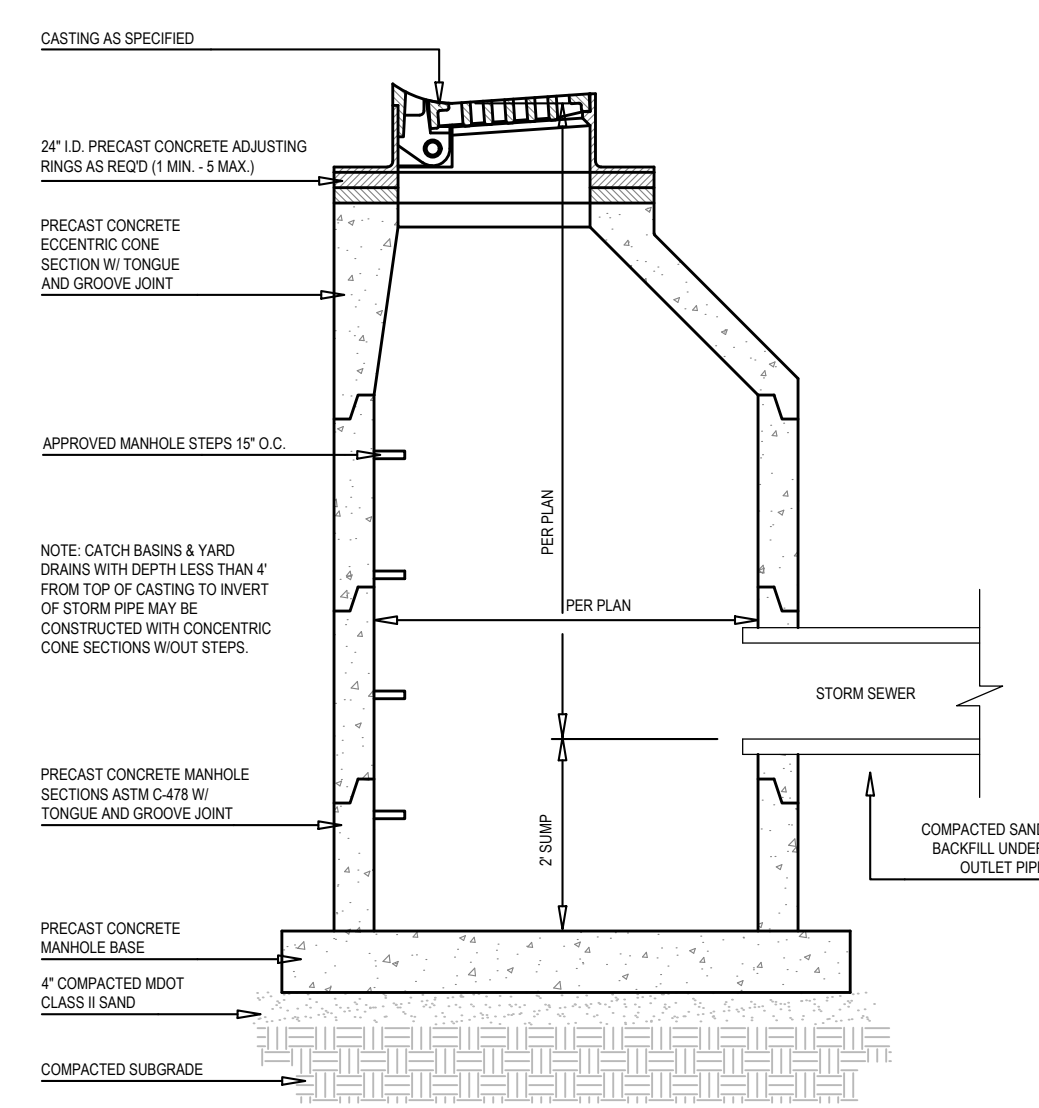
B4 BARRIER FREE PARKING SIGN



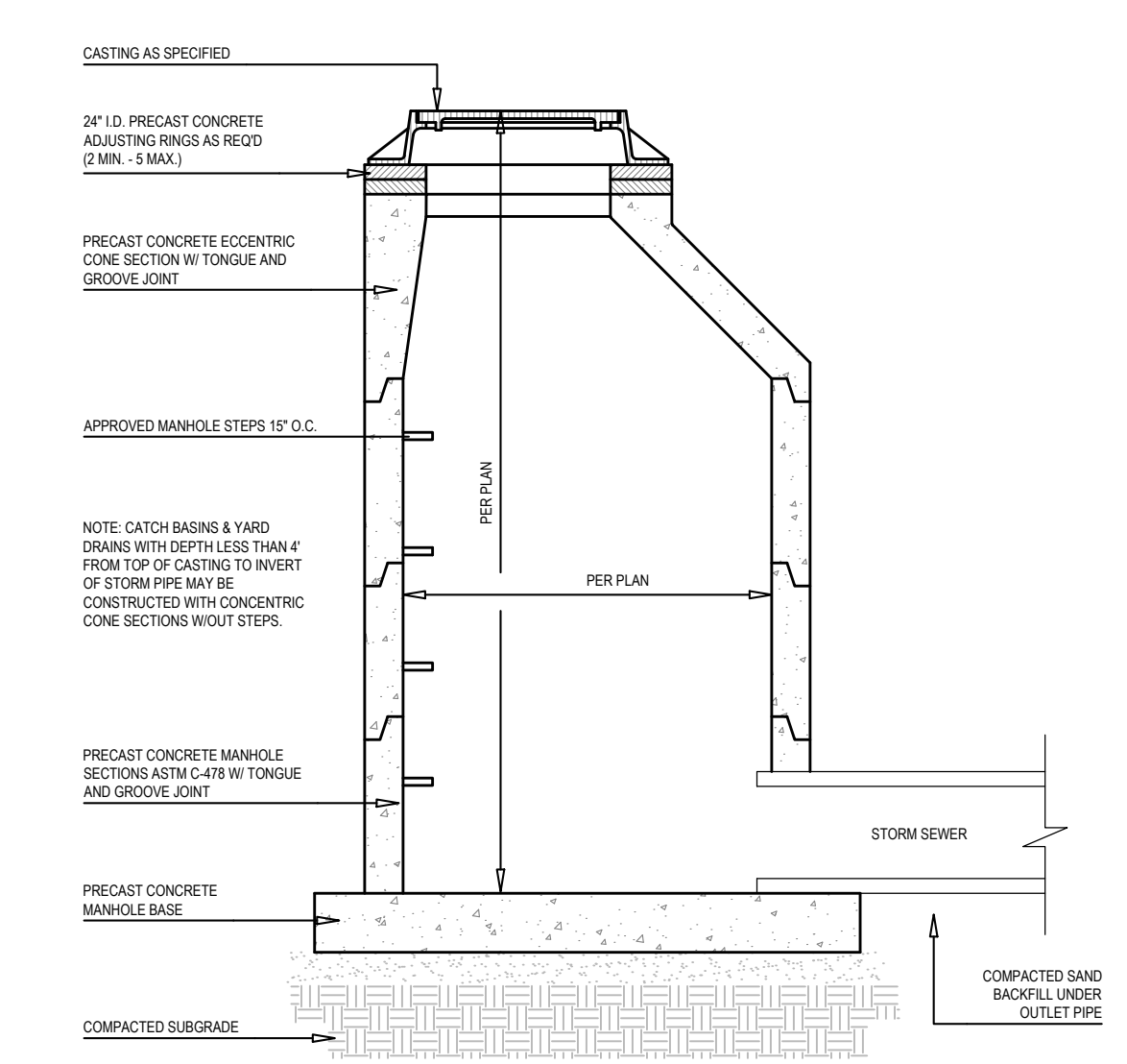
B5 8\"/>



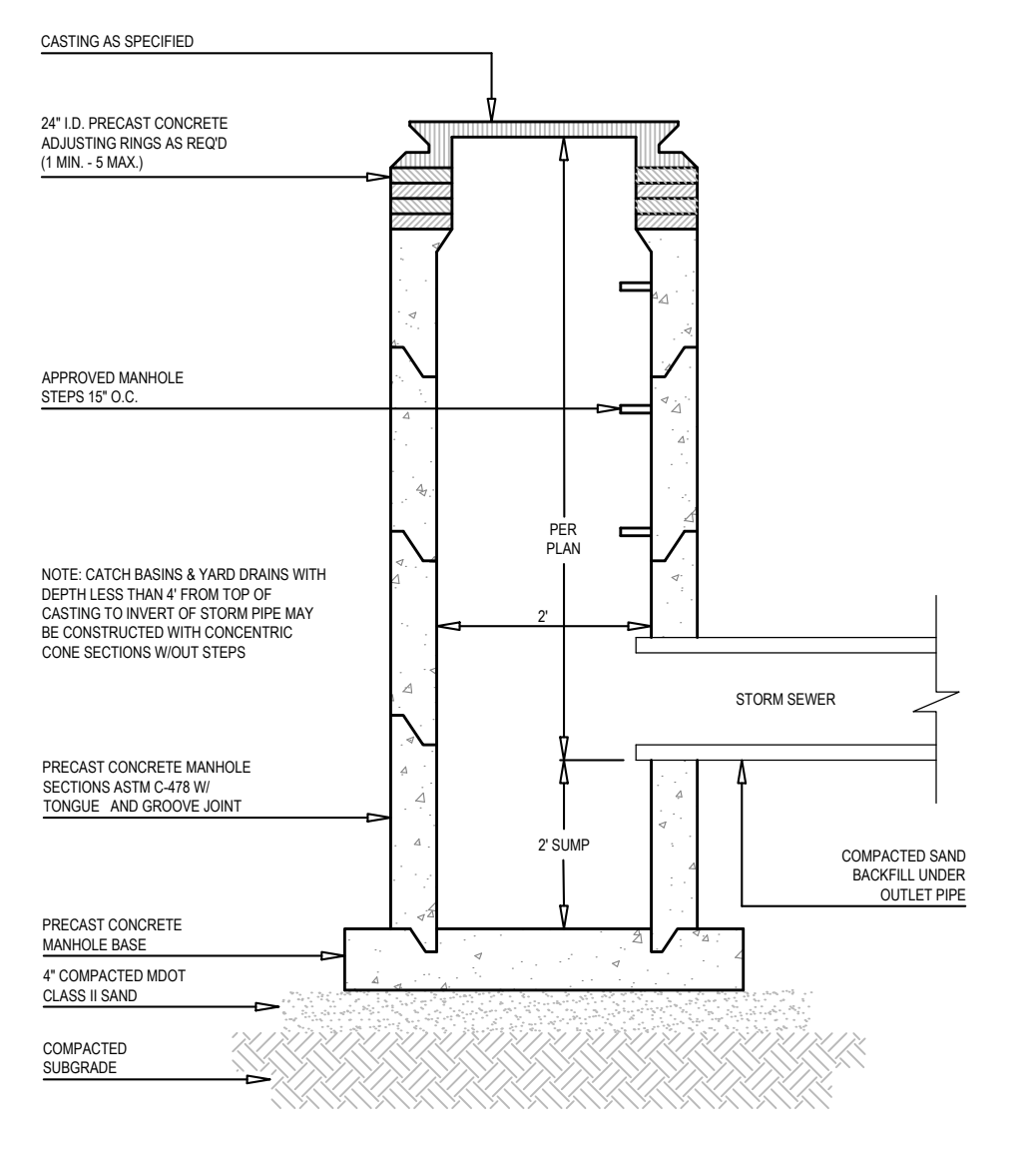
A1 TRENCH DRAIN



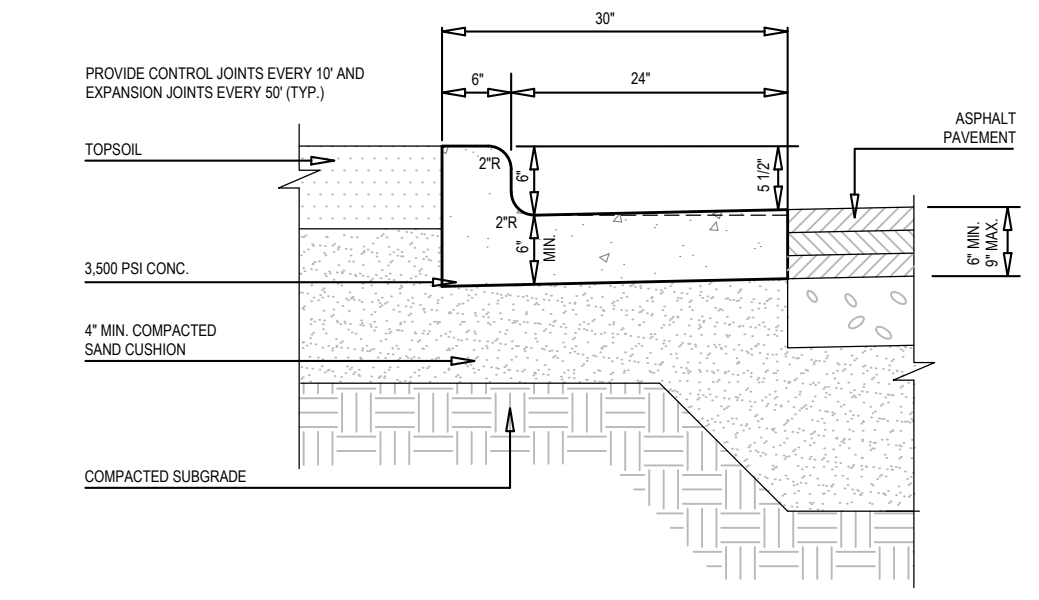
A2 VARIABLE DIA. CATCH BASIN



A3 VARIABLE DIA. STORM MANHOLE



A4 2\"/>



A5 CITY OF WYOMING 30\"/>

Issued for:

No.	Date	Description
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Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

Project Manager
Ryan T. Ysseldyke, P.E.

Vertical Datum
NAVD 88

Horizontal Datum
LOCAL

Drawn by
Jeremy D. Borgman

Checked by
Survey

Civil

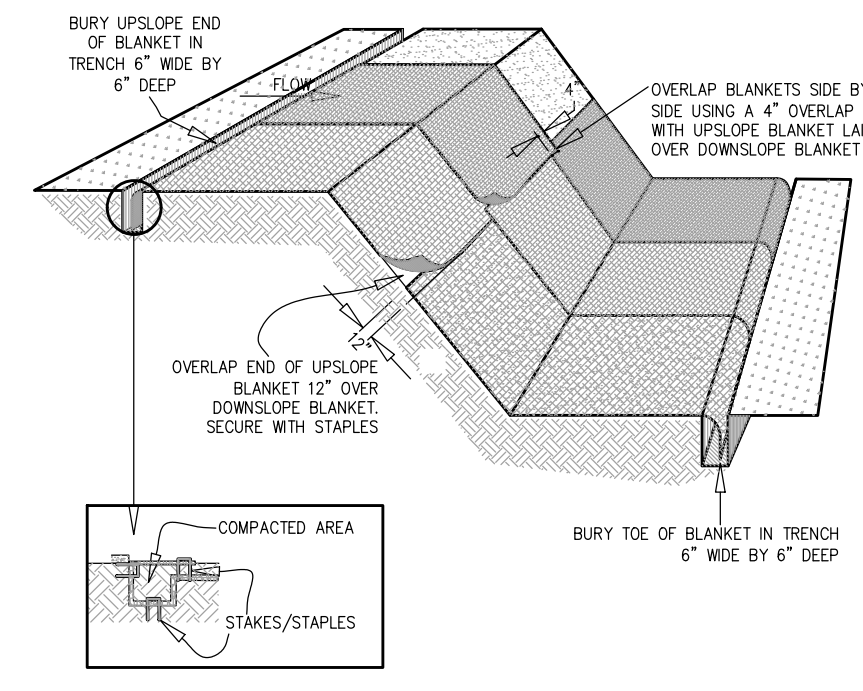
Struc.

L. A.

HEI Project Number
24-03-004

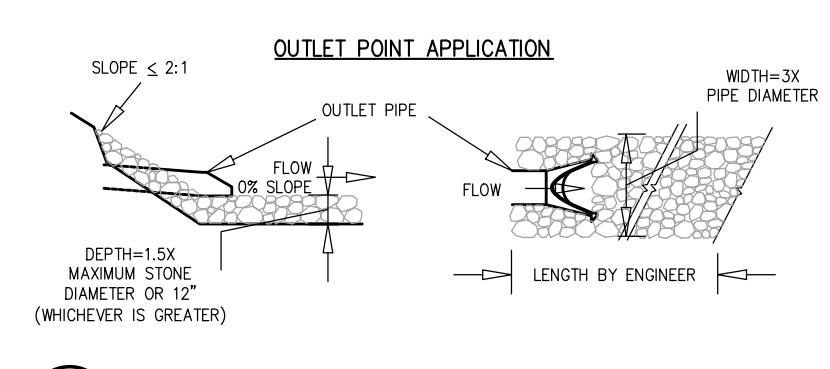
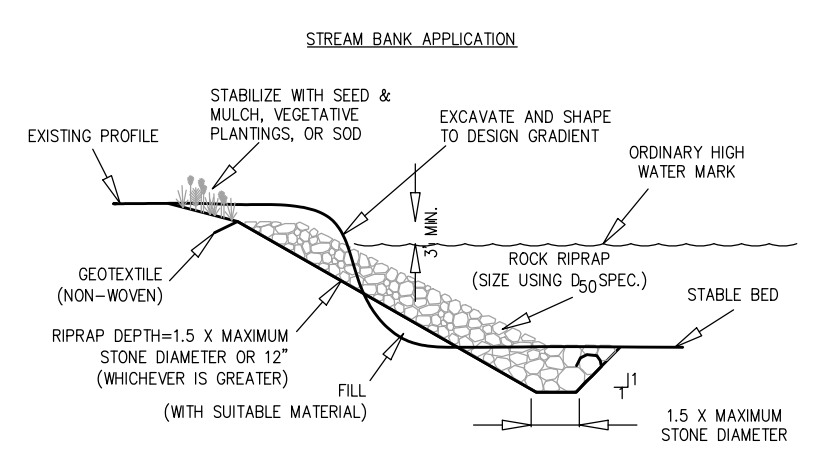
Sheet Title
GENERAL DETAILS

Sheet No.
C-501

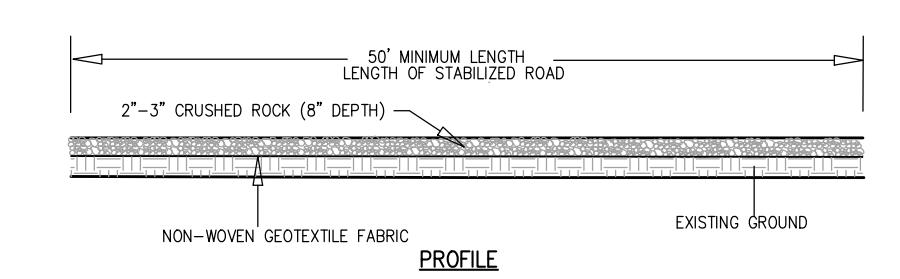
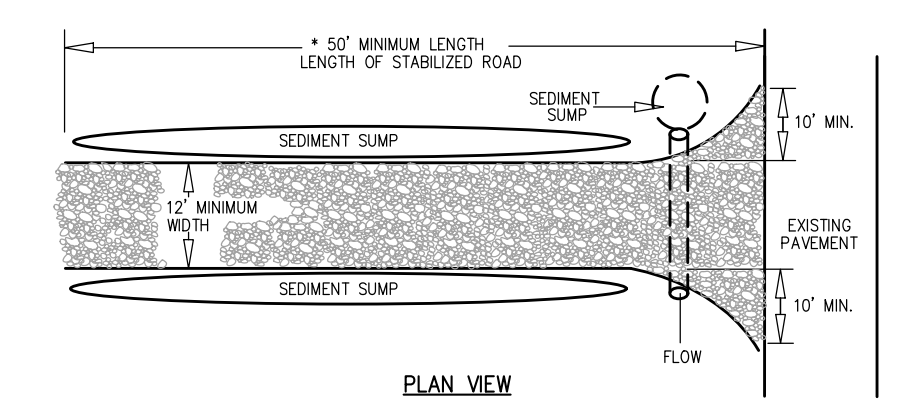


- NOTES:
1. PLACE MULCH BLANKET PARALLEL TO FLOW AND ANCHOR SECURELY.
 2. WHEN BLANKETS ARE USED IN FLOWING DITCH, BLANKETS SHOULD NOT OVERLAP IN DITCH CENTER PARALLEL TO FLOW.
 3. STAPLES INSTALLED/SECURED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
 4. WHERE POSSIBLE, CONSTRUCT WITH BIODEGRADABLE MATERIAL.

E9 MULCH BLANKETS

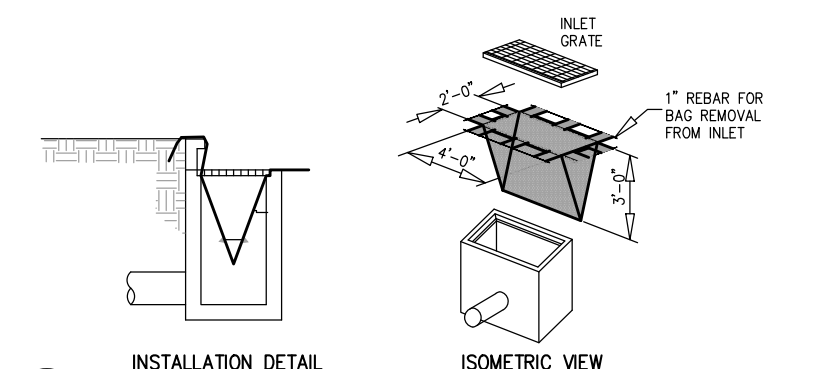


E12 RIPRAP

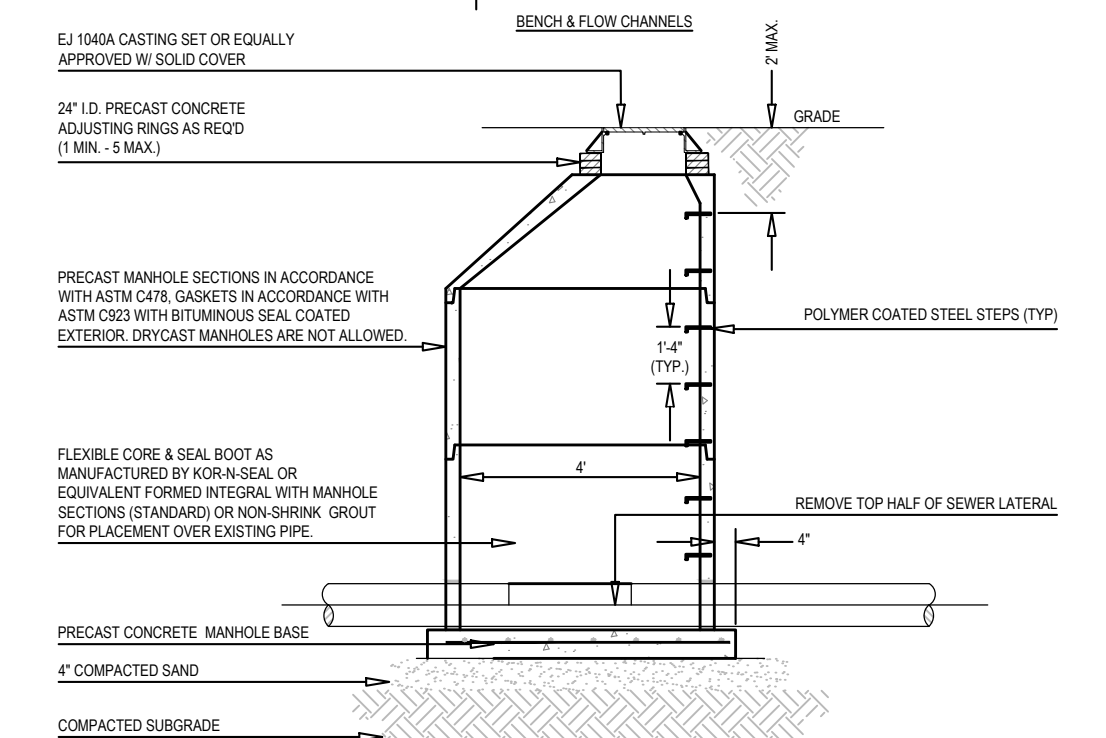
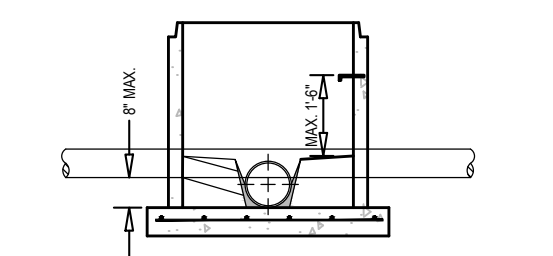


- NOTES:
1. Establish stabilized construction entrance prior to the initiation of site construction activities.
 2. Care should be taken to prevent material movement into adjacent wetlands/waterbodies.
 3. Care should be taken to maintain existing roadside drainage via culvert installation, with sediment sump placed downflow of culvert.

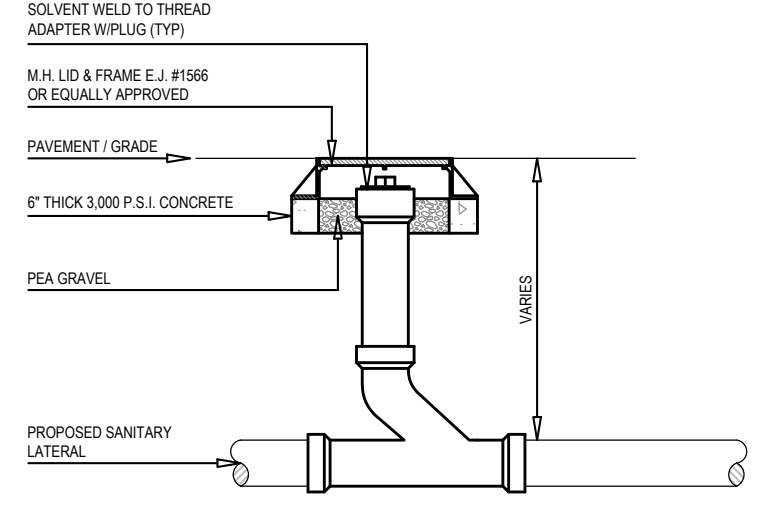
S53 STABILIZED CONSTRUCTION ACCESS



S58 INLET PROTECTION - FABRIC DROP

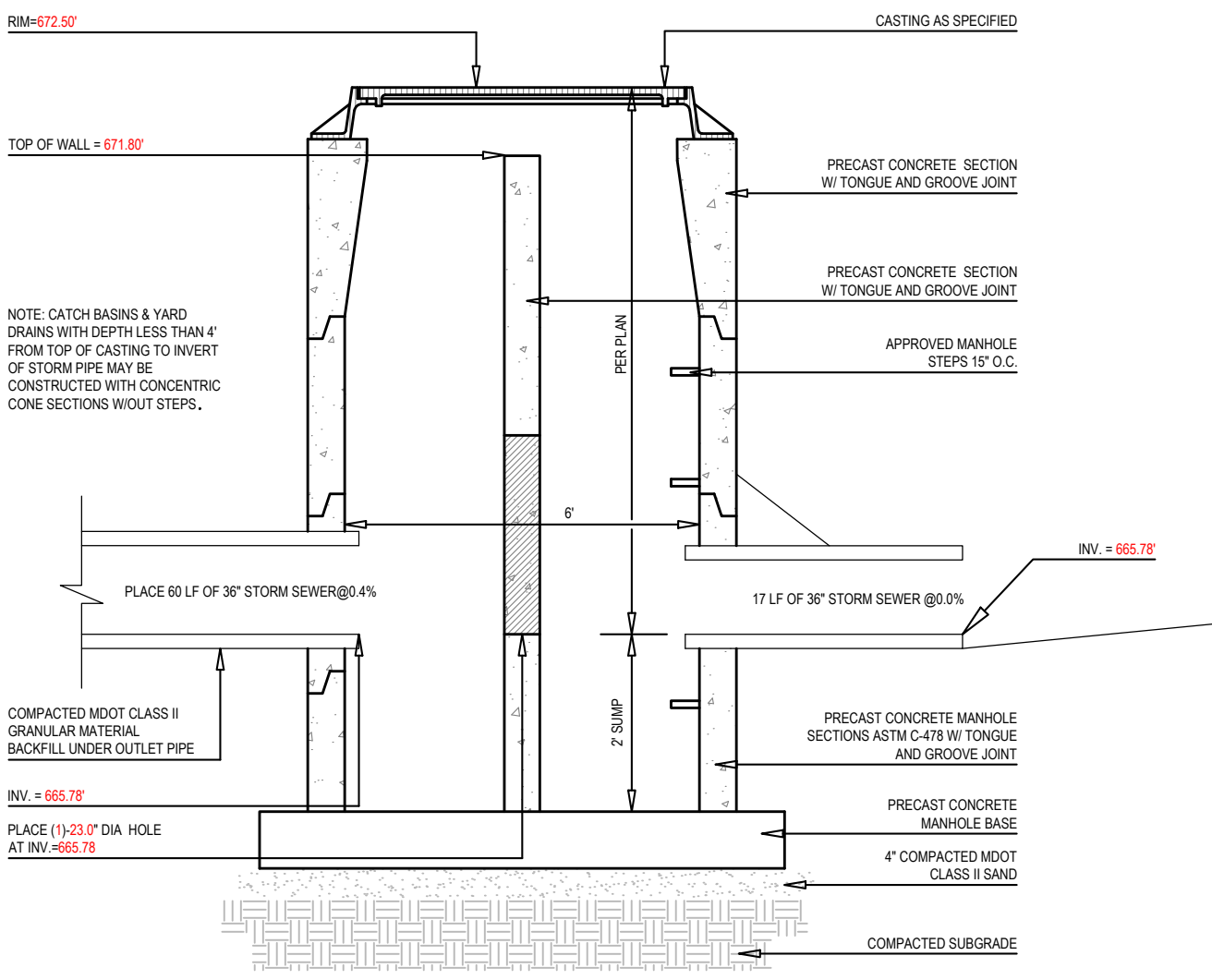


B4 SAMPLING MANHOLE

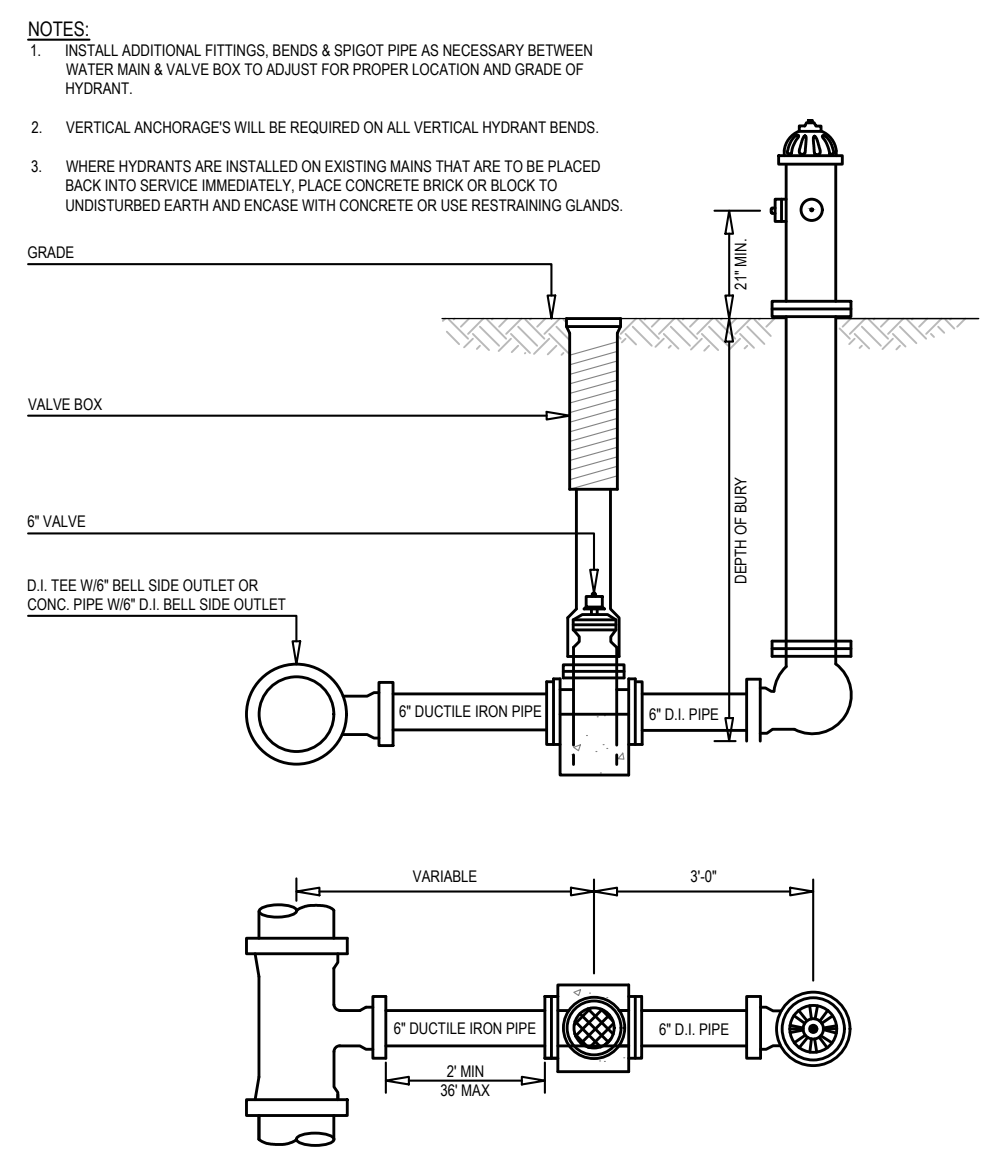


NOTE:
FOR DRAIN AREAS OMT. M.H. LID, FRAME AND COVER PROVIDE 6 INCHES MINIMUM COVER OVER FLUG. PLACE 12\"/>

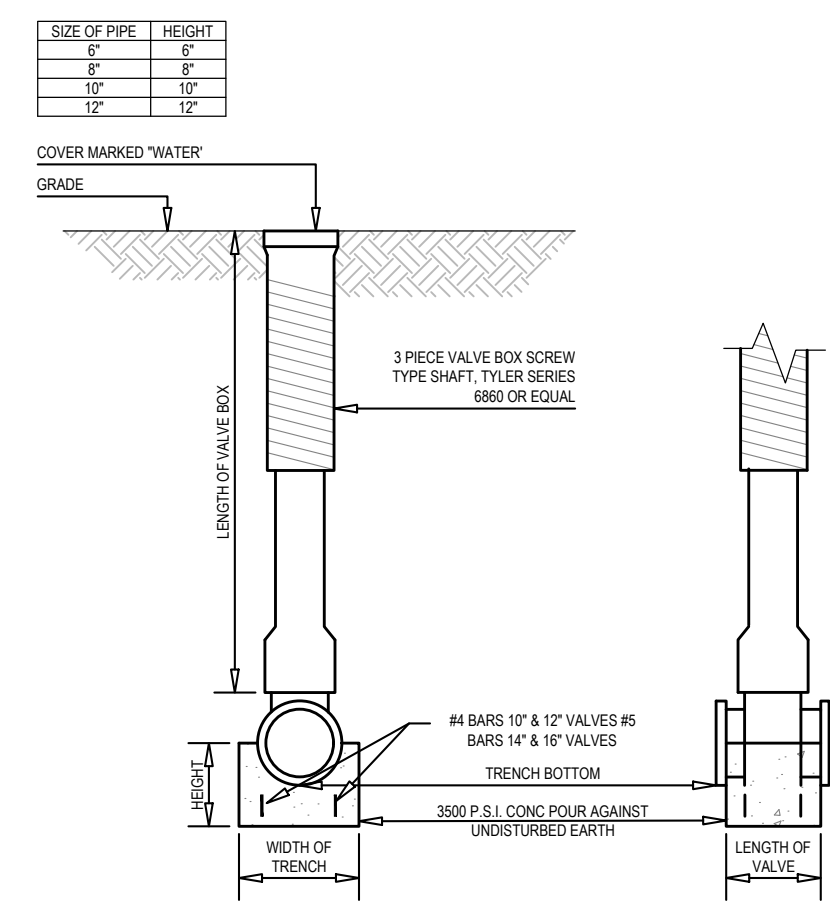
B5 SANITARY LATERAL CLEAN OUT



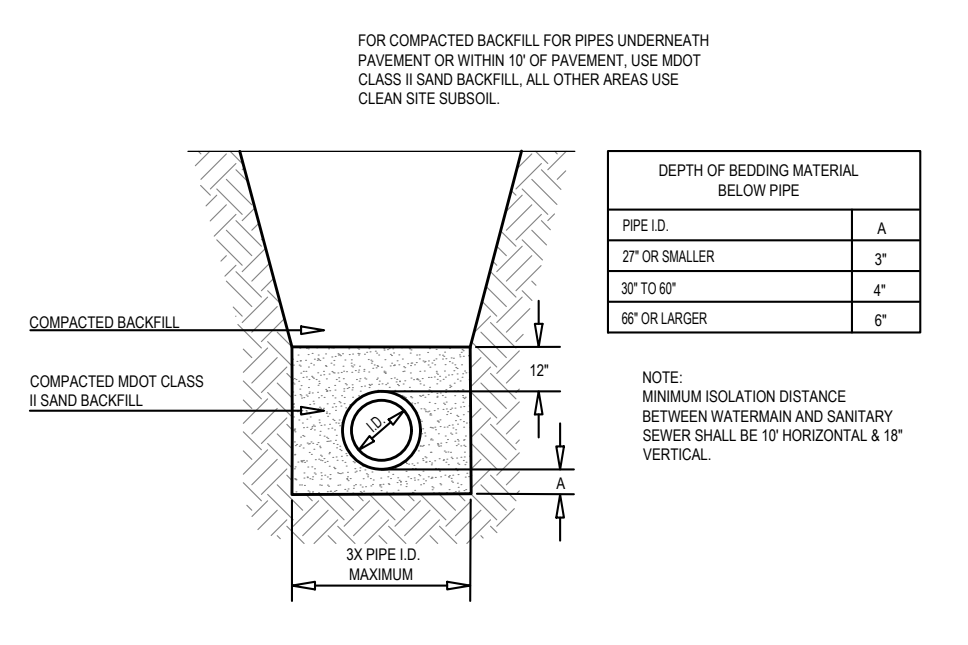
A4 6\"/>



A1 FIRE HYDRANT ASSEMBLY \"T\" TYPE



A2 VALVE BLOCK AND BOX



A3 CLASS B PIPE BEDDING

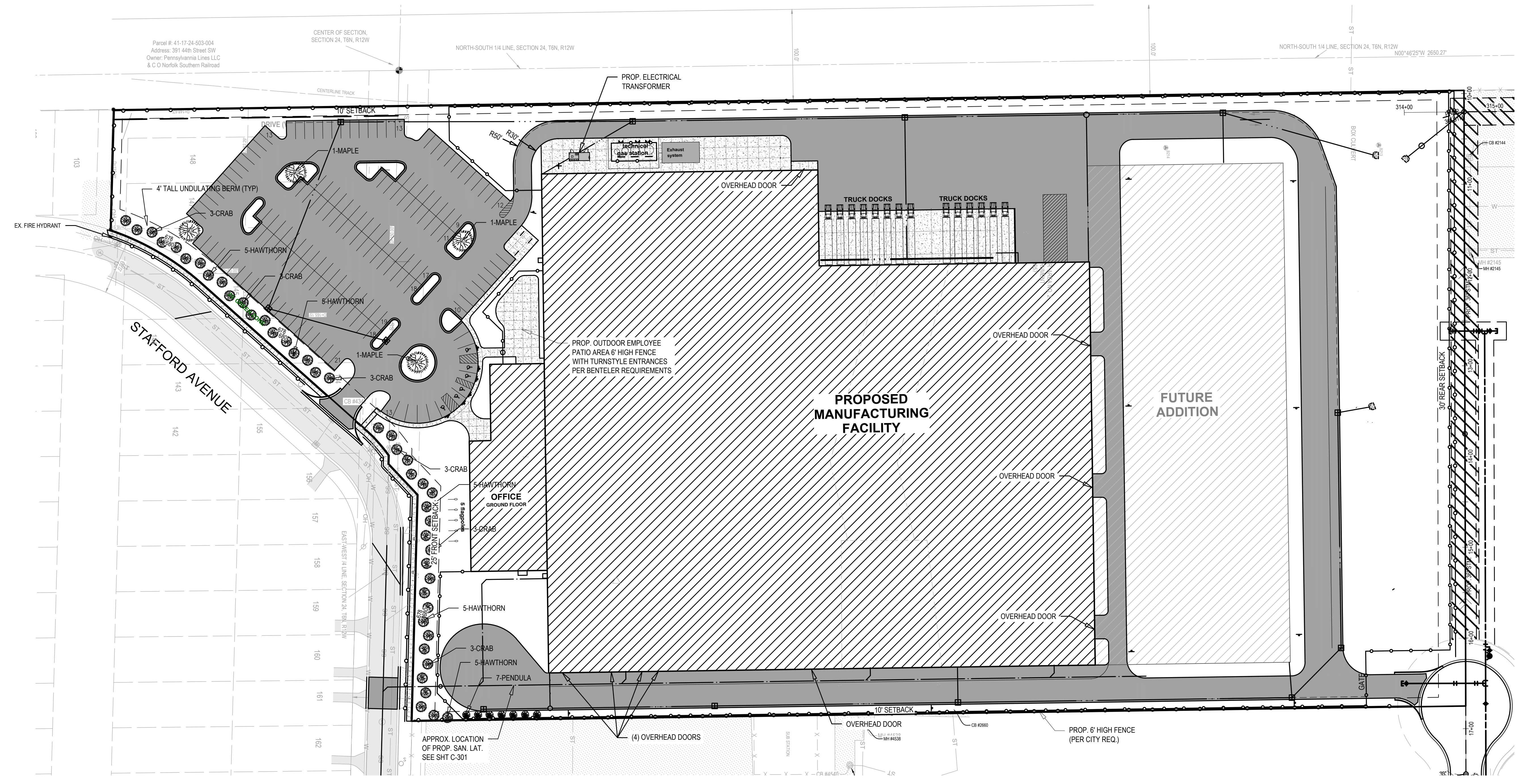
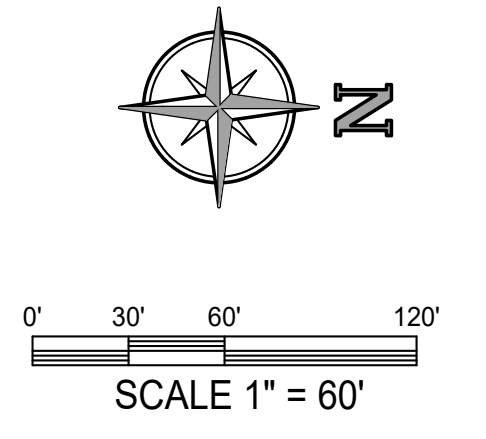
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SCANNELL PROPERTIES
ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49448
PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

No.	A	B	C	D	E
1	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
2	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
3	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15
4	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20
5	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25

Issued for:	Ryan T. Ysseldyke, P.E.	
Date:	04/18/2024	07/19/2024
Description:	CITY OF WYOMING SITE PLAN REVIEW	REVISED PER CITY COMMENTS & RESUBMITTED
Drawn by:	Jeremy D. Borgman	
Checked by:	Survey	Date
Civil:		
Struc.:		
L. A.:		
HEI Project Number:	24-03-004	
Sheet Title:	GENERAL DETAILS	
Sheet No.:	C-502	



The Surveyors / Engineers liability for any errors or omissions arising out of the Surveyors / Engineers negligence, gross misconduct, or misrepresentation shall not amount to greater than the service fee.

BENTELER AUTOMOTIVE SCANNELL PROPERTIES

ATTN: MR. MICHAEL CONZEMIUS

BENTELER AUTOMOTIVE
300 36TH STREET SW
WYOMING, MI 49548

PT. OF THE EAST 1/2 SECT. 24 T6N, R12W
CITY OF WYOMING, KENT CO., MICHIGAN

Issued for:	No.	Date	Description
City of Wyoming Site Review	A	04/18/2024	REVISION PER CITY COMMENTS & RESUBMITTED
	B	04/25/2024	REVISED BUILDING AND PARKING LAYOUT
	C	07/19/2024	RE-SUBMIT FOR CITY SITE PLAN REVIEW
	D	07/19/2024	REVISED PER CITY COMMENTS
	E	07/25/2024	REVISED PER CITY COMMENTS

Plans are preliminary & incomplete until ISSUED FOR CONSTRUCTION

Project Manager
Ryan T. Ysseldyke, P.E.

Vertical Datum
NAVD 88

Horizontal Datum
LOCAL

Drawn by
BRUCE ZEINSTR, LLA

Checked by
Survey

Civil

Struc.

L. A.

HEI Project Number
24-03-004

Sheet No.
LANDSCAPE PAINTING PLAN

Sheet No.
L-101

PLANT LIST

KEY	SIZE	COMMON NAME	BOTANICAL NAME	MATURE SIZE/COMMENTS
CANOPY TREES				
MAPLE	2-12"BB	ARMSTRONG FREEMAN'S MAPLE	ACER X FREEMANII 'ARMSTRONG'	50Hx15S, BRILLIANT RED FALL COLOR; NARROW, COLUMNAR
ORNAMENTAL TREES				
CRAB	Z'BB	AMERICAN SALLUTE	MALUS 'AMSAZAM'	18Hx10S; ROSE-RED SPRING FLOWERS; MAROON FOLIAGE; DISEASE RESISTANT
HAWTHORN	Z'BB	CRUZAM HAWTHORN	CRAETAEGUS C. INERMIS 'CRUZAM'	15Hx13S; THORNLESS, WHITE FLOWER, RED BERRY, PURPLE-RED FALL
EVERGREEN TREES				
PENDULA	6'-8' BB	WEeping WHITE SPRUCE	PICEA GLAUCA 'PENDULA'	30+Hx8'S; WEeping, NARROW

LAWN- SPARTAN GRADE A MIX

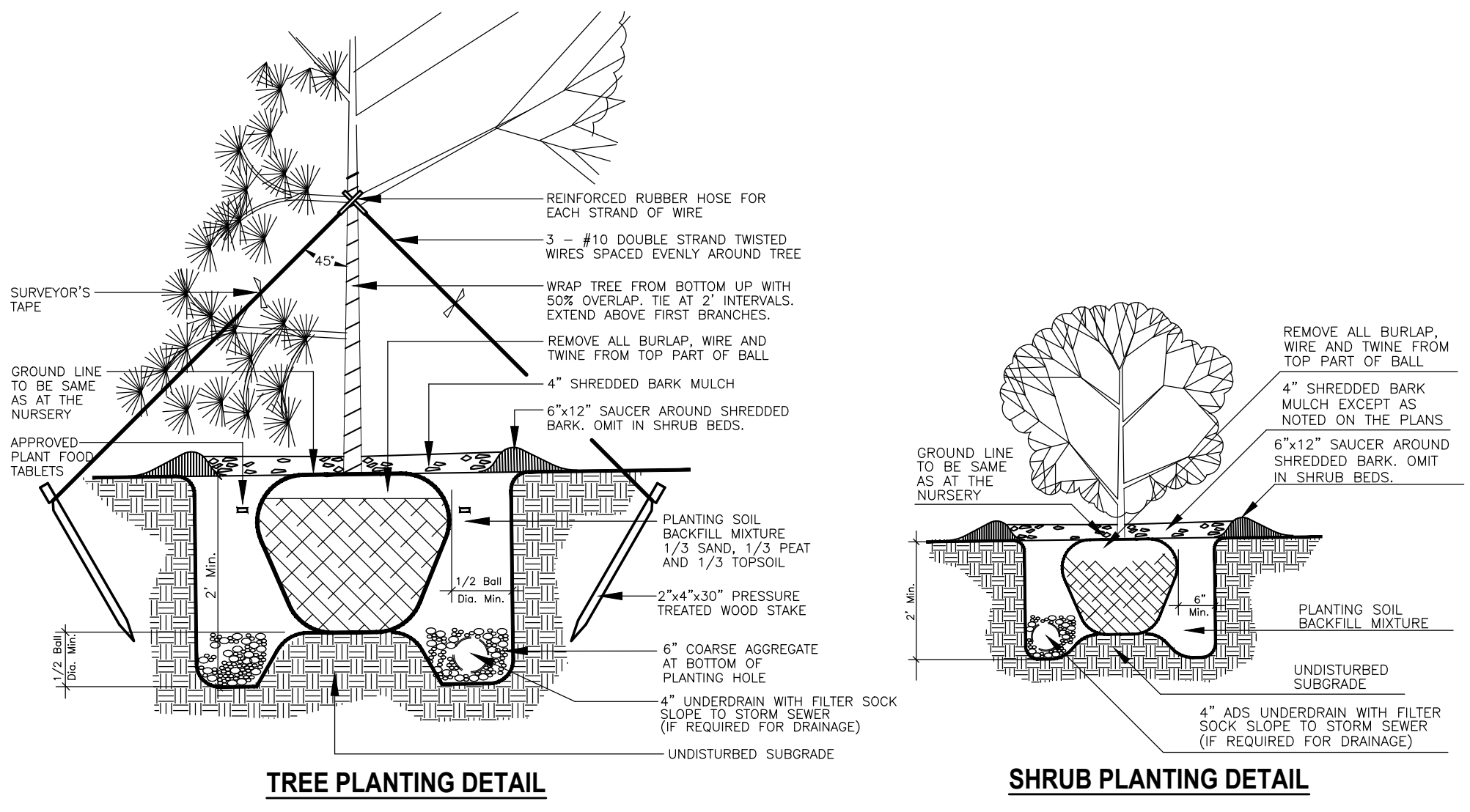
SPARTAN GRADE A MIXTURE by Earth Carpet

- 10% Common Kentucky Bluegrass
- 10% Cool Rush Kentucky Bluegrass
- 20% Rondo Kentucky Bluegrass
- 15% SRS100 Chewings Fescue
- 25% SRS210 Creeping Red Fescue
- 10% SRS500 Perennial Ryegrass
- 10% Manhattan 4 Perennial Ryegrass

SEEDING RATE: 5 LBS. PER 1,000 SQUARE FEET.
HYDROSEED ALL AREAS WITH A SLURRY OF SEED, PULVERIZED MULCH, FERTILIZER AND WATER.

PLANTING NOTES

- LANDSCAPE REQUIREMENTS:
 - PER DEVELOPMENT AGREEMENT: ENHANCED LANDSCAPE BUFFER ALONG 40th STREET CONSISTING OF AN IRRIGATED UNDULATING 4' HIGH BERM WITH 3 TREES PER 50' OF A SPECIES AND SIZE APPROVED BY CITY PLANNER
 - REQUIRED: 676' OF BERM / 50' = 13.5 x 3 TREES = 40.56 = 41 TREES REQUIRED
 - PROPOSED: 41 TREES
 - LARGE PARKING LOTS: FOR EVERY 50 SPACES, OR FRACTION THEREOF, THERE SHALL BE AN INTERIOR LANDSCAPE AREA AT LEAST 10'x20'. LANDSCAPE AREA SHALL CONTAIN AT LEAST 1 SHADE TREE.
 - REQUIRED: 136 SPACES / 50 = 3 TREES
 - PROVIDED: 3 TREES
- MINIMUM PLANTING SIZES:
 - SHADE TREES: 2.5" CALIPER
 - EVERGREEN TREES: 6" TALL
- 15' WIDE LANDSCAPED GREENBELT SHALL BE PROVIDED ALONG ALL INTERNAL STREETS
 - REQUEST REDUCTION TO 10' ALONG EAST PROPERTY LINE; 7 EVERGREEN TREES ARE PROVIDED ALONG THE EAST PROPERTY LINE (EVEN WITH FRONT BUILDING FACADE) TO PROVIDE AN ADDITIONAL SCREEN FOR THE REDUCTION IN WIDTH.
- ISLANDS SHALL BE COVERED IN SHREDDED HARDWOOD BARK.
- ALL TREES AND SHRUBS SHALL BE PLANTED A MINIMUM OF 3' AWAY FROM ANY PAVEMENT.
- ALL LAWN AND PLANTING AREAS SHALL BE IRRIGATED WITH UNDERGROUND IRRIGATION IN SUCH WAY TO MAINTAIN VEGETATION IN A HEALTHY AND GROWING MANNER.
- ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY OWNER. TREES AND OTHER VEGETATION THAT DIE SHALL BE PROMPTLY REPLACED WITH IN KIND VEGETATION.
- CONTRACTOR SHALL PROVIDE SPECIFIED TREES, SHRUBS, GROUND COVERS AND OTHER PLANT MATERIAL THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK." PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS STOCK GROWN WITH GOOD HORTICULTURAL PRACTICE AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- SEED SHALL BE PLACED OVER 6" TOPSOIL IN ALL PROPOSED LAWN AREAS AND ALL AREAS DISTURBED BY CONSTRUCTION EXCEPT AS NOTED ON THE PLANS. SOD SHALL BE PLACED IN ALL AREAS AS SHOWN ON THE PLANS OVER 4" TOPSOIL.
- PLANTING SOIL CONSISTING OF 1/3 TOPSOIL, 1/3 PEAT MOSS AND 1/3 SAND SHALL BE PLACED IN ALL GROUND COVER AND FLOWER BEDS. DEPTH SHALL BE NOT LESS THAN 8".
- FOLLOWING CONSTRUCTION, RESTORE ALL DISTURBED AREAS WITH EARTH CARPET SPARTAN GRADE 'A' SEED MIX, UNLESS OTHERWISE NOTED.
- OWNER MAY DESIGN AND INSTALL ADDITIONAL LANDSCAPE AT BUILDING ENTRANCES, OUTDOOR EMPLOYEE AREAS, AND DRIVEWAY ENTRANCES. PLANTINGS NEAR INTERSECTIONS SHALL MAINTAIN CLEAR VISION AREAS.
- PLANT MATERIAL SUBSTITUTIONS SHALL BE APPROVED BY OWNER & LANDSCAPE ARCHITECT.
- AS RECORDED PER INSTRUMENT #20170831-0073657, THIS SITE IS PART OF A DECLARATION OF RESTRICTIVE COVENANTS PER MDEQ REFERENCE NO. RC-RRD-201-17-006, PART 201 SITE IDENTIFICATION NUMBER: 41000115, USEPA SITE IDENTIFICATION NUMBER: MD006020408, MDEQ APPROVAL DATE: MARCH 3, 2017. ALL SITE RESTORATION SHALL BE COMPLETED IN COMPLIANCE WITH THESE RESTRICTIVE COVENANTS AND THE ENVIRONMENTAL WORK PLAN APPROVED FOR THE PROJECT.



BENTELER



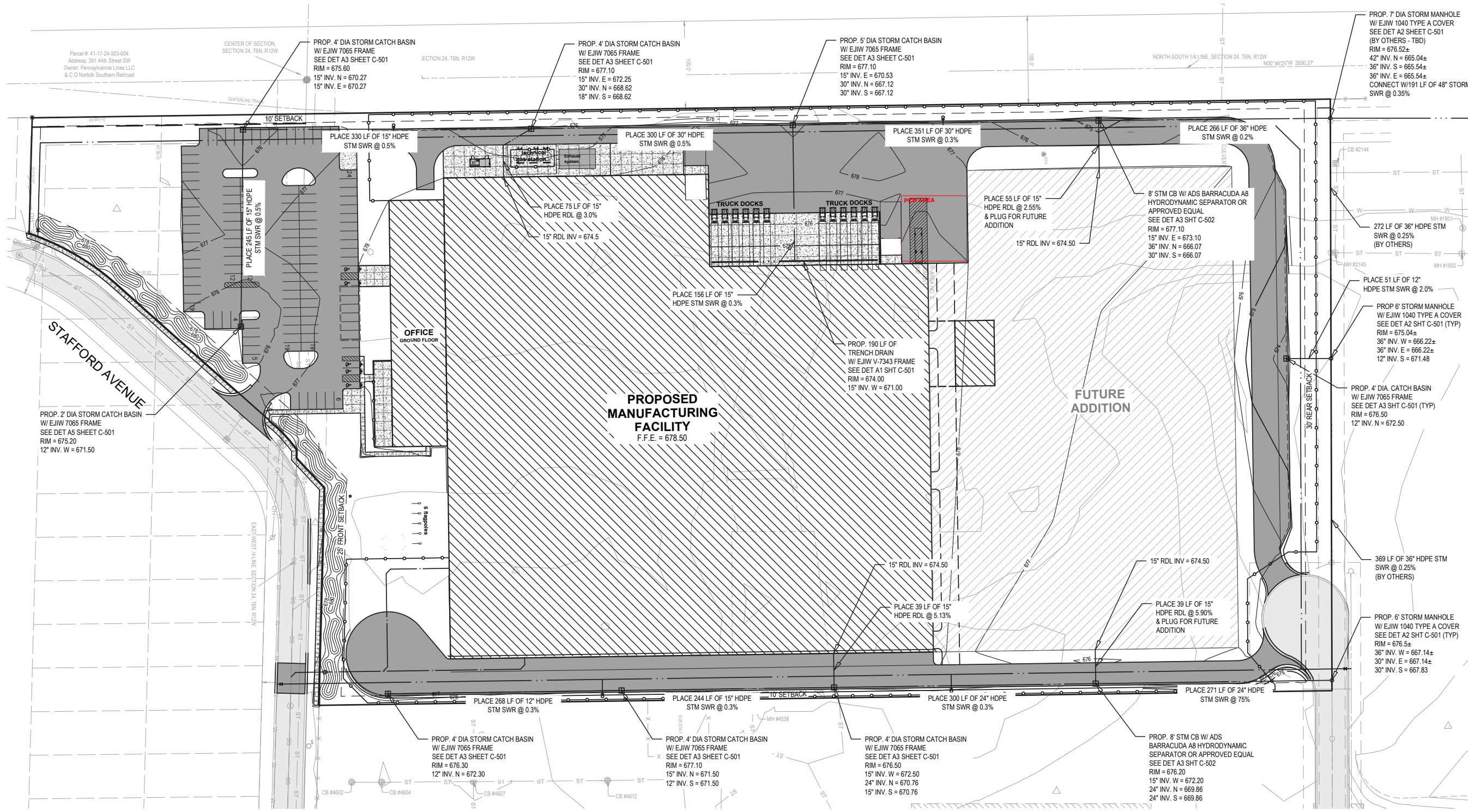
makes it happen

BENTELER - NEW FACILITY - CITY SUBMISSION





0' 30' 60' 120'
SCALE 1" = 60'



02 | ORIGINAL SITE PLAN



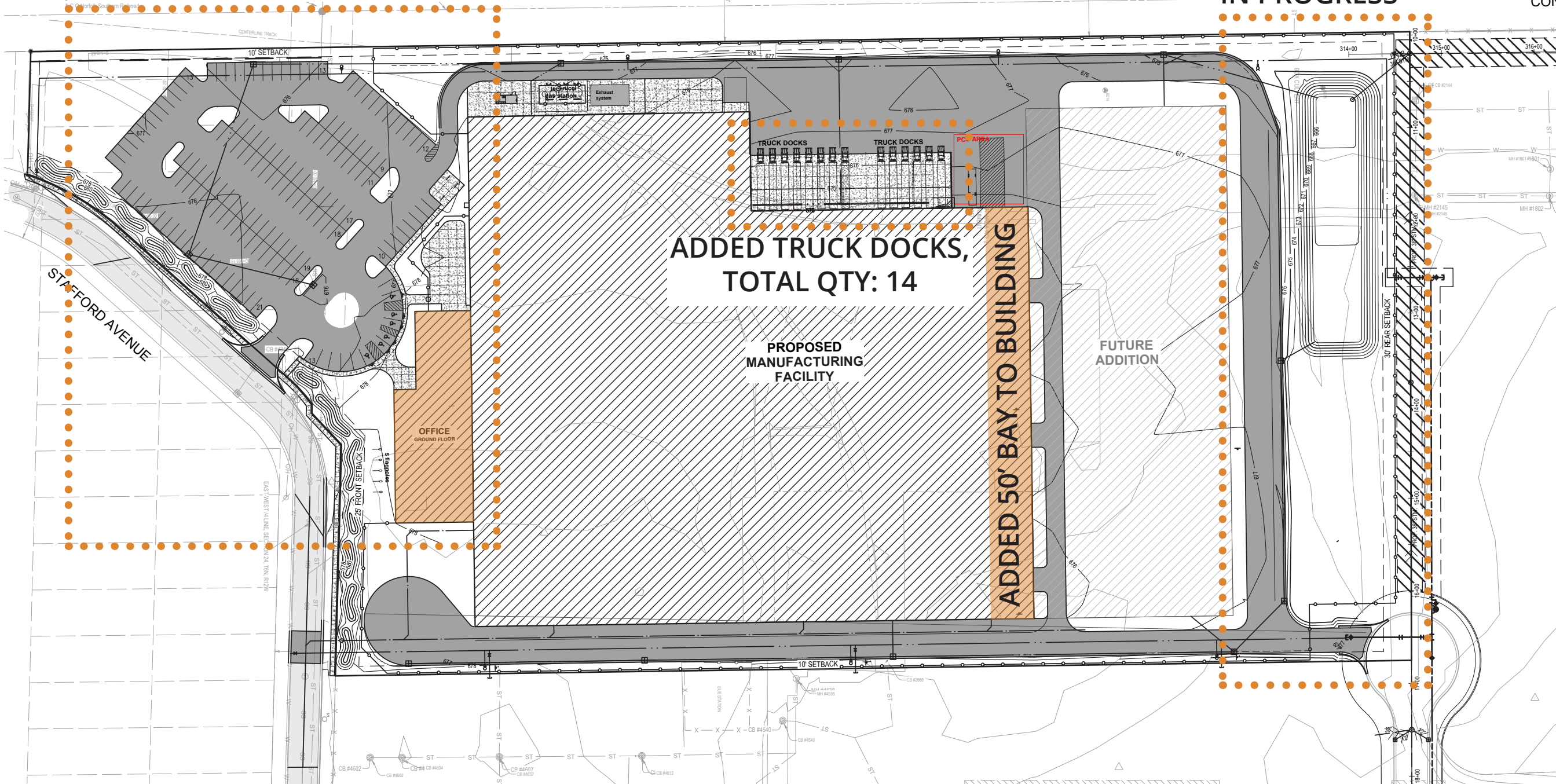
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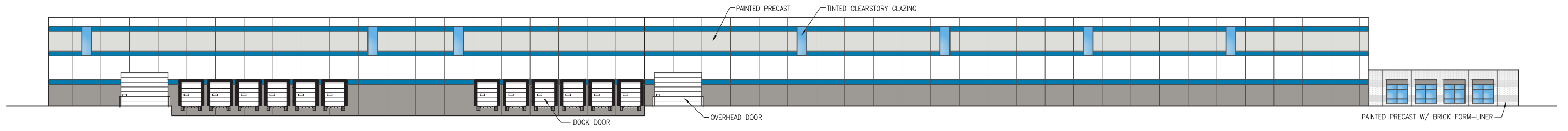


0' 30' 60' 120'
SCALE 1" = 60'

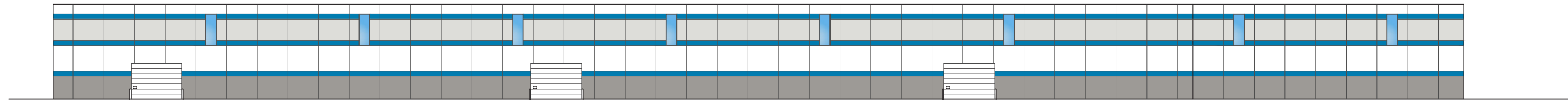
REVISED PARKING & OFFICE FOOTPRINT

STORM DETENTION - IN PROGRESS

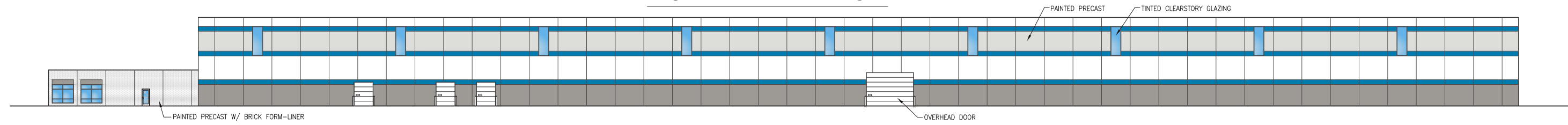




WEST ELEVATION



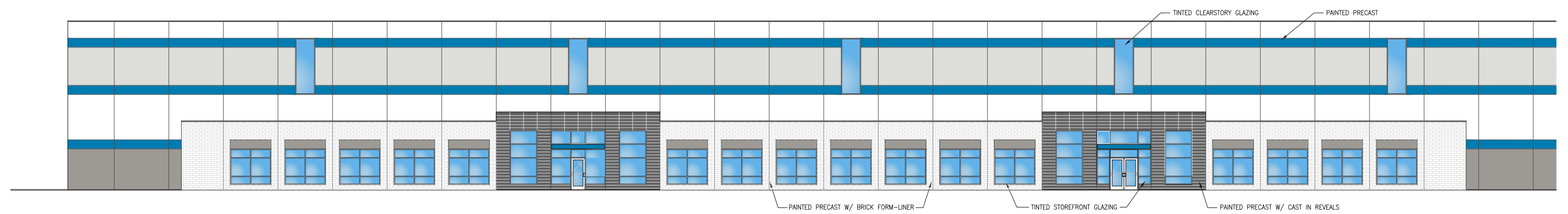
NORTH ELEVATION



EAST ELEVATION



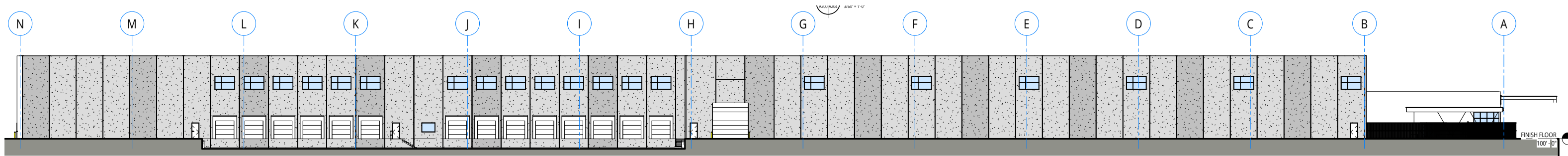
SOUTH ELEVATION



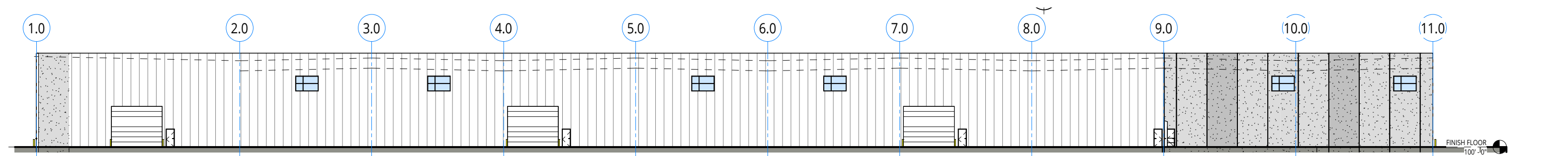
04 | ORIGINAL EXTERIOR ELEVATIONS

- Exterior Plant and Office
Proposed as Pre-Cast Panels

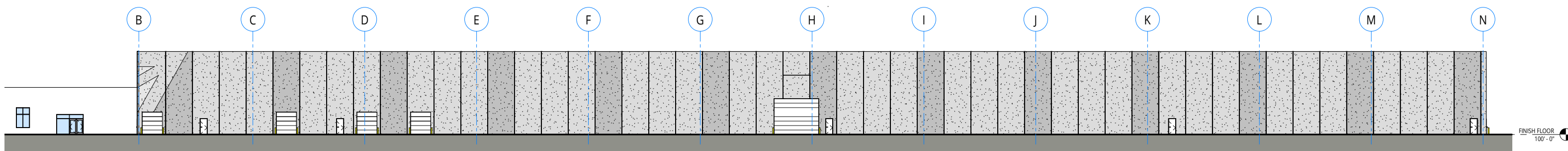




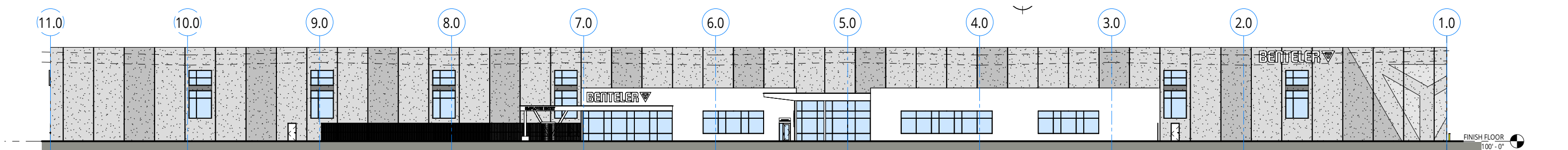
WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

05 | PROPOSED EXTERIOR ELEVATIONS

- Exterior Plant Remains Proposed as Pre-Cast Panels
 - Plant North Wall Proposed as Insulated Metal Panels





06 | OFFICE - EXTERIOR RENDERS - MAIN ENTRY

- Exterior Office is proposed as Architectural Metal Panels





07 | **PLANT - EXTERIOR RENDERS - SE CORNER**

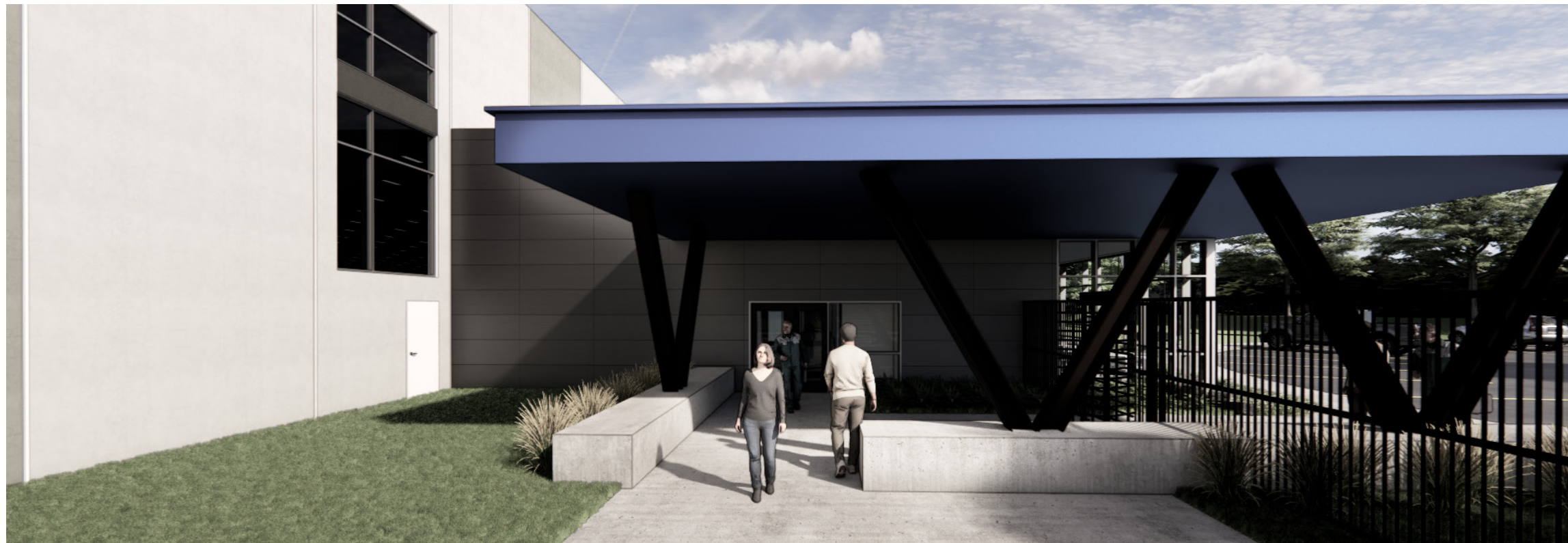
- Exterior Plant Remains
Proposed as Pre-Cast Panels
- Exterior Office is proposed
as Architectural Metal Panels





08 | **OFFICE - EXTERIOR RENDERS - MAIN ENTRY**

- Exterior Office is proposed as Architectural Metal Panels



09 | OFFICE - EXT. RENDERS - EMPLOYEE ENTRY

- Exterior Office is proposed as Architectural Metal Panels



EN-V G Series (Galvanized Steel)

The concept of the EN-V Collection is to provide the best value for a fully tested architectural rainscreen system. We also want to offer a wide range of finish and material options so that value doesn't have to equal boring. The EN-V G Series uses a brand new ultra-matte finish on a galvalume substrate to create a product that has a unique and beautiful finish and the lowest price of any EN-V panel we offer. We offer four standard colors with custom colors available, and they come with a 20-year finish warranty standard.

Standard Colors



Available Sizes

*dimensions are center line to center line.

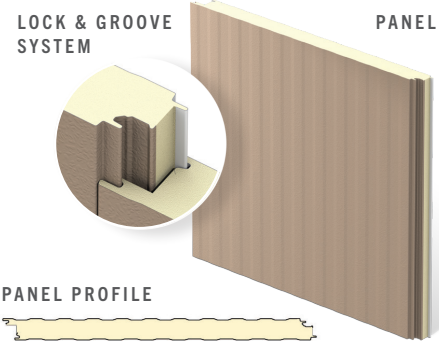
Width x Height	
18" x 48"	72" x 16"
24" x 48"	72" x 18"
30" x 30"	48" x 24"
48" x 16"	60" x 24"
60" x 16"	72" x 24"



CF LIGHT MESA

INSULATED METAL WALL PANEL WITH PUR FOAM CORE

The Metl-Span CF Light Mesa insulated metal panel is well suited for exterior and interior walls and ceiling applications. The shallower version of the Mesa profile creates symmetry on the outside of the building and room to room within. The minor rib provides a flattened appearance. Light Mesa panels are ideal for commercial, institutional and industrial applications.



PRODUCT SPECIFICATIONS

WIDTH • 30", 36", 42"

THICKNESS • 2", 2½", 3", 4", 5", 6", 8"
Note: 5", 6" & 8" available for Interior Panels Only

LENGTH **NON-DIRECTIONAL EMBOSSED**
 8'-0" to 32'-0" Horizontal
 8'-0" to 52'-0" Vertical

UNEMBOSSED
 8'-0" to 16'-0" Horizontal
 8'-0" to 16'-0" Vertical

EXTERIOR PROFILE • Lightly profiled ¼" deep, longitudinal planks spaced at nominal 4" on center, embossed or unembossed

EXTERIOR FACE • G-90 galvanized or AZ-50 aluminum-zinc coated steel in 26, 24 and 22 Ga.

INTERIOR PROFILE • Light Mesa, nominal ¼" deep, embossed or unembossed

INTERIOR FACE • G-90 galvanized or AZ-50 aluminum-zinc coated steel, 304 or 316 stainless steel in 26, 24, 22" Ga.

CORE • Foamed-in-place, PUR Foam Core, zero ozone depleting (zero ODP) Class 1 foam

JOINT • Offset double tongue-and-groove with extended metal shelf for positive face fastening

U-FACTORS AND R-VALUES*

U-FACTOR (BTU/h-ft ² ·F)		R-VALUE (h-ft ² ·F/BTU)	
PANEL WIDTH: 42"		PANEL WIDTH: 42"	
2"	0.059	2"	17.5
2.5"	0.046	2.5"	21.9
3"	0.039	3"	26.2
4"	0.029	4"	35.0
5"	0.023	5"	43.7
6"	0.019	6"	52.5
8"	0.014	8"	70.0

** Based on ASTM C518, ASTM C1363 and thermal modeling
 ~ 22 Ga not available for stainless steel
 This profile is not for use as an exterior wall of a low temp application

DESIGN FEATURES & BENEFITS

- Consistent high quality with foamed-in-place panel manufacturing
- Flat surface, easily washable
- Utilizes concealed clips and eliminates thermal short circuits
- Easy and fast installation, with reduced construction labor costs
- Interior and exterior applications
- USDA Compliant stainless steel for use in aggressive or daily wash-down areas

TESTING: CF LIGHT MESA INSULATED METAL WALL PANEL

TEST/ APPROVAL	TEST METHOD	TEST TITLE	RESULTS
Fire US	ASTM E84	Surface Burning Characteristics of Building Materials	Flame spread <25, smoke developed <450
	ASTM E119	Fire Tests of Building Construction Materials	One hour non-load bearing rating with two layers of Type X Gypsum Vertical or horizontal installation
	FM 4880	Class 1 Fire Rating of Insulated Wall, Ceiling and Roof Panels	Product approved Exterior wall requires FM 4881 approval
	NFPA 259	Test Method for Potential Heat of Building Materials	Potential heat of foam plastic insulation contained in the assembly tested in accordance with NFPA 285
	NFPA 285-19	Evaluation of Fire Propagation Characteristics of Exterior Non-Load Bearing Wall Assemblies	Panel assembly met the requirements of the standard
	NFPA 286	Fire Tests for Evaluating Contribution of Wall and Ceiling Finish to Roof Fire Growth	Test specimen met the criteria of the IBC Section 803.1.2.1
Fire Canada	CAN/ULC S101	Fire Endurance Tests of Building Construction and Materials	One hour non-load bearing fire rating with two layers of Type X Gypsum
	CAN/ULC S101	Fire Endurance Tests of Building Construction and Materials	Meets 15 minute stay-in-place requirements
	CAN/ULC S102	Surface Burning Characteristics of Building Materials and Assemblies	Meets the National Building Code of Canada requirements
	CAN/ULC S134	Fire Test of Exterior Wall Assemblies	Complies with the fire-spread and heat-flux limitations required by the National Building Code of Canada
	CAN/ULC S138	Fire Growth of Insulated Building Panels in a Full-Scale Room Configuration	Met the criteria of the standard
Structural	ASTM E72	Strength Tests of Panels for Building Construction	See Load Chart
	ASTM E1592	Structural Performance of Metal Roof and Siding Systems by Uniform Static Air Pressure Differences	See Load Chart
	FM 4881	Class 1 Exterior Wall Structural Performance	See FM Wall Load Chart
Thermal Performance	ASTM C518	Steady-State Thermal Transmission Properties by Means of the Heat-Flow Meter Apparatus	K-Factor of 0.114 BTU.in/hr.ft ² ·F at 35° F mean core
	ASTM C1363	Thermal Performance of Building Materials and Envelope Assemblies	See Thermal Performance Guide
Air Infiltration	ASTM E283	Rate of Air Leakage Through Curtain Walls Under Specified Pressure Differences	<0.01 cfm/ft ² at 20 psf Vertical or horizontal installation
Water Infiltration	ASTM E331	Water Penetration of Exterior Walls by Uniform Static Air Pressure Differences	No uncontrolled leakage when tested to a static pressure of 20 psf Vertical or horizontal installation
Special Approval	Miami-Dade NOA	Product Approval for City of Miami and Dade County	Product has City of Miami and Dade County Notice of Acceptance
	State of Florida	Product Approval for the State of Florida	Product has State of Florida approval

Note: Miami Dade and Florida testing is not available on 8" thickness.

Descriptions and specifications contained herein were in effect at the time this publication was approved for printing. In a continuing effort to refine and improve products, Metl-Span reserves the right to discontinue products at any time or change specifications and/or designs without incurring obligation. To ensure you have the latest information available, please inquire or visit our website at metlspan.com.

Micele asked if the proposal matched the master plan to which Smith responded in the affirmative.

Zapata, noted that there was a comment given to commissioners and the note spoke to what Weller was speaking of. Zapata asked staff why a proposal for commercial and residential above was denied by planning commission years ago.

Smith responded that the decision predates the form-based code and it would not have been allowed in that zone. It would have been allowed in the current zone, but no proposals were submitted in the years since. Since the property was purchased with the city's Community Development Block Grant funds, the City is not allowed to put commercial on the property, the City would have to turn the property over to someone else and refund the granted money to HUD.

Hofert stated that the intent of purchasing the property with CDBG funds and then select a non-profit developer was to bring affordable owner-occupied housing to the corridor. When you have commercial and residential above it is not as easy to have owner occupied housing units.

Weller wanted to confirm if another parcel with the same zoning (Corridor Center) was to submit for commercial on the bottom and residential above it would be allowed.

Hofert confirmed if it was in the Corridor Center zone, it would be an allowed use. A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

AGENDA ITEM NO. 4

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Scannell Properties)

Hofert explained that the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land. Hofert said that the project is returning to Planning Commission due to major changes to the site plan. She noted that, as a returning item, commissioners should already be familiar with this project and she would move more quickly through some of the elements that had not changed.

The project includes a 299,845 square foot facility and an additional 17,120 square foot single story office area. The development includes loading docks adjacent to the railroad. Access for the site is provided off 40th Street/Stafford Avenue and a shared drive off Buchanan Avenue.

Hofert shared the following staff comments:

Site 36 is a 75-acre former auto plant site. The plant opened in 1936 and GM closed operations in 2009. The city worked with RACER Trust to clean-up the property for redevelopment. The site has a restrictive covenant due to the former auto plant use.

This project received planning commission approval and city council approval in May 2024. Since then, the developer has made several revisions to the originally approved site plan which the city planning office deemed “major” and therefore an additional review by planning commission and city council is required. The revisions include:

- A 50’ expansion to the north for new truck bays. This increased the building’s foot print by 20,895 square feet.
- Revised parking layout and office footprint.
- Revised façade to reduce pre-cast stone and include architectural metal panels and insulated metal panels.

Other staff comments:

- Section 90-433B(6) Architectural/design standards.
 - *The development, redevelopment or improvement of any building(s) located on an auto plant property shall use an architectural style that reflects a common theme or pattern that is aesthetically consistent and is compatible with surrounding properties.*
 - The new development is aesthetically consistent and compatible with adjacent and surrounding properties. This requirement is met.
 - *All walls exposed to public view from a public street or adjacent residential area shall be constructed of not less than 75 percent brick, face brick, stone, cast stone, or other quality materials as determined by the planning commission from finished grade to roof level. High quality materials on other exposed exterior surfaces such as brick, stone, wood or stucco are encouraged.*
 - Section 90-433B(10)(c) permits for a waiver to be granted if “*There are architectural features or design standards incorporated into a proposed development plan that differ from the requirements of this section but that generally achieve the objectives of this section.*” The building is proposed to be built with a combination of pre-cast concrete panels, architectural metal panels and insulated metal panels. Pre-cast concrete is generally similar to cast stone and face brick and meets the requirements of this section. Architectural metal panels are proposed on the south facing office component of the building and will enhance the building’s appearance. The insulated metal panels are proposed on a portion of the north building, this is to facilitate future expansion. Staff is recommending the waiver be granted based on the variety of high- quality materials being used. These

enhancements improve the overall aesthetic of the building and meet the objective of this section.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Site plan review in conformance with the following applicable standards as follows is required:

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan contains an appropriate amount of detail to sufficiently understand the proposed development. The site plan outlines where the proposed building footprint will occur as well as provides details on landscaping, parking, and site circulation.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The plan meets the minimum dimensional requirements. The development includes one approximately 316,965 square foot building.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

The plan meets minimum requirements. A landscaping plan includes planting areas adjacent to 40th Street/Stafford Avenue.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

The site is a former auto plant property. It is a brownfield and is currently covered in cracked concrete and other impervious surface. The redeveloped property will include new landscaping per code requirements.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*

Adequate drainage and stormwater management has been provided at the site. The developer will connect to the storm sewer provided via the property to the north.

- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*
Appropriate measures are provided.
- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*
Adequate ingress and egress are provided. The property has two access points: one entry on the east off Buchanan Avenue that is shared with the future developments and another entry off of 40th Street/Stafford Avenue. A shared access agreement will be in place for the shared drive off Buchanan Avenue.
- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*
Appropriate circulation and emergency vehicle access are provided.
- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*
The circulation pattern is sufficient for access. A new shared drive will be constructed at the northern end of the parcel to provide access to Buchanan Avenue.
- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*
There is limited interior pedestrian circulation. The site does have a sidewalk along the front of the property that will connect to the new north-south non-motorized path.
- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*
The proposed use is not expected to have an adverse effect upon existing roads and traffic patterns. The City's Engineering Department reviewed the traffic inflow and outflow projected for this site and determined a TIA is not required for this project.

(12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

The proposed development can be served by public services and utilities. A storm water easement is in place on the property to the north to provide access to this site.

(13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

All site redevelopment standards will be met.

Hofert said that the Development Review Team recommends the Planning Commission grant site plan approval for Benteler Automotive at 3901 Buchanan Avenue SW, subject to conditions 1-10 down below, and recommend the same to City Council. It was also recommended that the waiver for Section 90-433B(10)(c) be granted by Council.

- 1.) Site plan approval is contingent upon finalizing the site plan to satisfy all comments (General, Detailed, and Stormwater comments) required by the City of Wyoming Engineering Department.
- 2.) Drive approaches shall be constructed to City of Wyoming standard details.
- 3.) Site Plan shall show all existing and proposed utilities (40th Street).
- 4.) Provide plan and profile plans for public utilities. Provide due-care plan for public watermain.
- 5.) Provide details for site storm sewer and sanitary sewer.
- 6.) Fire Lane no parking signage will be required.
- 7.) Knox Fire Access systems will be required.
- 8.) Must meet all fire codes through full plan review process.
- 9.) Confirm address with Assessor's Office.
- 10.) The developer shall provide copies of the shared drive easement to the City.

Micele asked if the developer would like to add to Hofert's presentation.

Michael Conzemius, Scannell Properties, informed commissioners that the scope was refined after looking more into the site and what was needed.

A motion was made by VanDuren, supported by Weller, to grant site plan approval at 3901 Buchanan Ave SW.

A vote on the motion passed unanimously.

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION OF THE
CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes certain fees by resolution.
2. These fees are reviewed periodically ensure they properly address related costs.
3. A section of the existing Fee Schedule needs to be amended.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming hereby adopts the attached revision to the following section of the Fee Schedule:

Section II – Building Inspections

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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Proposed Fee Schedule

STAFF REPORT

Date: August 27, 2024
Subject: Amendment to Building Inspections Fee Schedule
From: Paul Smith, Assistant Director of Community & Economic Development
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community & Economic Development
Meeting Date: September 3, 2024

RECOMMENDATION

It is recommended that City Council approve the resolution to amend a portion of the City of Wyoming Fee Schedule to remove the "Deposits for extra inspection fees."

ALIGNMENT WITH STRATEGIC PLAN

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

DISCUSSION

Commercial building permits for construction values up to \$250,000 and all residential building permits currently require a \$120.00 deposit to cover the cost of up to three extra inspections. The intent was to discourage the misuse of the City of Wyoming's inspectors' time. However, these deposits are almost always returned.

The neighboring communities do not collect similar deposits. The City of Wyoming is an outlier in burdening residents and contractors with this requirement. This creates unnecessary friction for our local construction businesses and creates confusion for contractors that work primarily in other locales.

Additionally, these deposits create a significant administrative burden for Wyoming staff. No fewer than five staff members are involved in administering these deposits. Community & Economic Development, Finance, and Treasurer all play a role in collecting, reviewing, and refunding these deposits. The cost of this administration likely exceeds the revenue collected. The fees for extra inspections could more efficiently be collected on a case-by-case basis, rather than burdening contractors and staff with this deposit process.

BUDGET IMPACT

The recommended change is expected to be budget neutral. These deposits for extra inspections fees are fully refunded for most projects and the administrative cost savings should offset the lost revenue.

II - BUILDING INSPECTIONS DEPARTMENT

APPEALS:

Construction Board of Appeals	\$ 350.00
Housing Board of Appeals	200.00
Zoning Board of Appeals	
Residential (one - and two-family) and accessory uses	275.00
All other uses	525.00
Interpretations	250.00
Special meeting (requested by petitioner)	300.00

For the purpose of computing fees based on valuation, all construction cost other than for residential buildings, including underground and surface improvements, shall be based upon the value of cost of a building project as determined by the contract price, including all subcontracts such as electrical, plumbing, mechanicals, parking lots, etc. The building applicant shall present evidence of these costs to the Building Official.

Fee for work without a permit:

If any work is commenced before a permit is obtained, an administrative investigation and process fee equivalent to 200% of the appropriate fee set forth herein shall be paid to the City before a permit is issued.

BUILDING PERMITS:

Commercial, industrial, and multi-family estimated construction value/permit formula:

Base Fee – first \$1,000 of value	60.00
\$1,000 - \$15 million cost – base fee & \$7.00 per \$1,000 value, plus 25% plan review	
\$15 million and over cost – use above rate, and then add \$5 per \$1,000 valuation and 20% plan review for balance of project value	

Construction costs for residential valuation computation (per sq. ft.)

1st Floor (including one bath)	70.00
2nd Floor	65.00
Unfinished walkout	2,000.00
Finished walkout area	25.00
Porches and decks (per sq. ft.)	15.00
Attached accessory buildings, garage, etc.	20.00
Commercial detached accessory buildings, garage, etc. (> 120 sq. ft.)	22.00
Residential accessory buildings, garages, etc. (>200 sq ft)	22.00
Fireplace chimney with one fireplace	2,000.00
Additional fireplace on same chimney	750.00
Extra full bath	3,500.00
Extra half bath	2,500.00

Miscellaneous building/land use fees:

Modular homes in parks	150.00
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Sign permits (per sign):

Pedestrian sign (annual)	35.00
Permanent	100.00
Portable (per week)	35.00
Temporary Signs (per week)	35.00
-including trailer mount, banners, flags, streamers, balloons	
-for specific requirements see City Zoning Code Chapter 90, Article XXIII Signs	

Swimming Pools:

Bonding and insurance fees related to Section 1906.1 of the City Code follow:

Construction bond	1,000.00
Insurance (City named as additional insured)	\$200,000.00
Swimming Pools (above ground)	90.00
Swimming Pools (in ground)	140.00

Gasoline, explosive oils and naphtha storage tank installation	140.00
Gasoline station storage tank permits (abandoned or closed gas stations, per tank)	70.00
Initial license	700.00
Annual renewal	350.00
Peat mining	
Initial license	700.00
Annual renewal	350.00
Zoning compliance letter	25.00

Extra Inspection: fees and deposits

1. Extra inspection fees and deposits shall apply only to projects where the building permit is issued for \$250,000 or less of construction value as determined by the Code. Permits for residential barrier free entry ramps and residential siding installations are exempt from deposits.
2. "Extra inspection" shall mean any building inspection in addition to the inspections listed below:
 - a. Residential house, addition and alteration permits: foundation rough-in, final, plus one additional;
 - b. Residential garage, pools, and miscellaneous permits: 2 inspections;
 - c. Commercial/industrial/multi-family permits: foundation, rough, firestop, final plus one addition; and
 - d. Sign permits: 2 inspections.
3. A fee of \$40.00 shall be charged for each extra inspection.
4. A fee of \$60.00 per inspection shall be charged for requested inspections where no permit is required.
5. ~~Deposits for extra inspection fees:~~
~~Each building permit applicant shall pay a \$120.00 deposit in addition to any permit fees. The deposit will be held by the City and shall be refunded at the close of the permit if extra~~

~~inspections are not required. Any extra inspections shall be charged against the deposit balance (at a rate of \$40.00 per inspection). If the balance becomes zero, the City may issue a stop work order until an additional deposit of \$120.00 is paid. Expired permits and occupancy or use prior to receiving final approval or a Certificate of Occupancy shall result in forfeiture of the deposit.~~

5 6. Under special circumstances, an inspector, with the approval of the Chief Inspector, may waive an extra inspection fee.

Electrical Permits:

Electrical Application fee (Non-refundable and includes 1 inspection)	50.00
Annual factory permit (includes 2 inspections)	130.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Minimum fee, new construction	
Single-family (this fee covers all wiring installed) (MI Residential Code, includes three inspections)	200.00
Special Inspection (per hour for carnival, fair, event, etc.)	60.00
Conduit, grounding or temperature only	45.00
Written report (per hour)	60.00
Certificates	60.00
Hazardous Location Doubles Permit Total Fee	double

Services and subpanels

Meter Set or Mast Repair	10.00
Temporary Service (each location)	17.00
Up to 200 Amp	17.00
Over 200 – thru 600 Amp	30.00
Over 600 – thru 1000 Amp	60.00
Over 1000 Amp / GFPE / Over 600 V	100.00

Alternative Power (Solar, Wind, etc)

System and first 10 KW	40.00
Each additional 1 KW	4.00

Fire Alarms

System and up to 10 devices	60.00
Each additional device	6.00

Circuits of wiring and data/communications outlets

General Branch Circuit	10.00
Lighting Branch Circuit	10.00
Addition, alteration, repair existing, replace per 25 devices or lighting	10.00
Electric Range	10.00
Electric Dryer	10.00
Each furnace or A/C	10.00
Data/Communication outlets per 20	10.00
Microwave	10.00
Electric Water Heater	10.00
Vehicle Charging Station	20.00
Heating Device (per 5000 Watts)	10.00
Pool/Hot Tub (bonding, motor, light and includes 2 inspections)	60.00
Other Fixed Appliances	10.00

Signs

Illuminated signs, per circuit	20.00
Neon Trans / LED power supplies (per unit)	20.00
Bus Ducts and Feeders	
Feeders (per 50')	11.00
Bus Duct (per 50')	11.00
Motors, Generators, Transformers (per HP or KVA)	
Up to 5 HP/KVA	10.00
Over 5 – thru 75 HP/KVA	25.00
Over 75 HP/KVA	50.00
1. Electrical contractor's license, \$60 for term of license.	
2. Facility Contractors License \$60 for term of license.	
3. Fire alarm contractor, \$60 for term of license.	
4. Sign specialty contractor, \$60 for term of license.	
Mechanical (Heating, Cooling, Air Conditioning) Permits:	
Mechanical Application fee	
(Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Commercial	
Underground Inspection	40.00
Rough-In Inspection	40.00
Final Inspection	40.00
Additional Inspections	40.00
A/C, Refrigeration Self-Contained	20.00
A/C Refrigeration Split System	30.00
Chillers	95.00
Chimney Factory Built / Chimney Liner	30.00
Compressors	45.00
Condensers	45.00
Cooling Towers	45.00
Evaporator Coils	30.00
Gas/Oil Burning Equipment/Roof Top Unit	35.00
Heaters (unit, space, water, gas logs, gas fireplace)	15.00
Kitchen Hoods (add duct work)	30.00
Solar Equipment Panels (including piping)	25.00
Solid Fuel Equip. (wood or fireplace stoves)	30.00
Tanks	13.00
Testing	40.00
Ventilation Units and Exhaust fans	
1 to 2,000 CFM	7.00
2,001 CFM to 10,000 CFM	35.00
Over 10,000 CFM	65.00
Air Handler Units	
1 to 2,000 CFM	20.00
2,001 CFM to 10,000 CFM	40.00
Over 10,000 CFM	65.00
Miscellaneous Commercial	
Air Cleaners and Humidifiers	10.00
ERV or HRV	10.00
Heat Pumps or VAV Boxes	10.00

PTACS	10.00
Commercial & Residential (based on each item bid price) Ductwork, Fire Suppression, Gas Piping, and Process Piping	
Bid Price under \$3,000	30.00
\$3,000 - \$7,999	40.00
\$8,000 - \$10,999	55.00
\$11,000 - \$15,000	70.00
Over \$15,000	(\$70.00 plus \$11 for each \$3,000 over \$15,000)
Residential	
Final Inspection	40.00
Additional Inspections	40.00
Air Conditioning Units	30.00
Bath and Kitchen Exhaust Fans	5.00
Chimneys Factory Built Class A	10.00
Chimney Liners	5.00
Heaters (unit, space, gas logs, gas fireplace)	15.00
Heating System (furnaces add ductwork)	50.00
Humidifiers	5.00
Solid Fuel Equip. (wood or fireplace stoves)	20.00
Water Heaters (new construction)	5.00
Residential Replacement Equipment	
Air Conditioning Units / Heat Pumps	20.00
Furnaces	20.00
Water Heaters	5.00
1. Mechanical contractor's license, \$15.00 for term of license.	
Plumbing Permits:	
Plumbing Application Fee	
(Non-refundable and includes 1 inspection)	50.00
Administrative fee (work w/o permit)	80.00
Each additional Inspection	40.00
Schedule of Plumbing Equipment	
Backflow Preventer	5.00
Backwater Valve	5.00
Bath Tub / Shower	5.00
Catch Basin, Sump, Roof Drain	5.00
Dishwashing Machine	5.00
Drinking Fountain	5.00
Floor Drain	5.00
Garbage Disposal	5.00
Grease Trap, Oil Separator	5.00
Laundry Tray, Stand Pipes	5.00
Lavatory	5.00
Lawn Sprinkler	5.00
Refrigerator, Ice Machine, Water Connected Appliances	5.00
Sink, 3 Compartment Pot & Pan	5.00
Sink, Kitchen	5.00
Sink Slop/Service	5.00
Stacks: Soil, Waste, Vent, Re-Vent	5.00
Urinal	5.00
Water Heater	5.00

Water Closet	5.00
Water Distribution Pipe Interior	
3/4" Water Distribution	6.00
1" Water Distribution	10.00
1 – 1/4" Water Distribution	20.00
1 – 1/2" Water Distribution	25.00
2" Water Distribution	30.00
Over 2" Water Distribution	35.00
Medical Gas – License Required	
Medical Gas Piping (per outlet)	5.00
Medical Gas Systems	50.00
Exterior Work Only	
Storm Sewer	60.00
Water Service	60.00
Sanitary Sewer	60.00

1. Plumbing license registration, Master \$15.00 for term of license.

Rental Inspection Fees

Rental properties with 4 or more rental units:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00
Rental properties with less than 4 rental units:	
Initial inspection fee, per unit inspected	175.00
Re-inspection fee, per unit inspected	111.00
Unregistered or uncertified rental properties	500.00
Manufactured Homes within a community:	
Initial inspection fee, per unit inspected	118.00
Re-inspection fee, per unit inspected	90.00

Vacant Building fees:

Vacant building inspection	50.00
Vacant or Abandoned Residential Repair Permit (six month permit)	275.00

Code Enforcement fees:

1st offense – 150% of cost incurred by city
2nd offense – 200% of cost incurred by city
3rd offense – 300% of cost incurred by city
More than three offenses – The greater of 300% of the cost incurred by city or the cost incurred by city plus \$1000 for Each offense

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PK CONTRACTING
TO PERFORM THE RESTRIPING OF BURLINGAME AVENUE
FROM BURTON STREET TO CHICAGO DRIVE

WHEREAS:

1. As detailed in the staff report, it is recommended the City Council accepts a proposal from PK Contracting to perform the restriping of Burlingame Avenue from Burton Street to Chicago Drive for approximately \$22,515.
2. It is further recommended the City Council authorize a contingency in the amount of \$2,200.
3. Funds are available in the Major Streets Fund, Traffic Services Repairs and Maintenance Account No. 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the proposal for the restriping of Burlingame Avenue from Burton Street to Chicago Drive from PK Contracting for approximately \$22,515.
2. The City Council authorizes a \$2,200 contingency.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I 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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract Form

Resolution No. _____

STAFF REPORT

Date: August 26, 2024

Subject: Restriping of Burlingame Avenue from Burton Street to Chicago Drive

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

CC: Myron Erickson, Director of Public Works

Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended the City Council accept a proposal from PK Contracting to remove the existing pavement markings, restripe Burlingame Avenue with a lane reduction and on-street parking from Burton Street to Chicago Drive per the attached Quote No. 24-0310, and approve a contingency of \$2,200 for a total of \$24,715.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

The City of Wyoming is desirous of reducing the through traffic lanes on Burlingame Avenue from Burton Street to Chicago Drive from four lanes to three lanes with on-street parking. This is commonly called a road-diet and offers a safer road configuration for both motorists and pedestrians. The road diet configuration would allow parking on Burlingame Avenue without time restriction (accept during times of snowplowing).

Wyoming received a quote from PK Contracting to perform said work in the amount of \$22,515. The total project cost is \$24,715 to restripe Burlingame Avenue with a road-diet configuration including a \$2,200 contingency. PK Contracting is currently under contract with the City of Wyoming for the 2024 Annual Pavement Markings contract.

BUDGET IMPACT:

Sufficient funds are available in the Major Streets Fund, Traffic Services Repairs and Maintenance Account No. 202-441-47400-930.000.

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN

(MORE THAN \$8,500)

(NO RFP)

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

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

Contractor means:

P.K. Contracting, LLC

[Name of contracting entity]

A Delaware limited liability company

[State and type of entity, e.g., corporation, limited liability company, etc.]

1965 Barrett Dr

[Contractor's street address]

Troy, MI 49084

[Contractor's city, state & zip]

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

Effective Date means: September 4, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

Contractor: P.K. Contracting, LLC

By: _____
Robert Postema, Mayor Pro-Tem

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

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>.

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

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

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

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

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

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

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**



MAIN OFFICE
 1985 Barrett Drive
 Troy, MI 48064-5372
 Phone 248-362-2130
 Fax 248-362-4989

To:	WYOMING, CITY OF	Contact:	BRIAN SARBER
Address:	1155 28TH STREET SW WYOMING, MI 49509	Phone:	(616) 530-7226
		Fax:	(616) 530-7200
Project Name:	BURLINGAME BURTON TO CHICAGO WYOMING	Bid Number:	24-0310
Project Location:	KENT COUNTY	Bid Date:	

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Pavement Markings	1.00	LS	\$22,515.000	\$22,515.00

Total Bid Price: \$22,515.00

Notes:

- QUOTE IS BASED ON ONE MOVE IN FOR FINAL MARKINGS AT COMPLETION OF PROJECT. ADDITIONAL MOVE INS AT \$1,250.00 PER DAY.
- QUOTE IS BASED ON REMOVING AND RESTRIPIING BURLINGAME BETWEEN BURTON AND CHICAGO PER EMAIL FROM BRIAN SABER.
- QUOTE IS BASED ON ALL MARKINGS BEING APPLIED WITH ONE AP OF WATERBORNE PAINT.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: PK CONTRACTING, INC.</p> <p>Authorized Signature: _____</p> <p>Estimator: Greg Moody (248) 362-2130 greg@pkcontracting.com</p>
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RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID FOR THE FISHER AVENUE
IMPROVEMENTS PROJECT AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On August 20, 2024, the City received three (3) bids for the proposed project.
2. As detailed in the staff report, it is recommended the City Council award the bid to the low bidder, Schippers Excavating Inc. for \$699,516.
3. It is further recommended the City Council authorize a \$35,000 for engineering and survey and \$50,000 for contingency.
4. Funds are available in the 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, and Sewer Fund, Capital Outlay Sanitary Sewer Account No. 590-441-54400-972.544 but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the bid for the Fisher Avenue Improvements Project from Schippers Excavating Inc. for \$699,516.
2. The City Council authorizes \$35,000 for engineering and survey and \$50,000 for contingency.
3. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
4. The City Council authorizes the Mayor and City Clerk to sign the contract.
5. The City Council approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Bid Comparison
Contract Form

Resolution No. _____

STAFF REPORT

Date: August 27, 2024
Subject: Award of Bid for the Fisher Avenue Improvements Project
From: Grant Simons, Civil Engineer
Date of Meeting: September 3, 2024

RECOMMENDATION:

It is recommended the City Council award a bid to Schippers Excavating Inc. for the Fisher Avenue Improvements Project in the amount of \$699,156, authorize spending \$35,000 for engineering and survey, and approve a \$50,000 contingency for a total of \$784,156.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Fisher Avenue south of 54th Street is a gravel road without water, sanitary, and storm utilities. The road and surrounding properties frequently flood when the Buck Creek water level is high. In order to prevent future frequent maintenance of the gravel road, the Engineering Department has designed a plan to pave the road, which also includes installing storm sewer to improve drainage and installing watermain and sanitary sewer for adjacent properties to connect to.

On August 20, 2024, Wyoming received three (3) bids for the Fisher Avenue Improvements Project. The low bid was submitted by Schippers Excavating Inc. in the amount of \$699,516.

TABULATION:

Bid Tabulation is attached.

BUDGET IMPACT:

The project cost can be financed out of the 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, and Sewer Fund, Capital Outlay Sanitary Sewer Account No. 590-441-54400-972.544 but a budget amendment is necessary.

Bid Award	\$ 699,516	
Engineering and Survey	\$ 35,000	(Approx. 5% of Bid Award)
Contingency	<u>\$ 50,000</u>	
TOTAL	\$ 784,516	
Local Streets Fund	\$654,516	
Capital Improvement Fund	\$ 80,000	
Sewer Fund	<u>\$ 50,000</u>	
TOTAL	\$784,516	

Bid Comparison

Contract ID: 2024.02
Description: Road and utility Construction
Location: Fischer Ave
Projects(s): Fischer

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$553,255.00	-20.90%	0.00%
1	(_7) Schippers Excavating Inc.	\$699,516.00	0.00%	26.43%
2	(_14) Wyoming Excavators, Inc.	\$713,568.00	2.00%	28.97%
3	(_4) Dykema Excavators, Inc.	\$737,756.25	5.46%	33.34%

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Schippers Excavating Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$24,000.00	\$24,000.00	\$45,000.00	\$45,000.00	\$35,500.00	\$35,500.00
	MOBILIZATION								
0002	1001	.1	Acre	\$14,300.00	\$1,430.00	\$20,000.00	\$2,000.00	\$20,000.00	\$2,000.00
	CLEARING								
0003	1008	20	Ft	\$8.00	\$160.00	\$12.00	\$240.00	\$12.00	\$240.00
	REMOVE CURB AND GUTTER								
0004	1045	1,270	Syd	\$8.00	\$10,160.00	\$14.00	\$17,780.00	\$4.00	\$5,080.00
	REMOVE PAVEMENT								
0005	1060	224	Ft	\$1.00	\$224.00	\$6.00	\$1,344.00	\$9.00	\$2,016.00
	REMOVE FENCE								
0006	1143	1	Ea	\$200.00	\$200.00	\$400.00	\$400.00	\$348.00	\$348.00
	REMOVE EX VALVE AND BOX								
0007	1168	1	Ea	\$356.00	\$356.00	\$400.00	\$400.00	\$464.00	\$464.00
	REMOVE EX HYDRANT								
0008	1170	30	Ft	\$10.00	\$300.00	\$10.00	\$300.00	\$12.00	\$360.00
	REMOVE EX WATERMAIN								
0009	1198	1	LSUM	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00
	DEWATERING								
0010	1224	2	Ea	\$100.00	\$200.00	\$200.00	\$400.00	\$116.00	\$232.00
	REMOVE GUARD POST								
0011	3180	330	Ft	\$131.00	\$43,230.00	\$110.00	\$36,300.00	\$228.00	\$75,240.00
	SANITARY SEWER 8" (0' - 14' DEPTH)								
0012	3275	2	Ea	\$1,900.00	\$3,800.00	\$4,800.00	\$9,600.00	\$6,250.00	\$12,500.00
	SANITARY SEWER MANHOLE 4' DIA (0' - 14' DEPTH)								
0013	3350	1	Ea	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,920.00	\$1,920.00
	6" SANITARY LATERAL								
0014	4000	900	Ft	\$8.00	\$7,200.00	\$14.00	\$12,600.00	\$10.00	\$9,000.00
	6" UNDERDRAIN IN GEOTEXTILE								
0015	4012	9	Syd	\$19.00	\$171.00	\$110.00	\$990.00	\$325.00	\$2,925.00
	RIP-RAP OVER GEOTEXTILE								
0016	4016	5	Ea	\$3,615.00	\$18,075.00	\$3,000.00	\$15,000.00	\$3,794.00	\$18,970.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Schippers Excavating Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	4031	6	Ea	\$580.00	\$3,480.00	\$1,000.00	\$6,000.00	\$580.00	\$3,480.00
	COVER AND CASTING								
0018	4032	5	Ea	\$800.00	\$4,000.00	\$800.00	\$4,000.00	\$830.00	\$4,150.00
	CATCH BASIN COVER AND CASTING								
0019	4201	328	Ft	\$104.00	\$34,112.00	\$70.00	\$22,960.00	\$120.00	\$39,360.00
	STORM SEWER 12" (0' - 14' DEPTH)								
0020	4241	503	Ft	\$120.00	\$60,360.00	\$100.00	\$50,300.00	\$154.00	\$77,462.00
	STORM SEWER 24" (0' - 14' DEPTH)								
0021	4370	1	Ea	\$12,000.00	\$12,000.00	\$2,000.00	\$2,000.00	\$11,450.00	\$11,450.00
	CHECK VALVE								
0022	4400	3	Ea	\$1,900.00	\$5,700.00	\$3,000.00	\$9,000.00	\$3,886.00	\$11,658.00
	DRAINAGE STRUCTURE 4' DIA (0' - 14' DEPTH)								
0023	4410	1	Ea	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$5,296.00	\$5,296.00
	DRAINAGE STRUCTURE 5' DIA (0' - 14' DEPTH)								
0024	5040	2	Ea	\$3,990.00	\$7,980.00	\$5,000.00	\$10,000.00	\$4,105.00	\$8,210.00
	HYDRANT								
0025	5076	2	Ea	\$1,750.00	\$3,500.00	\$1,600.00	\$3,200.00	\$1,851.00	\$3,702.00
	VALVE 6"								
0026	5101	20	Ft	\$85.00	\$1,700.00	\$95.00	\$1,900.00	\$151.00	\$3,020.00
	D.I. CL 53 WATERMAIN 6"								
0027	5102	435	Ft	\$110.00	\$47,850.00	\$124.00	\$53,940.00	\$143.00	\$62,205.00
	D.I. CL 53 WATERMAIN 8"								
0028	5201	1	Ea	\$615.00	\$615.00	\$400.00	\$400.00	\$919.00	\$919.00
	6" D.I. WATERMAIN FITTING								
0029	5202	7	Ea	\$860.00	\$6,020.00	\$600.00	\$4,200.00	\$1,190.00	\$8,330.00
	8" D.I. WATERMAIN FITTING								
0030	5602	1	Ea	\$1,400.00	\$1,400.00	\$3,500.00	\$3,500.00	\$3,640.00	\$3,640.00
	1.5" WATER SERVICE								
0031	6010	2,065	Syd	\$12.00	\$24,780.00	\$15.00	\$30,975.00	\$8.00	\$16,520.00
	PLACE SAND CLII SUBBASE (AS REQUIRED)								
0032	6105	350	Cyd	\$7.00	\$2,450.00	\$55.00	\$19,250.00	\$44.00	\$15,400.00
	MISCELLANEOUS GRAVEL								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Schippers Excavating Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0033	6114	1,000	Ft	\$20.00	\$20,000.00	\$40.00	\$40,000.00	\$45.00	\$45,000.00
	STREET GRADE								
0034	6139	2,060	Syd	\$10.00	\$20,600.00	\$11.50	\$23,690.00	\$13.50	\$27,810.00
	4" AGGREGATE BASE (CIP)								
0035	6220	355	Ft	\$24.00	\$8,520.00	\$65.00	\$23,075.00	\$34.00	\$12,070.00
	CONCRETE GUTTER, 48"								
0036	6240	450	Ft	\$23.00	\$10,350.00	\$48.00	\$21,600.00	\$23.50	\$10,575.00
	CONCRETE CURB AND GUTTER, 30"								
0037	6241	660	Ft	\$23.00	\$15,180.00	\$48.00	\$31,680.00	\$29.00	\$19,140.00
	CONCRETE CURB AND GUTTER, 30", ROLLED								
0038	6245	1	Ea	\$100.00	\$100.00	\$3,000.00	\$3,000.00	\$986.00	\$986.00
	DRAINAGE STRUCTURE CONCRETE COLLAR								
0039	6295	13	Ea	\$570.00	\$7,410.00	\$1,000.00	\$13,000.00	\$789.00	\$10,257.00
	ADJUST CASTINGS								
0040	6347	438	Ton	\$75.00	\$32,850.00	\$107.00	\$46,866.00	\$102.00	\$44,676.00
	HMA MIXTURE - 4EML								
0041	6348	210	Ton	\$80.00	\$16,800.00	\$122.00	\$25,620.00	\$116.00	\$24,360.00
	HMA MIXTURE - 5EML								
0042	6399	142	Ton	\$155.00	\$22,010.00	\$200.00	\$28,400.00	\$169.00	\$23,998.00
	HMA DRIVE APPROACH								
0043	7005	1,600	Syd	\$7.00	\$11,200.00	\$5.00	\$8,000.00	\$8.00	\$12,800.00
	TOP SOIL 4" SCREENED								
0044	7015	1,600	Syd	\$2.50	\$4,000.00	\$2.00	\$3,200.00	\$2.00	\$3,200.00
	CLASS A SEED HYDRO-MULCH								
0045	7020	170	Syd	\$1.00	\$170.00	\$2.50	\$425.00	\$3.00	\$510.00
	MULCH BLANKET								
0046	7022	80	Ft	\$3.50	\$280.00	\$3.00	\$240.00	\$2.00	\$160.00
	SOIL EROSION SILT FENCE								
0047	7023	10	Ea	\$150.00	\$1,500.00	\$400.00	\$4,000.00	\$200.00	\$2,000.00
	EROSION CONTROL INLET SEDIMENT TRAP								
0048	7024	50	Ft	\$15.00	\$750.00	\$40.00	\$2,000.00	\$80.00	\$4,000.00
	TURBIDITY CURTAIN								

Line	Pay Item Code	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Schippers Excavating Inc.		(2) Wyoming Excavators, Inc.	
				Bid Price	Total	Bid Price	Total	Bid Price	Total
0049	7039	106	Ft	\$40.00	\$4,240.00	\$105.00	\$11,130.00	\$83.00	\$8,798.00
	FURNISH AND INSTALL FENCE								
0050	7041	106	Ft	\$15.00	\$1,590.00	\$15.00	\$1,590.00	\$10.00	\$1,060.00
	TEMPORARY FENCE								
0051	8010	1	LSUM	\$12,000.00	\$12,000.00	\$19,500.00	\$19,500.00	\$7,160.00	\$7,160.00
	MINOR TRAFFIC CONTROL DEVICES								
0052	8110	1	Ea	\$110.00	\$110.00	\$100.00	\$100.00	\$80.00	\$80.00
	BARRICADE TYPE III LIGHTED - FURNISHED								
0053	8111	1	Ea	\$22.00	\$22.00	\$1.00	\$1.00	\$1.00	\$1.00
	BARRICADE TYPE III LIGHTED - OPERATED								
0054	8115	20	Ea	\$19.00	\$380.00	\$20.00	\$400.00	\$18.00	\$360.00
	42 INCH CHANNELIZING DEVICE - FURNISHED								
0055	8116	20	Ea	\$2.00	\$40.00	\$1.00	\$20.00	\$1.00	\$20.00
	42 INCH CHANNELIZING DEVICE - OPERATED								
0056	8120	1	Ea	\$290.00	\$290.00	\$400.00	\$400.00	\$350.00	\$350.00
	LIGHTED ARROW TYPE A - FURNISHED								
0057	8121	1	Ea	\$110.00	\$110.00	\$100.00	\$100.00	\$100.00	\$100.00
	LIGHTED ARROW TYPE A - OPERATED								
Bid Totals:					\$553,255.00		\$699,516.00		\$713,568.00

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0001	1000	1	LSUM	\$65,000.00	\$65,000.00		\$0.00		\$0.00
	MOBILIZATION								
0002	1001	.1	Acre	\$25,000.00	\$2,500.00		\$0.00		\$0.00
	CLEARING								
0003	1008	20	Ft	\$10.00	\$200.00		\$0.00		\$0.00
	REMOVE CURB AND GUTTER								
0004	1045	1,270	Syd	\$5.00	\$6,350.00		\$0.00		\$0.00
	REMOVE PAVEMENT								
0005	1060	224	Ft	\$10.00	\$2,240.00		\$0.00		\$0.00
	REMOVE FENCE								
0006	1143	1	Ea	\$500.00	\$500.00		\$0.00		\$0.00
	REMOVE EX VALVE AND BOX								
0007	1168	1	Ea	\$500.00	\$500.00		\$0.00		\$0.00
	REMOVE EX HYDRANT								
0008	1170	30	Ft	\$20.00	\$600.00		\$0.00		\$0.00
	REMOVE EX WATERMAIN								
0009	1198	1	LSUM	\$35,000.00	\$35,000.00		\$0.00		\$0.00
	DEWATERING								
0010	1224	2	Ea	\$200.00	\$400.00		\$0.00		\$0.00
	REMOVE GUARD POST								
0011	3180	330	Ft	\$160.80	\$53,064.00		\$0.00		\$0.00
	SANITARY SEWER 8" (0' - 14' DEPTH)								
0012	3275	2	Ea	\$5,385.00	\$10,770.00		\$0.00		\$0.00
	SANITARY SEWER MANHOLE 4' DIA (0' - 14' DEPTH)								
0013	3350	1	Ea	\$4,575.00	\$4,575.00		\$0.00		\$0.00
	6" SANITARY LATERAL								
0014	4000	900	Ft	\$15.00	\$13,500.00		\$0.00		\$0.00
	6" UNDERDRAIN IN GEOTEXTILE								
0015	4012	9	Syd	\$150.00	\$1,350.00		\$0.00		\$0.00
	RIP-RAP OVER GEOTEXTILE								
0016	4016	5	Ea	\$2,950.00	\$14,750.00		\$0.00		\$0.00
	DRAINAGE STRUCTURE 4' DIA (CATCH BASIN)								

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.					
Description				Bid Price	Total	Bid Price	Total	Bid Price	Total
0017	4031	6	Ea	\$1,050.00	\$6,300.00		\$0.00		\$0.00
COVER AND CASTING									
0018	4032	5	Ea	\$850.00	\$4,250.00		\$0.00		\$0.00
CATCH BASIN COVER AND CASTING									
0019	4201	328	Ft	\$100.00	\$32,800.00		\$0.00		\$0.00
STORM SEWER 12" (0' - 14' DEPTH)									
0020	4241	503	Ft	\$133.00	\$66,899.00		\$0.00		\$0.00
STORM SEWER 24" (0' - 14' DEPTH)									
0021	4370	1	Ea	\$11,250.00	\$11,250.00		\$0.00		\$0.00
CHECK VALVE									
0022	4400	3	Ea	\$3,150.00	\$9,450.00		\$0.00		\$0.00
DRAINAGE STRUCTURE 4' DIA (0' - 14' DEPTH)									
0023	4410	1	Ea	\$4,550.00	\$4,550.00		\$0.00		\$0.00
DRAINAGE STRUCTURE 5' DIA (0' - 14' DEPTH)									
0024	5040	2	Ea	\$3,925.00	\$7,850.00		\$0.00		\$0.00
HYDRANT									
0025	5076	2	Ea	\$1,700.00	\$3,400.00		\$0.00		\$0.00
VALVE 6"									
0026	5101	20	Ft	\$104.00	\$2,080.00		\$0.00		\$0.00
D.I. CL 53 WATERMAIN 6"									
0027	5102	435	Ft	\$120.00	\$52,200.00		\$0.00		\$0.00
D.I. CL 53 WATERMAIN 8"									
0028	5201	1	Ea	\$915.00	\$915.00		\$0.00		\$0.00
6" D.I. WATERMAIN FITTING									
0029	5202	7	Ea	\$1,135.00	\$7,945.00		\$0.00		\$0.00
8" D.I. WATERMAIN FITTING									
0030	5602	1	Ea	\$4,950.00	\$4,950.00		\$0.00		\$0.00
1.5" WATER SERVICE									
0031	6010	2,065	Syd	\$5.00	\$10,325.00		\$0.00		\$0.00
PLACE SAND CLII SUBBASE (AS REQUIRED)									
0032	6105	350	Cyd	\$40.00	\$14,000.00		\$0.00		\$0.00
MISCELLANEOUS GRAVEL									

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.		Bid Price	Total	Bid Price	Total	Bid Price	Total
				Bid Price	Total						
0033	6114	1,000	Ft	\$45.00	\$45,000.00			\$0.00		\$0.00	
	STREET GRADE										
0034	6139	2,060	Syd	\$9.00	\$18,540.00			\$0.00		\$0.00	
	4" AGGREGATE BASE (CIP)										
0035	6220	355	Ft	\$33.95	\$12,052.25			\$0.00		\$0.00	
	CONCRETE GUTTER, 48"										
0036	6240	450	Ft	\$23.50	\$10,575.00			\$0.00		\$0.00	
	CONCRETE CURB AND GUTTER, 30"										
0037	6241	660	Ft	\$29.00	\$19,140.00			\$0.00		\$0.00	
	CONCRETE CURB AND GUTTER, 30", ROLLED										
0038	6245	1	Ea	\$1,100.00	\$1,100.00			\$0.00		\$0.00	
	DRAINAGE STRUCTURE CONCRETE COLLAR										
0039	6295	13	Ea	\$800.00	\$10,400.00			\$0.00		\$0.00	
	ADJUST CASTINGS										
0040	6347	438	Ton	\$95.00	\$41,610.00			\$0.00		\$0.00	
	HMA MIXTURE - 4EML										
0041	6348	210	Ton	\$100.00	\$21,000.00			\$0.00		\$0.00	
	HMA MIXTURE - 5EML										
0042	6399	142	Ton	\$370.00	\$52,540.00			\$0.00		\$0.00	
	HMA DRIVE APPROACH										
0043	7005	1,600	Syd	\$8.00	\$12,800.00			\$0.00		\$0.00	
	TOP SOIL 4" SCREENED										
0044	7015	1,600	Syd	\$2.00	\$3,200.00			\$0.00		\$0.00	
	CLASS A SEED HYDRO-MULCH										
0045	7020	170	Syd	\$2.50	\$425.00			\$0.00		\$0.00	
	MULCH BLANKET										
0046	7022	80	Ft	\$5.00	\$400.00			\$0.00		\$0.00	
	SOIL EROSION SILT FENCE										
0047	7023	10	Ea	\$150.00	\$1,500.00			\$0.00		\$0.00	
	EROSION CONTROL INLET SEDIMENT TRAP										
0048	7024	50	Ft	\$80.00	\$4,000.00			\$0.00		\$0.00	
	TURBIDITY CURTAIN										

Line	Pay Item Code	Quantity	Units	(3) Dykema Excavators, Inc.		Bid Price	Total	Bid Price	Total
Description				Bid Price	Total			Bid Price	Total
0049	7039	106	Ft	\$200.00	\$21,200.00		\$0.00		\$0.00
FURNISH AND INSTALL FENCE									
0050	7041	106	Ft	\$25.00	\$2,650.00		\$0.00		\$0.00
TEMPORARY FENCE									
0051	8010	1	LSUM	\$8,250.00	\$8,250.00		\$0.00		\$0.00
MINOR TRAFFIC CONTROL DEVICES									
0052	8110	1	Ea	\$80.00	\$80.00		\$0.00		\$0.00
BARRICADE TYPE III LIGHTED - FURNISHED									
0053	8111	1	Ea	\$1.00	\$1.00		\$0.00		\$0.00
BARRICADE TYPE III LIGHTED - OPERATED									
0054	8115	20	Ea	\$18.00	\$360.00		\$0.00		\$0.00
42 INCH CHANNELIZING DEVICE - FURNISHED									
0055	8116	20	Ea	\$1.00	\$20.00		\$0.00		\$0.00
42 INCH CHANNELIZING DEVICE - OPERATED									
0056	8120	1	Ea	\$350.00	\$350.00		\$0.00		\$0.00
LIGHTED ARROW TYPE A - FURNISHED									
0057	8121	1	Ea	\$100.00	\$100.00		\$0.00		\$0.00
LIGHTED ARROW TYPE A - OPERATED									
Bid Totals:					\$737,756.25				

CONTRACT FORM, CONTINUED

Page 2 of 2

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

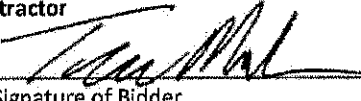
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor

By: 

Signature of Bidder

TREVOR MOELKER

Printed Name of Bidder

ESTIMATOR

Title

Date signed: 8-20-24

CITY OF WYOMING BUDGET AMENDMENT

Date: September 3, 2024

Budget Amendment No. 009

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$50,000 of budgetary authority for the Fisher Ave reconstruction project.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Sewer Fund</u>				
Public Works - Capital Outlay - Sanitary Sewer				
590-441-54400-972.544	\$ 959,300.00	\$ 50,000.00	\$ -	\$ 1,009,300.00
Fund Balance/Working Capital (Fund 590)		<u>\$ -</u>	<u>\$ 50,000.00</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 ACCEPT A PROPOSAL FOR DESIGN SERVICES
FOR THE BYRON CENTER AVENUE AND 56TH STREET DUAL LEFT-TURN PROJECT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended City Council accept a proposal from Colliers Engineering for design services for the Byron Center Avenue and 56th Street Dual Left-Turn project.
2. The proposal is estimated to not to exceed \$74,980 for the required design services.
3. Funds are available in the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Colliers Engineering for design services for the Byron Center Avenue and 56th Street Dual Left-Turn project.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Drawing
Contract

Resolution No. _____

STAFF REPORT

Date: August 27, 2024

Subject: Byron Center Avenue and 56th Street Dual Left-Turn Project

From: Jeff Oonk, Senior Civil Engineer - Engineering

CC: Myron Erickson, Director of Public Works

Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended City Council accept and authorize the Mayor and Clerk to execute an agreement with Colliers Engineering for design services associated with the Byron Center Avenue and 56th Street Dual Left-Turn project in the amount not to exceed \$74,980.

ALIGNMENT WITH STRATEGIC PLAN:

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

DISCUSSION:

Wyoming plans to expand the intersection of Byron Center and 56th Street/Gezon Parkway to add a dual left-turn lane from northbound Byron Center to westbound 56th Street. This will also include widening 56th Street to the west of Byron Center and adding a right-turn lane on Gezon Parkway on the east side of Byron Center. These improvements are recommended in the City of Wyoming 2045 Thoroughfare Plan. Federal funding for a portion of the costs for these improvements is programmed in the 2023-2026 Transportation Improvement Plan through GVMC.

On August 19, 2024, the City of Wyoming received three proposals for design services. Colliers provided a comprehensive proposal and the lowest cost of the three proposals.

BUDGET IMPACT:

Costs can be financed out of the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502.



BYRON CENTER AVE. AND 56TH STREET DUAL LEFT TURN PROJECT

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 4, 2024.

Professional means: Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

[Name of contracting entity]

A Connecticut corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]

560 5th St NW, Ste 305

[Professional's street address]

Grand Rapids, MI 49504

[Professional's city, state & zip]

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:

- Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
- City will pay the Professional in accordance with the Proposal.
- 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. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

5. 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: _____

Robert Postema, Mayor Pro-Tem

By: _____

Kelli VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

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. **Grant Compliance.** If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

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

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

B. Professional, 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. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

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

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

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

B. If Professional engages with others on City's behalf, Professional 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.

5. **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 violation of the standards in this section.

6. **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.

7. **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.

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

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

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

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

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

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

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

B. A party need not follow the §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.

14. Professional Liability and Risk Allocation.

A. Unless the Proposal provides a higher standard of care, 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.

15. 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.
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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 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.

16. General Terms.

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

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

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

EXHIBIT B
PROPOSAL



Engineering
& Design

August 19, 2024

City of Wyoming
Jeffrey Oonk, PE
Engineering Department
2660 Burlingame Ave.
Wyoming, MI 49509

Request for Proposal:
2025 Byron Center Ave. and 56th St. Intersection Improvements

Dear Mr. Oonk,

On behalf of the Colliers Engineering & Design (CED) Team, we are pleased to submit this proposal for Design Services. We understand that the City of Wyoming is seeking a qualified engineering firm to provide roadway and traffic engineering design services for the improvements to the Byron Center Avenue & 56th Street intersection. This project is to be administered through the MDOT Local Agency Program for FY 2025 with construction in the 2025/2026 seasons.

In choosing CED, the City of Wyoming will have a team of experienced professionals who understand the project requirements and will deliver a product that exceeds the City's expectations. Our team members successfully solve similar engineering challenges for other municipalities as well as State and County agencies.

We will strive to promote "*Community, Safety and Stewardship*" by engaging project stakeholders and by supporting the city staff to provide quality infrastructure improvements to Wyoming's 77,000+ residents.

Please do not hesitate to contact me if you need additional information or clarification in reviewing our enclosed proposal. I can be reached 616.292.9897 or at joshua.dudicz@collierseng.com.

We look forward to working with the City of Wyoming staff and its stakeholders on any challenge that arises. **Thank you for considering the Colliers Engineering & Design Team!**

Sincerely,

A handwritten signature in black ink that reads "Josh Dudicz".

Joshua Dudicz, PE / Geographic Discipline Leader, Highways & Traffic Engineering

Design Engineering Services for Byron Center Ave. and 56th Street Intersection Improvements

- ❖ Cover Letter
- ❖ Company Information
- ❖ Project Understanding
- ❖ Organizational Chart
 - CED Resumes
 - CED Staff License Information
- ❖ Project Experience / References
- ❖ Rates
 - CED Hours / Tasks Breakdown

North Central Region Offices

Grand Rapids, MI

Lansing, MI

Southfield, MI

Toledo, OH



For more information, visit www.colliersengineering.com

GENERAL INFORMATION

Name: Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

Address: 560 5th St. NW, Suite 305
Grand Rapids, MI 49504

Phone: 616.827.4270

Authorized Rep: Chad McCollum, PE
Regional Discipline Leader – Highways & Traffic Engineering

Email: chad.mccollum@collierseng.com

Primary Contact: Joshua Dudicz, PE
Geographic Discipline Leader – Highways & Traffic Engineering
616.292.9897

Email: joshua.dudicz@collierseng.com

Organization: Corporation

State of Inc.: Connecticut

Year Founded: 1984

Tax ID: 47-1527546

Licensed: Michigan

Colliers Engineering & Design professional engineers, consultants, and planners provide viable solutions to local public clients and governmental agencies to help meet diverse planning, infrastructure, and capital improvement goals while maintaining function, natural resources, aesthetics, and quality of life. Our services encompass all aspects of public endeavors including local and regional utilities, water resources, parks and recreational spaces, public facilities, roadways, and streetscape design.

Driven by our values of quality, accountability, and safety in the work environment, our dedicated professionals take pride in their commitment to providing clients the highest standards of customer service. Our full-service, in-house resources, advanced technologies, and proven project management approach combine to provide accessibility to resources and strategies that maximize the success of our clients' project potential.

Statement of Understanding

Project Overview

The City of Wyoming plans to improve the Byron Center Avenue and Gezon Parkway / 56th Street intersection through the FY 2025 Federal Congestion Mitigation Program (CM) and will be administered through MDOT's Local Agency Program planned for a June 2025 letting with construction in the 2025/2026 season. The project (JN 214527) has a programmed construction budget of \$500,000 with FHWA approval on 7/1/2022.

The scope of work for this project is to improve the operations of the intersection by adding a second left turn lane from NB Byron Center Avenue to 56th Street including widening of Gezon Parkway and 56th Street from approximately 700' east of Byron Center Avenue to Fieldstone Drive. The improvements also include modifications to the existing traffic signal (with potential replacement if necessary), sidewalk and utility relocations to accommodate the roadway widening. Colliers Engineering and Design (CED) is pleased to submit this proposal for design engineering and construction services for the City. The following sections highlight specific areas of our understanding of the project and our approach to providing high quality services to the City.

Road Design

The intersection of Byron Center Ave SW and 56th Ave SW (Gezon Parkway to the east) is comprised of NHS routes to the north, south, and east legs. The south leg dominates traffic movement, with an AADT of over 19,000 vehicles per day, followed by the north leg at over 17,000 and the east leg at nearly 15,000 vehicles per day. The north and west legs serve as arterial connections for the densely residential area of the City and connections to NHS route freeways of M-6 just south and US-131 further east of the intersection. The University of Michigan Health complex southwest of the corridor is the primary draw for traffic in the area, buoyed by various businesses along the corridor to the south and east. Comprised chiefly of restaurants and banks, a Fire Station, Daycare, and School are also in close proximity to the intersection.

The south leg of the intersection is currently 6 lanes wide, comprised of 2 through lanes for southbound and 4 lanes for northbound in addition to a median island. Northbound currently has 1 dedicated left turn with a painted buffer and 1 right turn lane while this project will reconfigure NB Byron Center to accommodate 2 dedicated left turn lanes. The 2 lanes southbound are currently HMA pavement whereas the 4 lanes northbound are concrete pavement to inhibit rutting at the intersection. The lanes are all currently 11' wide except for the western southbound through movement and the northbound right turn lane which is 12' wide.

The east leg of the intersection is currently 5 lanes wide, comprised of 2 through lanes for eastbound and 3 lanes for westbound. Westbound currently has 1 dedicated lane for each of the through, left and right turn movements, but would be widened to provide 2 through movements by shifting the

right turn lane north. All lanes are currently 11' wide except the southern eastbound through movement and the westbound left turn lane, which are 12' wide.

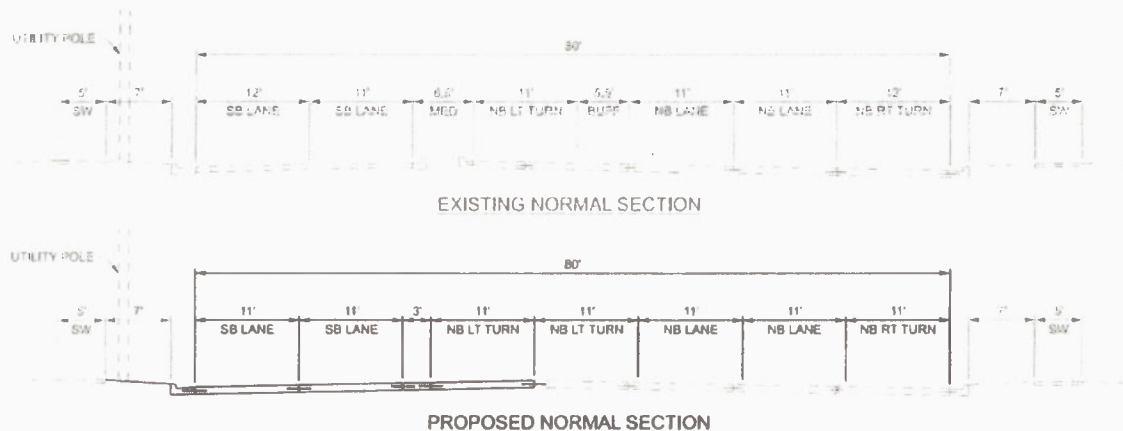
The north leg of the intersection is currently 5 lanes wide, comprised of 3 lanes for southbound and 2 lanes for northbound with a median island. Southbound has a dedicated left turn lane along with a painted buffer to separate it from the two through movements. All lanes are 11' wide except for the outside lanes, which are 12' wide. There are no proposed changes to this leg.

The west leg of the intersection is currently 4 lanes wide, comprised of 3 lanes for eastbound and 1 lane for westbound. Westbound has a dedicated left turn lane and widens to provide an additional through and right turn lane for roughly 170' in advance of the intersection. All lanes are 11' wide, except for the westbound through and right turn lane which is 13' wide. Further west of the intersection the corridor is 3 lanes wide, comprised of 1 through lane in each direction with a median left turn lane. In the proposed condition a westbound through lane will be added from the intersection to Fieldstone Drive SW.

Roadway Cross Section

One of the primary challenges with intersection changes is that any work will have some impacts to each leg, and this is exacerbated by busy intersections such as this. To minimize these disruptions we are proposing to make these modifications to the affected legs utilizing part-width construction and retaining existing pavement to the maximum extent practical and performing widening only where necessary. This not only saves on cost, but also reduces impact to traffic and accelerates construction completion. We have assessed several proposed alternatives to find the best solution to achieve the proposed results.

At the south leg, the addition of a second turn lane can be accommodated without any widening, but this would require removal of the median island permanently with the addition of a 3' buffer between bounds and changing all lanes to 11' wide. This option is illustrated in the figure below. This reduces the need for widening and complicated utility relocations. The existing median island could be maintained south of the driveway to Dollar General and McDonald's keeping vehicles from turning left prior to the intersection. A painted buffer would extend from the island through the intersection. This option would not require any additional ROW along Byron Center Avenue.



At the east leg, the addition of a through lane can be accomplished with or without a buffer between the sidewalk and the road and preserving the existing lanes. Eliminating the buffer, while widening the sidewalk 2', reduces the impact to the J&H Fuel Station property which has landscaping in this area. This impact could be further lessened by reducing the lane widths all to 11' which also reduces the additional pavement necessary but puts the joint (including crown joint) in the wheel path and would require the pavement markings to be updated. The existing ROW in the NW quadrant is located behind the sidewalk which will require additional ROW / easement the relocated sidewalk.

At the west leg, the addition of a westbound through lane 750' beyond the intersection up to the right turn lane of Fieldstone Dr SW is proposed. Widening to the north and retaining the existing lanes minimizes the impact to traffic and eases construction. To reduce impacts to properties to the north, the buffer between the sidewalk and the curb can be eliminated, and the sidewalk widened. The existing ROW in this corridor is generally at the back of the sidewalk, but in front of the Walgreens and AppleTree Daycare facility it is in the existing sidewalk. The addition of the westbound through lane and relocation of the sidewalk will require ROW to be mitigated, both for the aforementioned properties and at least seven residential properties.

Commercial & Residential Driveways

The widening for the additional lane along Gezon Parkway and 56th Street will have impacts to multiple commercial and residential driveways. Of particular concern are the commercial driveways providing access to the AppleTree Daycare, Walgreens Pharmacy, J&H Fuel Station, Wendy's and the 5/3 Bank. While not every drive may be able to be constructed part-width, we will work with the City and the property owners to stage the construction to provide access to these properties to the maximum extent possible. In reviewing the existing ROW on the Kent County Parcel Viewer GIS application, these driveways have limited ROW and may require easements to complete the work.



Sidewalk Relocation & Ramp Design

Sidewalks are present on both sides of the roadways at this intersection. The sidewalk along the north side of Gezon Parkway and 56th Street is 10' providing a shared use pathway connection between the Kent Trails to the west and multiple recreational facilities to the east (Frog Hollow Park, Spartan Nash YMCA and Fred Meijer M-6 Trail) to the east and south. The roadway widening along the north sides of these streets will require reduction or elimination of the existing greenspace between the back of curb and the sidewalk. The greenspace width is approximately 9' in most locations and widens to 15' approaching the intersection with Fieldstone Drive. The additional 11' lane will require eliminating this greenspace while also necessitating reducing the width the 10' shared use path sidewalk if additional ROW is not secured. The commercial properties with landscaping buffers close to the ROW pose significant challenges (and potential costs) to acquisition

of new ROW as does the residence at 2531 56th Street with the front of the house being located approximately 15' from the edge of the existing sidewalk.

Depending on the extent of the traffic signal work and selected option for the additional left turn lane, the sidewalk ramps in the SE and SW quadrants may need to be reconstructed. All proposed sidewalk ramps will need to comply with the current signal push button and slope requirements for the ADA. Given that these sidewalk ramps were reconstructed in 2020, we will work to minimize impacts and maintain them as much as possible. Early identification of proposed ROW and effective coordination with the City / Property Owners will be critical to meeting the MDOT LAP schedule.

ROW & Easements

MDOT LAP procedures (Attachment B of the MDOT Programming Application) require that all new ROW / easements be secured prior to funding obligation, as such meeting the June 2025 letting will require early and effective coordination on proposed ROW / easements. At the project kick-off meeting we propose discussing the extents of anticipated ROW / easements needed, then our team will develop exhibits for the City to use in discussions with the property owners. We will also develop detailed descriptions and exhibits for the City to use in the acquisition process.

Utility Coordination / Anticipated Relocations

Byron Center Avenue and 56th Street have numerous overhead and underground utilities present within the greenspace including overhead power distribution, communications, street lighting as well as underground gas and water mains. To accommodate the widening along Gezon Parkway and 56th Street the following utility items may need to be relocated:

- 6 Fire Hydrant Assemblies
- 7 utility poles (power, street lighting and communications present)
- 2 stand-alone street lighting poles
- Numerous guy anchors for utility pole configurations

Our team understands these utility relocations require time to coordinate and complete in advance of the 2025-2026 construction, as such we propose early and frequent communication with the impacted utility companies to help keep the project on schedule.

Drainage

Providing proper drainage at an intersection is crucial to its safe operation. The intent for this project is to utilize the existing drainage network to the maximum extent possible with minimal changes. The south leg will match the existing drainage pattern and not require any drainage changes. The east leg will require the relocation of two catch basins in the NE quadrant, at the intersection and one in the valley curb between the J&H Fuel Station and Wendy's driveways. Along the north side of the west leg, 5 catch basins will need to be relocated. CED has the personnel and expertise to manage design and analysis of these changes internally. All drainage facilities on the site will be protected through construction.

Preliminary Pavement Design

The existing pavement is a mix of HMA and Concrete pavements, with the intersection itself being predominantly concrete. This includes the approaches to the intersection to inhibit rutting which has been an issue in the past at this intersection. The proposed pavement would in turn follow a similar approach where approach legs would be paved in concrete and departing legs could be paved with HMA. The primary exception would be the south leg if the median island is eliminated, and so concrete would be used to provide a uniform pavement section across both bounds. With the work being done part width, we would propose pavement sections that correspond to the existing pavement depths.

In reviewing the Michigan AADT GIS system, the CAADT for these legs of the intersection range from 301 to 489 commercial vehicles per day. Based on the current version of the MDOT LAP HMA selection guidelines, either Marshall or Superpave mixes are allowable for these legs where new HMA pavement is required. Any data available through the Grand Valley Metro Council will be considered as well. At the project kickoff meeting we will discuss with the City their preference on HMA mix types and develop the pavement design accordingly.

Environmental Assessment

All projects administered through the MDOT LAP program will require preparation and submittal of MDOT Form 5323 "Local Agency Environmental Clearance Form" (revised 02/2024). CED will prepare this form as part of the contract and will coordinate with the City for specific information required from the City to complete this document. CED will work with the City to prepare for, hold and document any public hearings (if required) for the NEPA process. This form will be completed in advance of the Grade Inspection (GI) submittal.

Maintenance of Traffic

Maintenance of traffic will be critical to the overall success of this project. Considering the safety of the road user as well as the Contractor is an important part of the design. We understand that critical emergency services including Wyoming Fire Department Station #3 (with helipad) and the University of Michigan Health West Hospital within close proximity, access is key during construction. We will work with the city to develop a plan that minimizes delays and provides mobility through the work zone. Access will be maintained to all residential and commercial driveways except for short durations when paving. Taking into consideration the vulnerable road users during construction will be important for the safety of all. Pedestrians will be directed to the opposite side of the road when working on sidewalks.

We propose single lane closures on Byron Center Ave in order to remove the raised median island and construct the widening. NB left turns may need to be restricted at times or the signal heads will be moved and allow left turns from the existing through lane. Single lane closure will also be needed on Gezon Parkway. West of Byron Center Ave, the center left turn lane will need to be closed and a single lane in each direction will need to be shifted to the south side of the roadway. Signal heads will need to be adjusted to accommodate the work zones and ensure they remain visible and

functional throughout the construction activities. The signal phasing may need to be modified to split phasing to manage traffic flow and accessibility effectively through the work zone, ensuring safe and efficient movement for all vehicles and pedestrians.

We understand hourly traffic volumes will need to be evaluated to determine Contractor working hours and when some operations may need to be restricted. We understand that the hospital peak hours may not be the normal peak hours because of different shifts.

Traffic Signal

The existing signal is comprised of mast arms with strain poles that have a four-bolt pattern. While the current state standard is for a six-bolt pattern on the strain pole foundations and in an effort to save money on the project, it is our goal to retain the signal foundations and poles if possible. If new foundations and poles are necessary, we will ensure compliance with standards regarding structural and safety requirements. We understand new pedestrian pushbuttons will be necessary with the radii improvements and proposed sidewalk. During the design phase, we will work with the City to verify if a detection system is desired to enhance traffic detection accuracy and improve signal responsiveness. We will also work with the City to determine the emergency pre-emption system to be designed to prioritize emergency vehicles. We will optimize the visibility of signal heads by assessing and adjusting their placement to ensure they are clearly visible from all lanes. We have the ability to assess the current protected left turn signal phasing using Synchro to analyze the queue lengths and turn lane capacities during peak periods to identify necessary adjustments for reducing congestion and enhancing efficiency. Should it be determined that the existing mast arms and foundations cannot be retained, we will work with the city and their consultant MTC to locate the new foundation locations such that geotechnical borings can be obtained.

Surveys

Our team includes 42 North Surveying to provide the topographic surveys for the project. Specifics of the survey are noted below:

- Establish minimum 5 site benchmark(s) In NAVD88 Datum
- Search for boundary controlling points to help map Right of Way
- Full topo within the above limits, individual trees will be collected as there are no wooded portions on this project. Topo all observed features and breaklines (and include curb line, observed utilities / markings, ground elevations, buildings, drives, woodline, etc.).
- Any inverts in observed structures will be obtained (if accessible with standard survey cones and signs & manhole pick)
- We will be submitting a MISSDIG for the site, and we will locate any markings observed.
- All linework / utilities will be connected, symbols for objects / trees shown
- Map Right of Way Limits & Tax ID parcel lines on Drawing - using Legal Description online site information or additional furnished documents

WORK PLAN

Design

CED will schedule a kick-off meeting with the City of Wyoming staff to discuss the project schedule, site specific issues, anticipated ROW needs, construction funding, and to fully understand the City's main objectives and priorities. Our ability to exceed expectations is dependent upon listening to the key project stakeholders and developing a clear scope for the project. Once we understand the concerns and challenges involved, we will refine our work plan and dedicate the appropriate staff to work on the project. This up-front effort is important for getting the design started in the right direction, maintaining schedule, and meeting the budget for construction.

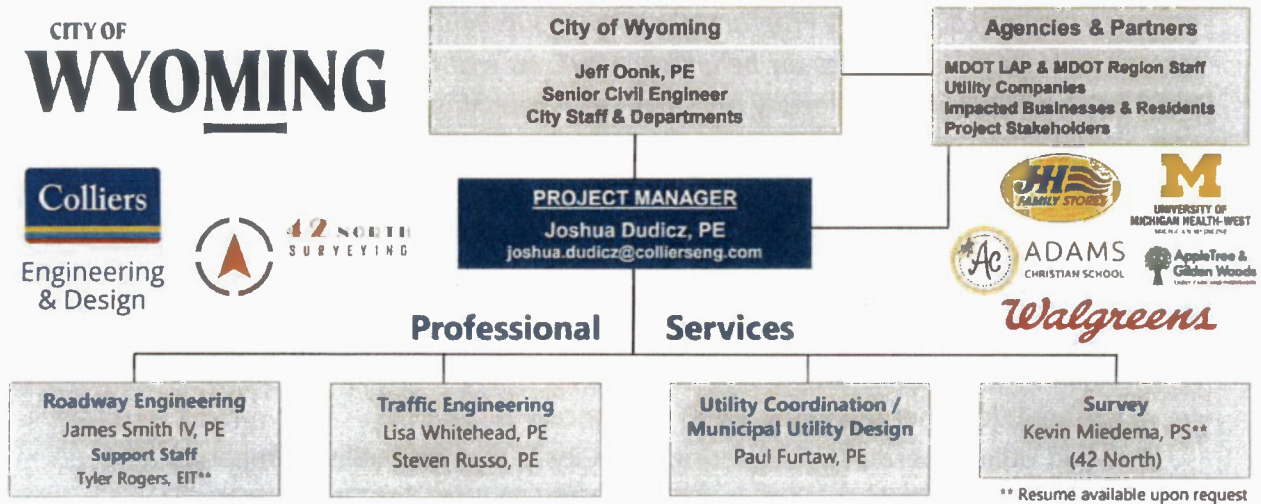
In addition to the NEPA form mentioned previously, all projects administered through the MDOT LAP program have specific requirements that include but are not limited to the development of the MDOT Programming Application, development of pavement designs that follow MDOT HMA Selection Guidance Documents, Maintenance of Traffic Special Provision, Notice to Bidders for Utility Coordination and Progress Clause. *CED is one of the preferred consultants that assists MDOT in administering the Local Agency Program by reviewing submittals for projects across the state and running the Grade Inspection Meetings on behalf of MDOT, as well as packaging projects submitted by local agencies for bid letting.* By selecting CED, the City is selecting an expert in the development of MDOT LAP projects. We understand all the documentation requirements including LAP scheduling and bring that expertise to this project. We will perform the following tasks as described in the RFP:

1. Design Survey
2. Identify potential impacted properties & provide exhibits to City for preliminary negotiations.
3. Begin NEPA documentation per MDOT Form 5323 (including investigations, public hearings, etc. as required to complete the form)
4. Submit documentation for SHPO clearance
5. Hold Utility Coordination meeting with City & impacted utility companies
6. Develop the Grade Inspection (GI) Submittal Package for City Review
 - a. Prepare the draft programming application
 - b. Prepare the GI plans - road, utility, and traffic signal plans
 - c. Develop a detailed construction cost estimate
 - d. Develop any required unique special provisions / notice to bidders from the City and MDOT for the project
7. Address comments from the City review and submit GI package to MDOT
 - a. Submittal includes programming application, plans, special provisions, estimate, NEPA Form and applicable Notice to Bidders documentation
8. Attend the GI meeting
9. Finalize Programming Application and submit to MDOT
10. Submit relevant permit applications (EGLE, MDOT, Kent County, City of Grand Rapids, etc.)
11. Address comments from GI meeting and submit final plan package to City for review
 - a. Final Design Plans
 - b. Cost Estimate

- c. Special Provisions
- d. Notice to Bidders Documentation
- 12. Submit Final package to MDOT
 - a. Respond to questions during the bidding phase

The CED Team will also include attending the various meetings as described in the RFP and develop meeting minutes for project meetings. Experienced, knowledgeable staff are involved from the earliest stages to provide feedback to designers, reducing potential delays, construction overruns, and contractor claims during construction. CED uses the adopted MDOT guidelines for quality review using BlueBeam Revu (on MDOT & Local Agency Projects). This tool is a great way to work efficiently and to have documentation of the status of comments/responses. We hold regular internal review meetings, to discuss possible design deficiencies, innovations, construction staging, etc.

Organization Chart / Staffing



Resumes of Key Staff

See corresponding sheets for detailed resumes of key staff.



Joshua Dudicz, PE

Geographic Discipline Leader/Highways & Traffic Engineering

Mr. Dudicz has 24 years of experience in the design of transportation-related facilities including local roads, state DOT trunk lines, interstate highway interchanges, local and state vehicular and pedestrian bridges as well as non-motorized pathways. His extensive experience in transportation / structural engineering and design also includes topographical surveys, municipal utilities, drainage design, and permitting for numerous projects. Responsibilities include managing projects, project scoping, plan and specification preparation, as well as construction contract administration, oversight, and inspection.

Education

BS, Civil Engineering, Michigan State University, 2003

AS, Sciences Delta College, 2000

Licenses

Michigan
Ohio

Affiliations & Memberships

American Council of Engineering Companies

Michigan Section
Transportation Committee
Member

Michigan Section past
Chairperson of Transportation
Committee

Key Projects

MDOT | I-94 / US-127 Design Build Reconstruction and Widening, including a new Diverging Diamond Interchange at I-94 and US-127

Jackson., MI | Senior Road Engineer

Reconstruction, rehabilitation, and widening of I-94 from east of Airport Road to west of the Grand River and from east of the Cooper Street interchange to east of Dettman Road (approximately 3.5 miles). Reconstruction of I-94/ US-127/ M-50/ West Avenue interchange and ramps as a diverging diamond interchange (DDI) including reconstruction S06 of 38101 including a pedestrian tunnel under the southbound and northbound US-127/M-50 ramp to westbound I-94 and a pedestrian bridge over the Hurd-Marvin Drain. Reconstruction of I-94/Elm Road interchange as double roundabout interchange and reconstruction of S07 of 38101. Reconstruction of Lansing Avenue bridge over I-94, S08 of 38101. Reconstruction of Rosehill Road, Seymour Road, Barrett Lane, and Blake Road, including a *roundabout* at the intersection of Elm Road, Rosehill Road, and Seymour Road. Milling and resurfacing of US-127 north of I-94 to West Parnall Road (approximately 1.3 miles) including median guardrail installation. Traffic and safety improvements including signing, pavement marking, traffic signals, and freeway lighting. Freeway lighting will extend through Cooper Street interchange project that was previously constructed. Drainage improvements including culvert extensions and replacements, and stormwater detention and retention.

MDOT | US-12 Operational Improvements near Willow Run

Ypsilanti/VanBuren Twp., Washtenaw/Wayne Co., MI | Project Manager

This design-build project consisted of roadway and bridge improvements on US-12 and Wiard Road in Ypsilanti Township, Washtenaw County and Van Buren Township, Wayne County. The project was constructed to support the American Center for Mobility located at the former Willow Run Assembly plant. The project improvements included permanent cross-overs to convert the divided boulevard to a undivided five lane roadway. Improvements also included roadway widening, resurfacing, bridge deck replacements, intersection improvements near Dorset Ave, converting Wiard Road from a divided boulevard to an undivided road with a roundabout at Airport Dr, pavement markings, permanent signing, and signal modernization. Significant utility coordination with some relocations were also a part of this project. Design deliverables included 3D models of finished surface and subgrade.

MDOT | I-75 and LaPlaisance Road Interchange Reconstruction

Monroe, MI | Senior Road Engineer

Design of I-75/LaPlaisance Road interchange reconstruction in Monroe, Michigan. The existing partial cloverleaf interchange was reconfigured to a diamond interchange with roundabouts along LaPlaisance Road at the ramp terminals. LaPlaisance Road was being reconstructed and re-aligned through the interchange to reduce the skew and length of the new bridge over I-75. The re-alignment also facilitates MOT by allowing the new bridge to be constructed offline from the existing bridge. The scope of work included road reconstruction, bridge replacement, drainage modifications and improvements, stormwater BMP design, roadway lighting, permanent signing, pavement marking, maintaining traffic, and roadway geotechnical analysis. Responsibilities included road design, hydraulics and drainage design, MOT design, mobility analyses and TMP development, crash analysis, permanent signing and pavement marking design, utility coordination, and constructability reviews. MDOT is performing bridge replacement design.

MDOT | I-196 Reconstruction, 32nd Ave. to Byron Road

Zeeland/Jamestown Twp., Ottawa County, MI | Project Manager

Design of 6.5 Miles of reconstruction of EB and WB I-196 including the interchange ramps at Byron Road in Zeeland and Jamestown Townships, Ottawa County. Work included reconstructing the existing composite pavement, geometric improvements, bridge rehabilitation, replacement of all drainage facilities, replacement of twin 7' CMP culverts with a new 12'x20' box culvert, replacement of two 6' CMP culvert with new 12'x10' box culverts, freeway signing and pavement markings, maintaining traffic including development of a separate plan set for advanced works construction of temporary widening along EB I-196, Transportation Management Plan Development with complete mobility analysis and a safety study.

The project also included the alternate pavement bidding contracting method with full 3D models being developed for each pavement option.



Lisa Whitehead, PE

Geographic Discipline Leader/Highways & Traffic Engineering

Ms. Whitehead has 15 years of traffic design experience and extensive experience preparing traffic control plans for MDOT and local agency projects. On several of these projects she has been a Lead Traffic Engineer responsible for all aspects of design including temporary traffic control plans, maintaining traffic special provisions, mobility analysis, safety reviews, permanent signing, and permanent pavement markings.

Education

BS, Civil Engineering
Michigan State University,
2009

Affiliations & Memberships

Women's Transportation
Seminar (WTS)

Institute of Transportation
Engineers (ITE)

Licenses

Michigan
Ohio

Key Projects

MDOT | As-Needed Local Agency Design Services

Various locations, MI | Project Manager

As-Needed design services to assist MDOT Local Agency Program (LAP) staff in delivering the Local Agency Program by ensuring the federal/state eligibility of projects. Assignments included reviewing plans, specifications, and estimates, reviewing permits utilities, real estate parcels, cost estimates, and maintenance of traffic staging. Lisa was responsible for performing reviews, receiving reviews from other concerned parties, conducting the GI review meetings, and ensuring all required final documentation was completed in accordance with all Michigan and Federal requirements.

ICRC | Lake Lansing at Towar Ave/Birch Row Drive

East Lansing, MI | Lead Traffic Engineer

Project included the design of roadway rehabilitation and road diet on Lake Lansing Rd from Abbott Rd to west of Hagadorn Rd. The scope of work included cold-milling, 1-course HMA resurfacing, intersection reconfiguration, drainage modifications and rain gardens, traffic signal replacement, ADA ramp upgrades, pavement markings, sign placement/replacement as required, permanent pavement markings, and maintenance of traffic.

MDOT | M-40 Rehab/Reconstruct, 72 Ave to S Lagrave St

Village of Lawton, MI | Lead Traffic Engineer

The rehabilitation section consisted of cold-milling, two-course HMA resurfacing, trenching and paved shoulder widening, ditching and drainage improvements, box culvert replacement at the Lawton Drain, and intersection geometric and safety improvements. Reconstruction section consisted of HMA pavement reconstruction, curb & gutter replacement, storm sewer replacement, reconfigure to 3-lane section with center turn lane, rail crossing improvements, streetscaping, street lighting and construction of a 2,000-foot long new shared MDOT/Village storm sewer outlet along Union Street to the west of M-40.

MDOT | I-196 Reconstruction, 32nd Ave. to Byron Road

Zeeland/Jamestown Twp., Ottawa County, MI | Lead Traffic Engineer

Design of 6.5 Miles of reconstruction of EB and WB I-196 including the interchange ramps at Byron Road in Zeeland and Jamestown Townships, Ottawa County. Work included reconstructing the existing composite pavement, geometric improvements, bridge rehabilitation, replacement of all drainage facilities, replacement of twin 7' CMP culverts with a new 12'x20' box culvert, replacement of two 6' CMP culvert with new 12'x10' box culverts, freeway signing and pavement markings, maintaining traffic including development of a separate plan set for advanced works construction of temporary widening along EB I-196, Transportation Management Plan Development with complete mobility analysis and a safety study.

The project also included the alternate pavement bidding contracting method with full 3D models being developed for each pavement option.

MDOT | I-96, Thornapple River Dr. to Whitneyville Road

City of Battle Creek, Calhoun County, MI | Lead Traffic Engineer

Design of pavement inlay rehabilitation for 2.14 miles of I-96 from Thornapple River Drive to west of Whitneyville Avenue, including the ramps to/from M-6 to a distance of 300 feet west of the ramp bridges, in Cascade Township, Kent County. The project scope involved development of plans, specifications, and estimate for alternate pavement bidding inlay of the existing lanes, reconstruction of the median shoulder, milling and resurfacing of the outside shoulder, drainage improvements, maintaining traffic and Transportation Management Plan, crash analysis, signing, pavement marking, design survey and roadway geotechnical services. The project also included design of CPM rehabilitation of the existing B04 of 41064 bridge over the Thornapple River.

Meijer | M-99 and Meijer Drive Signal

Hillsdale, MI | Project Engineer

Designer responsible for the design of a new traffic signal at the Meijer driveway to M-99 in Hillsdale. The design included a box span design including steel strain poles, ground mounted cabinet, LED signals with back plates for span mounted signals, countdown type pedestrian signals, accessible pedestrian push-buttons, and hemispherical detection system. Signal was also equipped with connected vehicle devices including cell modems and ethernet switches. Other responsibilities included utility coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service. Also included was design for ADA compliant sidewalk ramps and oversight of plan development to ensure all design met MDOT standards.



James H. Smith IV, PE

Technical Specialist/Highways & Traffic Engineering

Mr. Smith is a roadway project engineer with 10 years of experience in design of transportation related facilities including local roads, state DOT trunk lines, interstate highway interchanges, and local and state bridges in addition to two years of undergraduate work experience in traffic engineering. His experience in transportation also includes municipal utilities, drainage design, field inspection, and pump station estimation. He is experienced in MicroStation, AutoCAD, FieldBook, and MDOT PQS software. Responsibilities include project plan design and development, corridor modeling, plan quantity take-off and estimation, and inspection.

Education

BS, Civil Engineering, Michigan State University, 2014, Honors College, College of Engineering

Professional Affiliations

American Society of Civil Engineers Western Michigan Branch Past President

Licenses

Michigan

Key Projects

MDOT | M-40 Rehab/Reconstruction from 72nd Ave to South of Lagrave

Village of Lawton, MI | Project Engineer

The rehabilitation section consisted of cold-milling, two-course HMA resurfacing, trenching and paved shoulder widening, ditching and drainage improvements, box culvert replacement at the Lawton Drain, and intersection geometric and safety improvements. Reconstruction section consisted of HMA pavement reconstruction, curb & gutter replacement, storm sewer replacement, reconfigure to 3-lane section with center turn lane, rail crossing improvements, streetscaping, street lighting and construction of a 2,000-foot long new shared MDOT/Village storm sewer outlet along Union Street to the west of M-40.

MDOT | I-96, Thornapple River Dr. to Whitneyville Road

City of Battle Creek, Calhoun County, MI | Project Engineer

Design of pavement inlay rehabilitation for 2.14 miles of I-96 from Thornapple River Drive to west of Whitneyville Avenue, including the ramps to/from M-6 to a distance of 300 feet west of the ramp bridges, in Cascade Township, Kent County. The project scope involved development of plans, specifications, and estimate for alternate pavement bidding inlay of the existing lanes, reconstruction of the median shoulder, milling and resurfacing of the outside shoulder, drainage improvements, maintaining traffic and Transportation Management Plan, crash analysis, signing, pavement marking, design survey and roadway geotechnical services. The project also included design of CPM rehabilitation of the existing B04 of 41064 bridge over the Thornapple River.

MDOT | M-6 at I-96 Ramps

Grand Rapids, MI | Lead Road Engineer

Design of roadway rehabilitation fix on the M-6 ramps to and from I-96. Project work includes inlay of the existing ramp lane, bridge approach design, drainage improvements, guardrail design, permanent signing and pavement marking, maintenance of traffic and Transportation Management Plan (TMP). The project was on an accelerated schedule to complete.

MDOT | I-69 Reconstruction and I-69 / I-475 Interchange

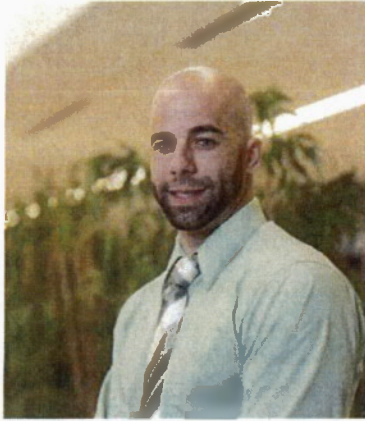
Flint, MI | Project Engineer

The scope of work for this project includes reconstruction of the I-69 freeway from west of the Fenton Road bridge to Dort Highway (M-54) and I-69/I-475 ramp reconstruction and rehabilitation; I-475 high friction surface treatment; ramp taper evaluation and modifications to meet current MDOT standards; review of existing underclearance and upgrades to the extent possible based on existing bridge foundation constraints; development of a comprehensive drainage study and associated modifications based on proposed construction activities, including full replacement and relocation of the I-69 median drainage from the edge of metal to the median barrier wall; lighting upgrades; geometric upgrades; freeway and non-freeway signing; guardrail replacement; innovative maintaining traffic and TMP development; municipal utilities; soil erosion & sedimentation control; development of MDEQ & NPDES Permit applications; pavement markings; and bridge related road approach work.

MDOT | M-20 from US-127 BR to East US-127

Mt. Pleasant, MI | Project Engineer

Design of roadway reconstruction on M-20 from the westerly springpoint of the US-127BR (Mission Street) intersection easterly 1.5 miles to the US-127 interchange in the City of Mt. Pleasant and Union Township, Isabella County. The scope of work includes storm sewer replacement and improvements, water main crossing replacement, traffic signals and ADA ramps, street lighting and interchange tower lighting, permanent signing, streetscape and landscape replacement, pavement markings and rehabilitation of the M-20 pump station (D01 of 37022) in the northeast quadrant of the US-127 interchange. The project design (through FPC design milestone) included construction of roundabouts at the US-127 ramp terminals. The roundabout design was eliminated from the final plans to be deferred to a future project. The project included access management improvements, addition of a right turn lane at Isabella Road intersection, numerous utility conflicts, and extensive stakeholder engagement. Pump station rehabilitation scope included pump refurbishment, all new electrical controls, driveway and site improvements, and the addition of a separate weather tight building to house the new electrical and pump motor controls. Colliers Engineering & Design was the prime design consultant and was responsible for road reconstruction design, drainage design, driveway and intersection crash analysis, mobility analysis and TMP document, water main design, pump station rehabilitation design, development of detailed construction time duration (CTD) estimate, and overall QA/QC. The road and pump station plans were packaged with MDOT designed bridge repairs on the US-127 bridges over M-20.



Steven Russo, PE

Project Manager/ Highways & Traffic Engineering

Mr. Russo is a Transportation Engineer with 16 years of experience in conducting traffic engineering and transportation planning studies ranging from traffic operations and safety studies using simulation modeling to preparing conceptual plan designs. He is responsible for technical aspects of design and plan preparation on a variety of transportation projects including crash analyses, pedestrian studies, signal warrant analysis, signal optimization studies, and traffic impact studies using MDOT standards such as the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) and Electronic Traffic Control Device Guidelines as well as standards from FHWA, AASHTO, ITE, and other state and local agencies. Mr. Russo is intimately familiar with the data and methodologies published by the Transportation Research Board (TRB) in the Highway Capacity Manual (HCM) and has extensive experience using traffic simulation software including Synchro and SimTraffic, Rodel, Vissim, Vistro, and the Highway Capacity Software (HCS).

Education

BS, Civil Engineering,
Michigan State University,
2009

Licenses

Michigan
Ohio

Affiliations & Memberships

Institute of Transportation
Engineers (ITE)

Key Projects

ICRC | Lake Lansing at Towar Ave/Birch Row Drive

East Lansing, MI | Lead Signal Designer

Lead Signal Designer for a traffic signal modernization at the intersection of Lake Lansing Road & Birch Row Drive / Towar Avenue, in the City of East Lansing. Traffic signal modernization was completed to safely accommodate new pedestrian crossings at the intersection as part of a trail project and included upgrading to box span layout, base mounted cabinet, LED traffic signals and case signs and LED countdown pedestrian signals with accessible push buttons. This project involved developing signal installation plan sheets using MicroStation OpenRoads. Steven's role involved Microstation modeling, signal head placement, and field reviewing existing conditions. Additional roles included calculating POCH heights, L.E.D. wattages, conduit sizing, and development of traffic signal timings including implementation of a leading pedestrian interval (LPI) to improve pedestrian safety.

MDOT | I-94 BL RRFB Signal Design

Jackson, MI | Lead Signal Designer

Lead Signal Designer for the design of a Rectangular Rapid Flashing Beacon (RRFB) along I-94BL in front of the Henry Ford Allegiance Health Hospital in the City of Jackson. This project involved developing signal installation plan sheets using MicroStation OpenRoads. Steven's role involved Microstation modeling and field reviewing existing conditions. ADA ramps and push-button locations were also designed in concert to ensure full ADA compliance is achieved.

Corwell Health | 36th Street & Corwell Health Drive Signal

Wyoming, MI | Lead Signal Designer

Lead Signal Designer for a new traffic signal installation at the Corewell Health facility driveway to 36th Street, in the City of Wyoming, MI. The design utilized mast arms, base mounted cabinet, LED traffic signals and case signs, LED countdown pedestrian signals with accessible push buttons, and pre-emption control for a nearby railroad crossing. Other responsibilities included utility coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service and oversight of plan development to ensure all design met city standards.

Meijer | M-99 and Meijer Drive Signal

Hillsdale, MI | Lead Signal Designer

Lead Signal Designer responsible for the design of a new traffic signal at the Meijer driveway to M-99 in Hillsdale. The design included a box span design including steel strain poles, ground mounted cabinet, LED signals with back plates for span mounted signals, countdown type pedestrian signals, accessible pedestrian push-buttons, and hemispherical detection system. Signal was also equipped with connected vehicle devices including cell modems and ethernet switches. Other responsibilities included utility coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service. Also included was design for ADA compliant sidewalk ramps and oversight of plan development to ensure all design met MDOT standards.

Redwood | M-29 & DW Seaton Drive Signal Modernization

Chesterfield, MI | Lead Signal Designer

Lead Signal Designer responsible for the full traffic signal modernization design for the intersection of M-29 (23 Mile Road) & DW Seaton Drive to accommodate a newly constructed drive approach at the intersection. The design involved the upgrade of the existing traffic signal to a box span design including new steel poles, new 2070 controller (D4 software), LED signals with back plates for span mounted signals, countdown type pedestrian signals, hemispherical detection system, and pushbutton actuated pedestrian crossings. The signal was also equipped with connected vehicle devices including cell modems, Ethernet switches and broadband antenna. Other responsibilities included utility coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service. Also included was design for ADA compliant sidewalk ramps and oversight of plan development to ensure all design met MDOT standards.

ODOT | SR-65 & Sycamore Street Signal Modernization

Columbus Grove, OH | Lead Signal Designer

Lead Signal Designer responsible for the design of a signal modernization at the intersection of SR-65 & Sycamore Street in Columbus Grove, OH. The design included a mast arm design, ground mounted cabinet, LED signals with back plates, countdown type pedestrian signals, pedestrian push-buttons, radar vehicle and dilemma zone detection system, dynamic case signs, and railroad pre-emption. Other responsibilities included utility and railroad coordination including mitigation of equipment conflicts and coordination with the power utility for electrical service and railroad company for pre-emption.



Paul Furtaw, PE

Geographic Discipline Leader/Civil & Site

Mr. Furtaw is an accomplished Professional Civil Engineer with 31 years of experience in site design, municipal design, construction administration services and in securing appropriate permits and approvals. He is knowledgeable in different governmental funding sources and LEED Certification.

Key Projects

MDOT | M-40 Rehab/Reconstruct, 72 Ave to S Lagrave St *Village of Lawton, MI | Lead Utility Engineer*

The rehabilitation section consisted of cold-milling, two-course HMA resurfacing, trenching and paved shoulder widening, ditching and drainage improvements, box culvert replacement at the Lawton Drain, and intersection geometric and safety improvements. Reconstruction section consisted of HMA pavement reconstruction, curb & gutter replacement, storm sewer replacement, reconfigure to 3-lane section with center turn lane, rail crossing improvements, streetscaping, street lighting and construction of a 2,000-foot long new shared MDOT/Village storm sewer outlet along Union Street to the west of M-40.

WCRC | Chubb Road & Five Mile Road Reconstruction *Salem Twp., Washtenaw Co, MI | Lead Utility Engineer*

Reconstruction on Chubb Road from 5 Mile Rd to 6 Mile Rd and on 5 Mile Rd from Chubb Rd to Napier Rd. Services included identifying, reviewing, and documenting proposed geometric criteria, developing proposed roadway, drainage improvement concepts/design, maintaining traffic concept/design, assessing ROW impacts, assessing wetland impacts and mitigation costs, calculating detailed roadway construction quantities and compiling a detailed cost estimate. Geometric improvements included vertical alignment modifications to improve sight distance. Project scope also included permanent signing and pavement marking plans.

MDOT | M-20 from US-127BR to East US-127 *Mt. Pleasant, MI | Lead Utility Engineer*

Design of roadway reconstruction on M-20 from the westerly springpoint of the US-127BR (Mission Street) intersection easterly 1.5 miles to the US-127 interchange. The scope of work included storm sewer replacement and improvements, water main crossing replacement, traffic signals and ADA ramps, street lighting and interchange tower lighting, permanent signing, streetscape and landscape replacement, pavement markings and rehabilitation of the M-20 pump station (D01 of 37022) in the northeast quadrant of the US-127 interchange.

Education

BS, Civil Engineering, Michigan State University, 1996

Professional Registrations

Michigan, Illinois, Indiana, Ohio, Pennsylvania, Wyoming

Certifications

Concrete Technician Michigan Level I, Field Testing

MDEQ (DNRE) Storm Water Management, Construction Site

Troxler Certified

Affiliations & Memberships

City of East Lansing Building Board of Appeals

Engineering Society of Detroit

USGBC West Michigan Chapter

Michigan Society of Professional Engineers, Lansing Chapter (Past Board Member)

Village of Webberville | Streetscape Enhancement Project

Webberville, MI | Project Manager/Project Engineer

Completed street enhancement project by securing a grant from MDOT, designing plans and contract documents including MDOT Special Provisions, supervising and overseeing production of project plans, coordinating work with general contractor and Detroit Edison, and through supervision of construction administration services.

MDOT | M-52 Reconstruction

Village of Manchester, MI | Project Engineer

This project included HMA pavement reconstruction; development of a comprehensive drainage study and associated modifications based on proposed construction activities; development of MDEQ & NPDES permit applications; geometric upgrades; non-freeway signing; watermain relocation; guardrail replacement and upgrade; development of maintenance of traffic plans and specifications; soil erosion & sedimentation control; pavement markings; traffic signals and bridge related road approach work for B01 of 81012 (M-52 over River Raisin).

Village of Caseville | Streetscape Enhancement Project

Caseville, MI | Project Manager/Project Engineer

Completed streetscape enhancement project involving approximately one mile of M-25 road reconstruction by preparing plans and specifications and overseeing construction administration. Project was done in cooperation with MDOT and included coordination with the MEDC and the MEDQ.

City of Lansing | Capitol City Boulevard Improvements

Lansing, MI | Project Engineer

Completed plans road improvement project which included pavement removal and overlay, new turn lanes, a bus turnout and drop-off shelter, and pavement striping. Project involved coordination with the City of Lansing, the Capital Region Airport Authority, MDOT, the Lansing EDC, and CATA. Provided construction administration services including construction staking, construction observation and preparing and approving contract change orders and contractor pay requests.

Professional Licensing Information – Proposed Staff Team

**Licensed Professional Information:
Professional Engineer 6201055673**

Licensee Detail

License Type: Professional Engineer	License Number: 6201055673
Name: Joshua Paul Dedicz	
License Issue Date: 09/18/2008	License Expiration Date: 09/18/2024
License Status: Active	County: Kent

**Licensed Professional Information:
Professional Engineer 6201068189**

Licensee Detail

License Type: Professional Engineer	License Number: 6201068189
Name: James Hansen Smith IV	
License Issue Date: 12/10/2018	License Expiration Date: 12/10/2025
License Status: Active	County: Kent

**Licensed Professional Information:
Professional Engineer 6201060349**

Licensee Detail

License Type: Professional Engineer	License Number: 6201060349
Name: Lisa Ann Whitehead	
License Issue Date: 07/12/2013	License Expiration Date: 07/12/2026
License Status: Active	County: Eaton

**Licensed Professional Information:
Professional Engineer 6201064398**

Licensee Detail

License Type: Professional Engineer	License Number: 6201064398
Name: Steven Russo	
License Issue Date: 12/12/2016	License Expiration Date: 12/12/2025
License Status: Active	County: Wayne

**Licensed Professional Information:
Professional Engineer 6201048888**

Licensee Detail

License Type: Professional Engineer	License Number: 6201048888
Name: Paul A Fortner	
License Issue Date: 02/15/2002	License Expiration Date: 02/15/2026
License Status: Active	County: Legham

Project Experience & References

Ingham County Road Department

Kelly Jones, PE – Director of Engineering

517-676-9722

kjones2@ingham.org

Lake Lansing Road & Towar Avenue Intersection Rehabilitation & Road Diet | 2023

Design of roadway rehabilitation and road diet on Lake Lansing Rd from Abbott Rd to west of Hagadorn Rd. Colliers Engineering & Design (CED) provided design services for the realignment of the Lake Lansing Rd/Birch Row/Towar Avenue intersection, as well as the rehabilitation of Lake Lansing Road in Ingham County. The existing four lane roadway was milled, areas of poor pavement repaired, and overlaid with HMA. The freshly paved road was restriped from 2 lanes in each direction to 1 lane in each direction with a continuous center left turn lane. The intersection was realigned to remove the EB free flow right turn ramp to increase safety for pedestrians crossing from the park and continuing north on the Meridian Township trail system. The traffic signal was upgraded to current standards for both motoring and pedestrian traffic. The installation of rain gardens will assist with drainage issues in the area.

MDOT – University Region

Jason Fossitt, PE

517-719-3215

Fossittj@michigan.gov

I-94 and US-127 Design-Build Reconstruction and Widening, including a new Diverging Diamond Interchange | 2020-2022

Reconstruction, rehabilitation, and widening of I-94 from east of Airport Road to west of the Grand River and from east of the Cooper Street interchange to east of Dettman Road (approximately 3.5 miles). Reconstruction of I-94/ US-127/ M-50/ West Avenue interchange and ramps as a diverging diamond interchange (DDI) including reconstruction S06 of 38101 including a pedestrian tunnel under the southbound and northbound US-127/M-50 ramp to westbound I-94 and a pedestrian bridge over the Hurd-Marvin Drain. Reconstruction of I-94/Elm Road interchange as double roundabout interchange and reconstruction of S07 of 38101. Reconstruction of Lansing Avenue bridge over I-94, S08 of 38101. Reconstruction of Rosehill Road, Seymour Road, Barrett Lane, and Blake Road, including a roundabout at the intersection of Elm Road, Rosehill Road, and Seymour Road. Milling and resurfacing of US-127 north of I-94 to West Parnall Road (approximately 1.3 miles) including median guardrail installation. Traffic and safety improvements including signing, pavement marking, traffic signals, and freeway lighting. Freeway lighting extends through Cooper Street interchange project that was previously constructed. Drainage improvements including culvert extensions and replacements, and stormwater detention and retention.

MDOT – Brighton TSC

Mark Sweney, PE – Manager (Lynne Kirby, PE-Retired)

810-227-4681

sweeneym@michigan.gov

US-12 Operational Improvements near Willow Run Design Build Project | 2017

This design-build project consisted of roadway and bridge improvements on US-12 and Wiard Road in Ypsilanti Township, Washtenaw County and Van Buren Township, Wayne County. The project was constructed to support the American Center for Mobility located at the former Willow Run Assembly plant. The project improvements included permanent crossovers to convert the divided boulevard to an undivided five lane roadway. Improvements also included roadway widening, resurfacing, bridge deck replacements, intersection improvements near Dorset Ave, converting Wiard Road from a divided boulevard to an undivided road with a new roundabout at Airport Dr, pavement markings, permanent signing, and signal modernization. Significant utility coordination with some relocations were also a part of this project. Design deliverables included 3D models of finished surface and subgrade.

Washtenaw County Road Commission

Mark McCulloch

734-327-6679

mccullochm@cwcroads.org

Chubb Road & Five Mile Road Reconstruction | 2019

Chubb Road and Five Mile Road are gravel roadways heavily used by truck corridors serving an industrial segment of Salem Township. The project involved the preparation of design plans and bid package for the reconstruction of Chubb Road between Five Mile Road and Six Mile Road and the reconstruction of Five Mile Road between Chubb Road and Napier Road. Significant vertical alignment corrections were made to improve sight distance. Colliers Engineering & Design evaluated the cost and project impacts of multiple pavement sections for the project, including the use of roller compacted concrete. Our professionals also coordinated with the MDEQ and the Washtenaw County Water Resource Commission to obtain permits for drainage and environmental work.

MDOT – Bay City TSC

Ryan McDonnell

989-671-1555

mcdonnellr@michigan.gov

M-46 Rehabilitation, Merrill, MI | 2018

Colliers Engineering & Design (CED) provided design services for the rehabilitation of M-46 from the West Village Limits of Merrill to M-52. This project involved 10.7 miles of cold-milling, joint repairs, 2-course HMA resurfacing, drainage improvements, intersection improvements, minor widening for center turn lane extension, safety upgrades, permanent signing, pavement marking, and maintaining traffic. The project was designed as two separate projects, one from the west village limits of Merrill to Brennan Road, and one from Brennan Road to west of M-52 but was packaged together for construction. CED responsibilities included all roadway design, drainage study, hydraulic analysis and design, permanent signing design, permanent pavement markings, mobility analysis, and overall design QA-QC.

COLLIERS ENGINEERING & DESIGN
City of Wyoming, Michigan

Design & Engineering Services - 2025 Byron Center Avenue & 56th Street Intersection Improvements
August 19, 2024 at 4pm

Design Phase	Hourly Rate	Project Hours	Unit Price	Total Cost
Project Manager				
Project Management (Included)	\$ 170.00	20		\$ 3,400
Submittal QA/QC		8		\$ 1,360
Meetings (estimate 4)		4		\$ 680
Administrative	\$ 90.00	8		\$ 720
Assist w/ Prep of Meeting Agendas, Notes & Project Summary				
Senior Project Engineer				
Utility Coordination		13		\$ 1,820
Proposed Roadway Widening Design		50		\$ 7,000
Proposed Sidewalk Ramp Design		12		\$ 1,680
MOT / Traffic Signal Design / Crash Analysis / Coordination	\$ 140.00	50		\$ 7,000
Cost Estimating		20		\$ 2,800
Specification Development inc Pavt Design, Program Application, NEPA Forms		20		\$ 2,800
ROW / Permit Drawings		10		\$ 1,400
Bid Advertisement & Assistance		8		\$ 1,120
Meetings (estimate 4)		4		\$ 560
Project Engineer				
Proposed Roadway Widening Design		80		\$ 9,600
Proposed Sidewalk Ramp Design		24		\$ 2,880
MOT / Traffic Signal Design / Crash Analysis / Coordination	\$ 120.00	80		\$ 9,600
Cost Estimating		20		\$ 2,400
Specification Development inc Pavt Design, Program Application, NEPA Forms		16		\$ 1,920
ROW / Permit Drawings		12		\$ 1,440
Survey (42 North)				
Topographic Survey / Property / Control Survey	LS	1	\$ 14,800.00	\$ 14,800
Design Cost Estimate				\$ 74,980

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AGREEMENTS FOR
FIRE STATION FIRE ALARM SYSTEMS UPGRADES AND MONITORING

WHEREAS:

1. As detailed in the attached staff report, agreements were accepted from Engineered Protection Systems, Inc. (EPS Security) to upgrade the existing fire alarm panels at the 36th Street and Gezon Street fire stations and to provide fire alarm system monitoring at all four stations in the total estimated amount of \$14,440.
2. It is recommended City Council accept the agreements.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept and concur with the agreements for fire station alarm systems upgrades and monitoring.
2. The City Council authorizes the City Manager to sign the agreements.
3. The City Council authorizes the City Manager to authorize future renewals in accordance with budget authorization.
4. The City Council does hereby waive 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 3, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreements (4)

Resolution No. _____

STAFF REPORT

Date: August 14, 2024
Subject: Fire Station Fire Alarm System Upgrades and Monitoring
From: Troy Rinks, Facilities Foreman
CC: Myron Erickson, Director of Public Works
CC: Kip C. Snyder, Deputy Public Safety Chief
Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended that the City Council accept four proposals from Engineered Protection Systems, Inc. (EPS Security), totaling \$14,440.00 for upgrades to existing, outdated fire alarm panels at two fire stations and three years of fire alarm system monitoring at all four fire stations.

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:

To comply with fire code, the City's four fire stations (36th St., Burton St., Gezon St., and Division Ave.) must have fire alarm system panels that must be monitored 24/7/365. EPS Security updated and installed the two new system panels at the Burton St. and Division Ave. fire stations as part of the approved addition and remodels. However, fire panels at the 36th St. and Gezon St. fire stations are in need of upgrades to become compliant. Since EPS Security installed new panels in the new fire stations, they were requested to provide a proposal to upgrade the 36th St. and Gezon St. fire station panels and provide system monitoring for all locations for a three-year period. Using one panel setup and one monitoring company for all four stations will ensure consistency within fire and facilities operations.

The proposed alarm system upgrades will utilize a control equipment solution providing convenient arm/disarm operation. For ease of system set-up and identifying the cause of an alarm, the arming station will sound and identify the area of concern. This system will send

alarm, trouble and restoral information to the EPS Security 24-hour monitoring center located in Grand Rapids.

The 4 units are a cellular (GSM) connection that provides transmission of the system signals through cellular transmission to the EPS Monitoring Center. Included in the proposals are internet monitoring, cellular monitoring, service agreement, cellular protection plan, activity reports, alarm response, and the required annual panel inspection.

The attached contract includes four proposals, one for each fire station. The total amount of \$14,440 includes upgrades at two of the fire stations and covers the monthly monitoring costs for the next three years. The City will be billed quarterly for this monitoring.

BUDGET IMPACT:

Sufficient funds are available in the Public Safety Fund, Fire Buildings, Account 205-336-33800-920.000.

Attachments:

Contract



Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 15th day of August, 2024 by and between ENGINEERED PROTECTION SYSTEMS, INC, 750 Front N.W., Suite 300, Grand Rapids, MI 49504 hereinafter referred to as EPS and

Wyoming Fire #1 1250 36th St SW Wyoming, MI 49509

A. SERVICES:

That for the consideration hereinafter mentioned, EPS agrees to furnish Subscriber with a System ("System") as specified in the Schedule of Protection (attached form SP-2) in the premises of the Subscriber at:

Wyoming Fire #1 1250 36th St SW Wyoming MI 49509

and will, subject to the terms and conditions hereof, during the term of this agreement provide the following services.

- 1. [x] Monitoring 2. [] Internet Monitoring * 3. [x] Cellular Monitoring * 4. [] Service Agreement 5. [x] Cellular Protection Plan
6. [] Opening & Closing Supervision 7. [] Activity Report 8. [x] Inspection Annual Fire 9. [] Connected Services 10. [] Access Control Administration

*(if internet/cellular monitoring is checked, please see Internet/Cellular Monitoring Addendum)

B. PAYMENTS:

1. The subscriber agrees to pay EPS, its agents or assigns, the sum of \$200.00 plus tax. One half to be paid upon signing of this agreement and one half to be paid upon completion of installation of said System.

The Subscriber agrees to pay EPS, its agents or assigns, in addition, for the services provided if checked above, the sum of \$85.00 per month and is payable in installments of \$255.00 that is payable in advance on the first day of each quarter during the term hereof.

[x] Tax Exempt (If selected, Plus Tax above is void)

2. EPS shall have the right to increase the annual service charge provided for herein at any time after the expiration of one (1) year from the date such System is operative under this agreement upon giving the Subscriber written notice twenty-five (25) days in advance of the effective date of such increase.

3. If any new or increased charges for use of telephone or other communication lines or services or if any new or increased taxes, false alarm assessments, or license fees shall be hereafter charged, levied against or imposed upon EPS or its business or any phase thereof, the effect of which shall be to increase to EPS the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber shall be proportionately increased and as so increase shall be promptly paid by the Subscriber.

4. In the event EPS's representative is sent to the Subscriber's premise in response to a service call or signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be a service charge to the Subscriber, which subscriber agrees to pay upon billing by EPS.

C. TERM:

1. Except as otherwise herein provided, this agreement shall remain in full force and effect for a period of Three (3) years from the date System becomes operative, or the date of this contract, whichever is later. After the Three (3) years, this Agreement shall automatically renew on a year to year basis unless terminated by either party by written notice to the other party postmarked thirty (30) day prior to the expiration date or any extension thereof.

2. Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

D. LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EPS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT EPS IS BEING PAID FOR THE INSTALLATION, MONITORING AND SERVICE OF SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY EPS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT EPS IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO NEGLIGENCE PERFORMANCE BY EPS OR BY ANY SUBCONTRACTORS USED BY EPS OR FAILURE TO PERFORM ANY OF ITS

OBLIGATIONS, SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, IF, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF *EPS*, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-HALF (1/2) THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR \$250.00, WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER. IF THE SYSTEM INCLUDES COMPONENTS MANUFACTURED BY HONEYWELL INTERNATIONAL INC ("HONEYWELL") THE SAME LIMITATION OF LIABILITY SHALL EXIST FOR ANY CLAIM MADE BY SUBSCRIBER AGAINST HONEYWELL.

SUBSCRIBER AGREES THAT ANY LEGAL ACTION FOR A CLAIM WHICH IT MAY HAVE AGAINST *EPS* ARISING OUT OF *EPS*' S PERFORMANCE OF THIS CONTRACT MUST BE FILED WITHIN ONE YEAR OF THE DATE THAT THE CLAIM AROSE (WHICH IN THE CASE OF A LOSS SUFFERED BY CUSTOMER SHALL BE THE DATE THE LOSS OCCURRED) AND FURTHER AGREES THAT A CLAIM PERIOD OF ONE YEAR IS REASONABLE.

E. LIMITED WARRANTY:

EPS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.

F. SUBSCRIBER'S INDEMNIFICATION

WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS *EPS*, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING *EPS*'s PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, SERVICE, OPERATION AND NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF *EPS*, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF *EPS* WHILE ON SUBSCRIBER'S PREMISES.

G. SUBCONTRACTORS:

SUBSCRIBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT, AND PARTICULARLY THOSE PARAGRAPHS RELATING TO DISCLAIMER OF WARRANTY, LIMIT OF LIABILITY AND THIRD PARTY INDEMNIFICATION INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY *EPS* TO PROVIDE MONITORING, INSTALLATION OR SERVICE OF THE SYSTEM PROVIDED HEREIN, AND BIND SUBSCRIBER TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND SUBSCRIBER TO *EPS*. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS *EPS* AGAINST CLAIMS BY ANY ORGANIZATION ENGAGED TO MONITOR SUBSCRIBER'S SYSTEM OR TO WHICH A SIGNAL MAY BE TRANSMITTED.

H. APPROVAL:

This Agreement shall not be effective until executed in writing by an authorized representative of *EPS*. Further, this Agreement supersedes all previous Agreements and any Riders thereto, between the parties.

I. ENTIRE AGREEMENT

The Agreement of the parties is expressed hereinabove and in the Terms and Conditions on the reverse side and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT THE LIABILITY OF *EPS* IS LIMITED AS SET FORTH IN PARAGRAPHS D, E, F AND G, AND ACCEPTS THE LIMIT SET FORTH THEREIN. SUBSCRIBER ACCEPTS ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THERE HAS BEEN NO RELIANCE PLACED ON ANY PROVISION NOT APPEARING HEREIN.

ENGINEERED PROTECTION SYSTEMS, INC.

Michigan License #3601202358

By Rep:

By Subscriber Rep:

By EPS Security:

TERMS AND CONDITIONS

1. SUBSCRIBER'S AUTHORIZATION — Subscriber hereby authorizes and empowers EPS, its agents or assigns as follows:

- A.** To install said System as described in the Schedule of Protection at said location
- B.** To enter the premises for the purpose of inspecting, testing and repairing said System
- C.** To enter the premises in answer to a signal as representative and agent of Subscriber

2. SERVICE AGREEMENT:

- A.** Service for the equipment supplied under this Agreement will be provided by EPS if on the reverse side of this Agreement, Service Agreement is checked. All ordinary expenses of service and repairs shall be borne by EPS but if rendered necessary by alterations or repairs to the premises, such expenses shall be borne by Subscriber. If service agreement is not included, EPS will, if requested, provide the Subscriber with repair and parts replacement for the equipment at EPS's prevailing prices and terms at the time.
- B.** Should any part of the system be damaged by fire, water or extraneous causes, repairs shall be paid for by Subscriber.
- C.** If Subscriber's insurer, or any inspection bureau having jurisdiction, or by Subscriber's own act, shall require or make necessary any changes to the System as originally installed, Subscriber agrees to pay for the cost of such changes.
- D.** It is understood and agreed that EPS's obligations relates to the service of the specified System(s), and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any devices of the Subscriber or of others to which EPS's Systems are attached.
- E.** The Subscriber agrees that any person or persons, unauthorized by EPS will not be permitted to alter, remove or tamper with Equipment mentioned herein, and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or equipment of such System, except by the authorized agents of EPS without the written permission of EPS.
- F.** Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS shall have full and free access to the equipment to perform service thereon. EPS shall not be responsible for failure to render service due to causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Service Agreement unless specifically agreed to between EPS and the Subscriber and so noted on this document.
- G.** Subscriber shall carefully and properly set the system at closing of the premises. Subscriber shall carefully and properly test the equipment designated on the schedule of protection, prior to each closed period and shall immediately report to EPS any claimed inadequacy in or failure of the System. EPS shall make such repairs as soon after receipt of notice as is reasonably possible.
- H.** If the System includes a sprinkler system, EPS shall be responsible only for the service of EPS's equipment, and only for making the appropriate response to an alarm signal, if received by EPS. Subscriber is solely responsible for maintenance of the sprinkler system, including adequate heat, so it will at all times be in good working order. If pressure pumps are needed for proper operation of sprinkler supervisory and water flow alarms, due to fluctuation in the water pressure, such pressure pumps shall be provided by the Subscriber at Subscriber's expense.
- I.** Communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

3. MONITORING:

- A.** Signal receiving and notification service shall be provided by EPS if on the reverse side of this Agreement the Monitoring option is checked. The Subscriber agrees to furnish EPS a list of the names of all persons with whom EPS is authorized by Subscriber to communicate regarding the System and any signals received if EPS provides monitoring services.
- B. Subscriber also understands EPS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, Interfered with or otherwise damaged. Subscriber acknowledges that a cellular communication back-up device is available at an extra expense.**
- C.** In the event BURGLARY PROTECTION SERVICE is furnished under this Agreement, upon receipt of a burglar alarm signal from Subscriber's premises, EPS, at its sole discretion, shall attempt to First contact a designated representative at the premise. If EPS has not contacted a designated representative, then EPS may attempt to contact the first designated representative on the contact list provided by Subscriber to EPS. If EPS is unable to reach a designated representative of Subscriber, then EPS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department, unless there is just cause to assume that an emergency condition does not exist.
- D.** In the event FIRE ALARM SERVICE is furnished under this Agreement, EPS shall make every reasonable effort to transmit to the municipal fire department all fire alarm signals received at this Central Station from the Fire Alarm System.
- E.** In the event MEDICAL ALERT OR HOLD-UP/PANIC ALARM SERVICE is furnished under this Agreement, EPS shall, on receipt of medical alert or hold-up/panic alarm signal from the Subscribers premises, make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department or designated emergency service.
- F.** In the event a SUPERVISORY OR TROUBLE SIGNAL registers at EPSs Central Station, EPS shall make every reasonable effort to notify the designated representative of Subscriber.
- G. OPENING & CLOSING SUPERVISION** shall be provided by EPS if, on the reverse side of this Agreement, opening and dosing supervision is checked.
- H.** If ALARM RESPONSE SERVICE is available and is checked in this Agreement, on receipt of an alarm signal from Subscriber's premises, EPS will make a reasonable effort to send its representative, who will, only if Subscriber has provided a key in an EPS approved knox box located on premises, enter and make search of Subscriber's premises and is hereby authorized, as the agent of Subscriber, to cause the arrest of any person or persons found on the premises without authority to enter, and to hold or cause to be held, him or them, until released by Subscriber or Subscriber's authorized representative. In the event of interruption to the burglar alarm service, the services of EPS shall cease upon visual inspection of the protected premises from the inside and making of necessary emergency repairs to the burglar alarm system, where keys have been furnished in an EPS approved knox box. Where a knox box has not been furnished, services of EPS shall cease upon visual inspection of the protected premises from the outside.

4. CANCELLATION:

- A.** This Agreement may be terminated at the option of EPS at any time in the event that EPSs Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that EPS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of communication between the Subscriber's premises and EPSs Central Station or agency and EPS shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of

such termination, EPS will refund to the Subscriber any advance payments made for service to be supplied subsequent to the date of such termination.

B. It is understood and agreed that this Agreement may be terminated by EPS in the event that the Subscriber fails to follow any recommendations EPS may make for the repair or the replacement of defective parts of their system not covered under the Service Agreement or in the event that the Subscriber's failure to follow the operating instructions provided results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

C. In the event the Subscriber defaults in the performance of this Agreement in any manner whatsoever, including but not limited to, failure to make payments as specified or preventing EPS from performing its obligations under this agreement in any manner, the balance of all monies due for the unexpired term of this Agreement shall become due and payable to EPS immediately, and Subscriber acknowledges it is obligated to pay 75% of such amount in lump sum to EPS as liquidated damages.

5. INSTALLATION:

A. EPS assumes no liability for delay in installation of the System, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of EPS including interruption in telephone services. EPS will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

B. Any installation charge quoted in this agreement is based on EPS performing the installation with its own personnel, or EPS's subcontractors. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

C. Subscriber hereby authorizes EPS to make installations during regular working hours. Any variation from or alteration of the installation herein specified must be requested in writing by Subscriber and shall be paid for by Subscriber.

D. Subscriber shall supply or provide the necessary energy and power required to operate said System(s) at no expense to EPS. In the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify EPS immediately.

E. Telephone Service. Subscriber shall supply, at no charge to EPS, telephone hook ups, Internet access, and IP addresses as deemed necessary by EPS, in its sole discretion, AND TO NOTIFY EPS OF ANY CHANGE IN SUCH SERVICE.

F. Wire mold or conduit for any wiring, plenum wire, trenching for buried conduit or wiring located outside the building is not included in the agreement, unless specifically included in our proposal. If any of the preceding is required, Subscriber will agree to provide such at Subscriber's expense.

G. Subscriber acknowledges that EPS has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make EPS aware of such conditions, failing which EPS shall have no responsibility whatsoever for damage that may be caused.

H. Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

I. EPS reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than sixty (60) days.

6. WAIVER OF JURY TRIAL — EPS AND SUBSCRIBER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER EPS NOR SUBSCRIBER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY SUCH PARTY.

7. ATTORNEY FEES - If Subscriber defaults under this Agreement, then in addition to payment of liquidated damages to EPS, Subscriber also agrees to pay on demand all reasonable attorney fees incurred by EPS in protecting and enforcing the rights of and obligations to EPS under this Agreement, including its right to take possession of its equipment from Subscriber, or Subscriber's landlord, or any receiver or trustee in bankruptcy appointed for Subscriber.

8. ASSIGNABILITY - This Agreement is not assignable by the Subscriber without the prior written approval of EPS which shall not be unreasonably withheld. EPS may assign its interest in this Agreement to any entity which is licensed to provide the services required to be performed by EPS.

9. PARTIAL INVALIDITY - In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable or to violate the provisions of any law, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case, the unenforceable or invalid provisions shall be deemed stricken, shall be deemed as non-material to the Agreement as a whole, and the balance of the Agreement shall be construed and enforced as if the stricken provisions were never part of the Agreement.

**Schedule of Protection
(SP2)**

Subscriber: Wyoming Fire #1

Location: 1250 36th St SW Wyoming, MI 49509

Devices:

1 DMP POWERCOMF AT&T USE WITH 411U W/TRANSFORMER

In addition to all existing equipment

EST System

I accept decline the cellular communicator unit.

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

ENGINEERED PROTECTION SYSTEMS, INC.

By Rep:

By Subscriber Rep:

By EPS Security:

INTERNET/CELLULAR MONITORING ADDENDUM

At your choice, the monitoring service being provided to you by EPS will use the public Internet and/or the Cellular network, as the means of communication of signals from your premises to our Central Station.

The provision of public Internet service to your premises is your responsibility. You are encouraged to select an Internet Service Provider (ISP) that provides adequate standby power and 24-hour support service. Where the ISP requires that your connection be verified, authenticated or "logged on," it will be your responsibility to provide the necessary software and/or equipment to accomplish this requirement.

EPS will supply and install an Internet Signal Transmitter (IST) connected to your security system control unit. It will be your responsibility to provide, within 5 feet of your security control unit, a suitable RJ-45 Ethernet connection into which we will plug our 1ST.

It will be your responsibility to provide standby electrical power to your broadband modem and any other devices such as routers, hubs or switches that may affect the Internet communications with a recommended standby duration of 24 hours, but in all cases not less than 15 minutes. You are on notice that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted.

You are advised that a failure in the communication facilities may occur for any number of reasons including, but not limited, to: a) intentional cutting or severing of communication cables entering your premises; b) loss of commercial electrical power and a subsequent failure or depletion of standby power; c) a failure of your modem, hub, router, switch or other equipment in the Internet path within your premises; d) a failure of the 1ST; e) a failure or malfunction of an ISP or its facilities; f) a failure in the cellular network; g) a failure in the AlarmNet network or equipment; h) any other failure beyond the control of EPS.

When our Central Station is alerted of a failure in the communication facilities, it is not our current policy to notify you, since under current technology there are frequent interruptions which occur.

Upon receiving notification of a failure in the communication facilities, it will be your responsibility to verify that the public Internet service to your premises is functioning correctly. Once you have determined that your public Internet connection is working properly, it will be your responsibility to telephone our Central Station and determine if communications have been restored.

If the services of an EPS technician are required, a service charge will apply if no fault is found in the security system or the 1ST but a problem is observed in your public Internet connection or any equipment associated with the public Internet connection, or as a result of a failure of the standby power for your equipment.

It is agreed and understood that EPS has no control over the provision of public Internet service to you and/or your premises and, as such, EPS has no control over the reliability of the service nor does EPS have any control over the provision of primary or standby power for the Internet modem, hubs, routers, switches or other equipment on your premises. If, in the sole opinion of EPS, there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals, EPS may, at its sole discretion, levy additional charges to you as our compensation for the additional and unusual costs.

CELLULAR PROTECTION PLAN

A. If Cellular Protection Plan is checked on the front of the Agreement, all ordinary expenses of service, repair and upgrades (when necessary) of the Cellular Equipment (Equipment) listed on this Agreement shall be borne by EPS, but if rendered necessary by alterations or repairs to the premises where the Equipment is located, such expenses shall be borne by Subscriber.

B. Should any part of the Equipment be damaged by fire, water or other casualty repairs shall be paid for by Subscriber.

C. Should Subscriber's insurer, or any inspection bureau having jurisdiction, or Subscriber by its own act, require or make necessary any changes to the Equipment, as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified Equipment, and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any other devices of the Subscriber or of others to which EPS's systems are attached unless there is a separate signed written agreement by EPS to provide these services.

E. The Subscriber agrees that it shall not permit any person to alter, remove or tamper with Equipment mentioned herein unless authorized in advance by EPS, and will safeguard said Equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or related equipment of such Equipment, except by the authorized agents of EPS and so noted on this document.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS will have full and free access to the Equipment to perform service/upgrade thereon. EPS shall not be responsible for failure to render service due to Acts of God or other causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Cellular Protection Plan unless specifically agreed to between EPS and the Subscriber and so noted on this document.



Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 15th day of August, 2024 by and between ENGINEERED PROTECTION SYSTEMS, INC, 750 Front N.W., Suite 300, Grand Rapids, MI 49504 hereinafter referred to as EPS and

Wyoming Fire #3 2300 Gezon Parkway SW Wyoming, MI 49519

A. SERVICES:

That for the consideration hereinafter mentioned, EPS agrees to furnish Subscriber with a System ("System") as specified in the Schedule of Protection (attached form SP-2) in the premises of the Subscriber at:

Wyoming Fire #3 2300 Gezon Parkway SW Wyoming MI 49519

and will, subject to the terms and conditions hereof, during the term of this agreement provide the following services.

- 1. [x] Monitoring 2. [] Internet Monitoring * 3. [x] Cellular Monitoring * 4. [] Service Agreement 5. [x] Cellular Protection Plan
6. [] Opening & Closing Supervision 7. [] Activity Report 8. [x] Inspection Annual Fire 9. [] Connected Services 10. [] Access Control Administration

*(if internet/cellular monitoring is checked, please see Internet/Cellular Monitoring Addendum)

B. PAYMENTS:

1. The subscriber agrees to pay EPS, its agents or assigns, the sum of \$200.00 plus tax. One half to be paid upon signing of this agreement and one half to be paid upon completion of installation of said System.

The Subscriber agrees to pay EPS, its agents or assigns, in addition, for the services provided if checked above, the sum of \$85.00 per month and is payable in installments of \$255.00 that is payable in advance on the first day of each quarter during the term hereof.

[] Tax Exempt (If selected, Plus Tax above is void)

2. EPS shall have the right to increase the annual service charge provided for herein at any time after the expiration of one (1) year from the date such System is operative under this agreement upon giving the Subscriber written notice twenty-five (25) days in advance of the effective date of such increase.

3. If any new or increased charges for use of telephone or other communication lines or services or if any new or increased taxes, false alarm assessments, or license fees shall be hereafter charged, levied against or imposed upon EPS or its business or any phase thereof, the effect of which shall be to increase to EPS the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber shall be proportionately increased and as so increase shall be promptly paid by the Subscriber.

4. In the event EPS's representative is sent to the Subscriber's premise in response to a service call or signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be a service charge to the Subscriber, which subscriber agrees to pay upon billing by EPS.

C. TERM:

1. Except as otherwise herein provided, this agreement shall remain in full force and effect for a period of Three (3) years from the date System becomes operative, or the date of this contract, whichever is later. After the Three (3) years, this Agreement shall automatically renew on a year to year basis unless terminated by either party by written notice to the other party postmarked thirty (30) day prior to the expiration date or any extension thereof.

2. Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

D. LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EPS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT EPS IS BEING PAID FOR THE INSTALLATION, MONITORING AND SERVICE OF SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY EPS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT EPS IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO NEGLIGENCE PERFORMANCE BY EPS OR BY ANY SUBCONTRACTORS USED BY EPS OR FAILURE TO PERFORM ANY OF ITS

OBLIGATIONS, SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, IF, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF *EPS*, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-HALF (1/2) THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR \$250.00, WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER. IF THE SYSTEM INCLUDES COMPONENTS MANUFACTURED BY HONEYWELL INTERNATIONAL INC ("HONEYWELL") THE SAME LIMITATION OF LIABILITY SHALL EXIST FOR ANY CLAIM MADE BY SUBSCRIBER AGAINST HONEYWELL.

SUBSCRIBER AGREES THAT ANY LEGAL ACTION FOR A CLAIM WHICH IT MAY HAVE AGAINST *EPS* ARISING OUT OF *EPS*' S PERFORMANCE OF THIS CONTRACT MUST BE FILED WITHIN ONE YEAR OF THE DATE THAT THE CLAIM AROSE (WHICH IN THE CASE OF A LOSS SUFFERED BY CUSTOMER SHALL BE THE DATE THE LOSS OCCURRED) AND FURTHER AGREES THAT A CLAIM PERIOD OF ONE YEAR IS REASONABLE.

E. LIMITED WARRANTY:

EPS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.

F. SUBSCRIBER'S INDEMNIFICATION

WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS *EPS*, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING *EPS*'s PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, SERVICE, OPERATION AND NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF *EPS*, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF *EPS* WHILE ON SUBSCRIBER'S PREMISES.

G. SUBCONTRACTORS:

SUBSCRIBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT, AND PARTICULARLY THOSE PARAGRAPHS RELATING TO DISCLAIMER OF WARRANTY, LIMIT OF LIABILITY AND THIRD PARTY INDEMNIFICATION INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY *EPS* TO PROVIDE MONITORING, INSTALLATION OR SERVICE OF THE SYSTEM PROVIDED HEREIN, AND BIND SUBSCRIBER TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND SUBSCRIBER TO *EPS*. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS *EPS* AGAINST CLAIMS BY ANY ORGANIZATION ENGAGED TO MONITOR SUBSCRIBER'S SYSTEM OR TO WHICH A SIGNAL MAY BE TRANSMITTED.

H. APPROVAL:

This Agreement shall not be effective until executed in writing by an authorized representative of *EPS*. Further, this Agreement supersedes all previous Agreements and any Riders thereto, between the parties.

I. ENTIRE AGREEMENT

The Agreement of the parties is expressed hereinabove and in the Terms and Conditions on the reverse side and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT THE LIABILITY OF *EPS* IS LIMITED AS SET FORTH IN PARAGRAPHS D, E, F AND G, AND ACCEPTS THE LIMIT SET FORTH THEREIN. SUBSCRIBER ACCEPTS ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THERE HAS BEEN NO RELIANCE PLACED ON ANY PROVISION NOT APPEARING HEREIN.

ENGINEERED PROTECTION SYSTEMS, INC.

Michigan License #3601202358

By Rep:

By Subscriber Rep:

By EPS Security:

TERMS AND CONDITIONS

1. SUBSCRIBER'S AUTHORIZATION — Subscriber hereby authorizes and empowers EPS, its agents or assigns as follows:

- A.** To install said System as described in the Schedule of Protection at said location
- B.** To enter the premises for the purpose of inspecting, testing and repairing said System
- C.** To enter the premises in answer to a signal as representative and agent of Subscriber

2. SERVICE AGREEMENT:

- A.** Service for the equipment supplied under this Agreement will be provided by EPS if on the reverse side of this Agreement, Service Agreement is checked. All ordinary expenses of service and repairs shall be borne by EPS but if rendered necessary by alterations or repairs to the premises, such expenses shall be borne by Subscriber. If service agreement is not included, EPS will, if requested, provide the Subscriber with repair and parts replacement for the equipment at EPS's prevailing prices and terms at the time.
- B.** Should any part of the system be damaged by fire, water or extraneous causes, repairs shall be paid for by Subscriber.
- C.** If Subscriber's insurer, or any inspection bureau having jurisdiction, or by Subscriber's own act, shall require or make necessary any changes to the System as originally installed, Subscriber agrees to pay for the cost of such changes.
- D.** It is understood and agreed that EPS's obligations relates to the service of the specified System(s), and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any devices of the Subscriber or of others to which EPS's Systems are attached.
- E.** The Subscriber agrees that any person or persons, unauthorized by EPS will not be permitted to alter, remove or tamper with Equipment mentioned herein, and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or equipment of such System, except by the authorized agents of EPS without the written permission of EPS.
- F.** Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS shall have full and free access to the equipment to perform service thereon. EPS shall not be responsible for failure to render service due to causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Service Agreement unless specifically agreed to between EPS and the Subscriber and so noted on this document.
- G.** Subscriber shall carefully and properly set the system at closing of the premises. Subscriber shall carefully and properly test the equipment designated on the schedule of protection, prior to each closed period and shall immediately report to EPS any claimed inadequacy in or failure of the System. EPS shall make such repairs as soon after receipt of notice as is reasonably possible.
- H.** If the System includes a sprinkler system, EPS shall be responsible only for the service of EPS's equipment, and only for making the appropriate response to an alarm signal, if received by EPS. Subscriber is solely responsible for maintenance of the sprinkler system, including adequate heat, so it will at all times be in good working order. If pressure pumps are needed for proper operation of sprinkler supervisory and water flow alarms, due to fluctuation in the water pressure, such pressure pumps shall be provided by the Subscriber at Subscriber's expense.
- I.** Communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

3. MONITORING:

- A.** Signal receiving and notification service shall be provided by EPS if on the reverse side of this Agreement the Monitoring option is checked. The Subscriber agrees to furnish EPS a list of the names of all persons with whom EPS is authorized by Subscriber to communicate regarding the System and any signals received if EPS provides monitoring services.
- B. Subscriber also understands EPS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, Interfered with or otherwise damaged. Subscriber acknowledges that a cellular communication back-up device is available at an extra expense.**
- C.** In the event BURGLARY PROTECTION SERVICE is furnished under this Agreement, upon receipt of a burglar alarm signal from Subscriber's premises, EPS, at its sole discretion, shall attempt to First contact a designated representative at the premise. If EPS has not contacted a designated representative, then EPS may attempt to contact the first designated representative on the contact list provided by Subscriber to EPS. If EPS is unable to reach a designated representative of Subscriber, then EPS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department, unless there is just cause to assume that an emergency condition does not exist.
- D.** In the event FIRE ALARM SERVICE is furnished under this Agreement, EPS shall make every reasonable effort to transmit to the municipal fire department all fire alarm signals received at this Central Station from the Fire Alarm System.
- E.** In the event MEDICAL ALERT OR HOLD-UP/PANIC ALARM SERVICE is furnished under this Agreement, EPS shall, on receipt of medical alert or hold-up/panic alarm signal from the Subscribers premises, make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department or designated emergency service.
- F.** In the event a SUPERVISORY OR TROUBLE SIGNAL registers at EPSs Central Station, EPS shall make every reasonable effort to notify the designated representative of Subscriber.
- G. OPENING & CLOSING SUPERVISION** shall be provided by EPS if, on the reverse side of this Agreement, opening and dosing supervision is checked.
- H.** If ALARM RESPONSE SERVICE is available and is checked in this Agreement, on receipt of an alarm signal from Subscriber's premises, EPS will make a reasonable effort to send its representative, who will, only if Subscriber has provided a key in an EPS approved knox box located on premises, enter and make search of Subscriber's premises and is hereby authorized, as the agent of Subscriber, to cause the arrest of any person or persons found on the premises without authority to enter, and to hold or cause to be held, him or them, until released by Subscriber or Subscriber's authorized representative. In the event of interruption to the burglar alarm service, the services of EPS shall cease upon visual inspection of the protected premises from the inside and making of necessary emergency repairs to the burglar alarm system, where keys have been furnished in an EPS approved knox box. Where a knox box has not been furnished, services of EPS shall cease upon visual inspection of the protected premises from the outside.

4. CANCELLATION:

- A.** This Agreement may be terminated at the option of EPS at any time in the event that EPSs Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that EPS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of communication between the Subscriber's premises and EPSs Central Station or agency and EPS shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of

such termination, EPS will refund to the Subscriber any advance payments made for service to be supplied subsequent to the date of such termination.

B. It is understood and agreed that this Agreement may be terminated by EPS in the event that the Subscriber fails to follow any recommendations EPS may make for the repair or the replacement of defective parts of their system not covered under the Service Agreement or in the event that the Subscriber's failure to follow the operating instructions provided results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

C. In the event the Subscriber defaults in the performance of this Agreement in any manner whatsoever, including but not limited to, failure to make payments as specified or preventing EPS from performing its obligations under this agreement in any manner, the balance of all monies due for the unexpired term of this Agreement shall become due and payable to EPS immediately, and Subscriber acknowledges it is obligated to pay 75% of such amount in lump sum to EPS as liquidated damages.

5. INSTALLATION:

A. EPS assumes no liability for delay in installation of the System, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of EPS including interruption in telephone services. EPS will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

B. Any installation charge quoted in this agreement is based on EPS performing the installation with its own personnel, or EPS's subcontractors. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

C. Subscriber hereby authorizes EPS to make installations during regular working hours. Any variation from or alteration of the installation herein specified must be requested in writing by Subscriber and shall be paid for by Subscriber.

D. Subscriber shall supply or provide the necessary energy and power required to operate said System(s) at no expense to EPS. In the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify EPS immediately.

E. Telephone Service. Subscriber shall supply, at no charge to EPS, telephone hook ups, Internet access, and IP addresses as deemed necessary by EPS, in its sole discretion, AND TO NOTIFY EPS OF ANY CHANGE IN SUCH SERVICE.

F. Wire mold or conduit for any wiring, plenum wire, trenching for buried conduit or wiring located outside the building is not included in the agreement, unless specifically included in our proposal. If any of the preceding is required, Subscriber will agree to provide such at Subscriber's expense.

G. Subscriber acknowledges that EPS has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make EPS aware of such conditions, failing which EPS shall have no responsibility whatsoever for damage that may be caused.

H. Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

I. EPS reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than sixty (60) days.

6. WAIVER OF JURY TRIAL — EPS AND SUBSCRIBER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER EPS NOR SUBSCRIBER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY SUCH PARTY.

7. ATTORNEY FEES - If Subscriber defaults under this Agreement, then in addition to payment of liquidated damages to EPS, Subscriber also agrees to pay on demand all reasonable attorney fees incurred by EPS in protecting and enforcing the rights of and obligations to EPS under this Agreement, including its right to take possession of its equipment from Subscriber, or Subscriber's landlord, or any receiver or trustee in bankruptcy appointed for Subscriber.

8. ASSIGNABILITY - This Agreement is not assignable by the Subscriber without the prior written approval of EPS which shall not be unreasonably withheld. EPS may assign its interest in this Agreement to any entity which is licensed to provide the services required to be performed by EPS.

9. PARTIAL INVALIDITY - In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable or to violate the provisions of any law, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case, the unenforceable or invalid provisions shall be deemed stricken, shall be deemed as non-material to the Agreement as a whole, and the balance of the Agreement shall be construed and enforced as if the stricken provisions were never part of the Agreement.

**Schedule of Protection
(SP2)**

Subscriber: Wyoming Fire #3

Location: 2300 Gezon Parkway SW Wyoming, MI 49519

Devices:

1 DMP POWERCOMF AT&T USE WITH 411U W/TRANSFORMER

In addition to all existing equipment

EST

I accept decline the cellular communicator unit.

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

ENGINEERED PROTECTION SYSTEMS, INC.

By Rep:

By Subscriber Rep:

By EPS Security:

INTERNET/CELLULAR MONITORING ADDENDUM

At your choice, the monitoring service being provided to you by EPS will use the public Internet and/or the Cellular network, as the means of communication of signals from your premises to our Central Station.

The provision of public Internet service to your premises is your responsibility. You are encouraged to select an Internet Service Provider (ISP) that provides adequate standby power and 24-hour support service. Where the ISP requires that your connection be verified, authenticated or "logged on," it will be your responsibility to provide the necessary software and/or equipment to accomplish this requirement.

EPS will supply and install an Internet Signal Transmitter (IST) connected to your security system control unit. It will be your responsibility to provide, within 5 feet of your security control unit, a suitable RJ-45 Ethernet connection into which we will plug our 1ST.

It will be your responsibility to provide standby electrical power to your broadband modem and any other devices such as routers, hubs or switches that may affect the Internet communications with a recommended standby duration of 24 hours, but in all cases not less than 15 minutes. You are on notice that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted.

You are advised that a failure in the communication facilities may occur for any number of reasons including, but not limited, to: a) intentional cutting or severing of communication cables entering your premises; b) loss of commercial electrical power and a subsequent failure or depletion of standby power; c) a failure of your modem, hub, router, switch or other equipment in the Internet path within your premises; d) a failure of the 1ST; e) a failure or malfunction of an ISP or its facilities; f) a failure in the cellular network; g) a failure in the AlarmNet network or equipment; h) any other failure beyond the control of EPS.

When our Central Station is alerted of a failure in the communication facilities, it is not our current policy to notify you, since under current technology there are frequent interruptions which occur.

Upon receiving notification of a failure in the communication facilities, it will be your responsibility to verify that the public Internet service to your premises is functioning correctly. Once you have determined that your public Internet connection is working properly, it will be your responsibility to telephone our Central Station and determine if communications have been restored.

If the services of an EPS technician are required, a service charge will apply if no fault is found in the security system or the 1ST but a problem is observed in your public Internet connection or any equipment associated with the public Internet connection, or as a result of a failure of the standby power for your equipment.

It is agreed and understood that EPS has no control over the provision of public Internet service to you and/or your premises and, as such, EPS has no control over the reliability of the service nor does EPS have any control over the provision of primary or standby power for the Internet modem, hubs, routers, switches or other equipment on your premises. If, in the sole opinion of EPS, there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals, EPS may, at its sole discretion, levy additional charges to you as our compensation for the additional and unusual costs.

CELLULAR PROTECTION PLAN

A. If Cellular Protection Plan is checked on the front of the Agreement, all ordinary expenses of service, repair and upgrades (when necessary) of the Cellular Equipment (Equipment) listed on this Agreement shall be borne by EPS, but if rendered necessary by alterations or repairs to the premises where the Equipment is located, such expenses shall be borne by Subscriber.

B. Should any part of the Equipment be damaged by fire, water or other casualty repairs shall be paid for by Subscriber.

C. Should Subscriber's insurer, or any inspection bureau having jurisdiction, or Subscriber by its own act, require or make necessary any changes to the Equipment, as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified Equipment, and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any other devices of the Subscriber or of others to which EPS's systems are attached unless there is a separate signed written agreement by EPS to provide these services.

E. The Subscriber agrees that it shall not permit any person to alter, remove or tamper with Equipment mentioned herein unless authorized in advance by EPS, and will safeguard said Equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or related equipment of such Equipment, except by the authorized agents of EPS and so noted on this document.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS will have full and free access to the Equipment to perform service/upgrade thereon. EPS shall not be responsible for failure to render service due to Acts of God or other causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Cellular Protection Plan unless specifically agreed to between EPS and the Subscriber and so noted on this document.



Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 15th day of August, 2024 by and between ENGINEERED PROTECTION SYSTEMS, INC, 750 Front N.W., Suite 300, Grand Rapids, MI 49504 hereinafter referred to as EPS and

Wyoming Fire Station #4 1500 Burton St SW Wyoming, MI 49509

A. SERVICES:

That for the consideration hereinafter mentioned, EPS agrees to furnish Subscriber with a System ("System") as specified in the Schedule of Protection (attached form SP-2) in the premises of the Subscriber at:

Wyoming Fire Station #4 1500 Burton St SW Wyoming MI 49509

and will, subject to the terms and conditions hereof, during the term of this agreement provide the following services.

- 1. [X] Monitoring 2. [] Internet Monitoring * 3. [X] Cellular Monitoring * 4. [X] Service Agreement 5. [X] Cellular Protection Plan
6. [] Opening & Closing Supervision 7. [] Activity Report 8. [X] Inspection annual fire 9. [] Connected Services 10. [] Access Control Administration

* (if internet/cellular monitoring is checked, please see Internet/Cellular Monitoring Addendum)

B. PAYMENTS:

1. The subscriber agrees to pay EPS, its agents or assigns, the sum of \$0.00 plus tax. One half to be paid upon signing of this agreement and one half to be paid upon completion of installation of said System.

The Subscriber agrees to pay EPS, its agents or assigns, in addition, for the services provided if checked above, the sum of \$110.00 per month and is payable in installments of \$330.00 that is payable in advance on the first day of each quarter during the term hereof.

[X] Tax Exempt (If selected, Plus Tax above is void)

2. EPS shall have the right to increase the annual service charge provided for herein at any time after the expiration of one (1) year from the date such System is operative under this agreement upon giving the Subscriber written notice twenty-five (25) days in advance of the effective date of such increase.

3. If any new or increased charges for use of telephone or other communication lines or services or if any new or increased taxes, false alarm assessments, or license fees shall be hereafter charged, levied against or imposed upon EPS or its business or any phase thereof, the effect of which shall be to increase to EPS the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber shall be proportionately increased and as so increase shall be promptly paid by the Subscriber.

4. In the event EPS's representative is sent to the Subscriber's premise in response to a service call or signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be a service charge to the Subscriber, which subscriber agrees to pay upon billing by EPS.

C. TERM:

1. Except as otherwise herein provided, this agreement shall remain in full force and effect for a period of Three (3) years from the date System becomes operative, or the date of this contract, whichever is later. After the Three (3) years, this Agreement shall automatically renew on a year to year basis unless terminated by either party by written notice to the other party postmarked thirty (30) day prior to the expiration date or any extension thereof.

2. Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

D. LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EPS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT EPS IS BEING PAID FOR THE INSTALLATION, MONITORING AND SERVICE OF SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY EPS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT EPS IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO NEGLIGENCE PERFORMANCE BY EPS OR BY ANY SUBCONTRACTORS USED BY EPS OR FAILURE TO PERFORM ANY OF ITS

OBLIGATIONS, SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, IF, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF *EPS*, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-HALF (1/2) THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR \$250.00, WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER. IF THE SYSTEM INCLUDES COMPONENTS MANUFACTURED BY HONEYWELL INTERNATIONAL INC ("HONEYWELL") THE SAME LIMITATION OF LIABILITY SHALL EXIST FOR ANY CLAIM MADE BY SUBSCRIBER AGAINST HONEYWELL.

SUBSCRIBER AGREES THAT ANY LEGAL ACTION FOR A CLAIM WHICH IT MAY HAVE AGAINST *EPS* ARISING OUT OF *EPS*' S PERFORMANCE OF THIS CONTRACT MUST BE FILED WITHIN ONE YEAR OF THE DATE THAT THE CLAIM AROSE (WHICH IN THE CASE OF A LOSS SUFFERED BY CUSTOMER SHALL BE THE DATE THE LOSS OCCURRED) AND FURTHER AGREES THAT A CLAIM PERIOD OF ONE YEAR IS REASONABLE.

E. LIMITED WARRANTY:

EPS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.

F. SUBSCRIBER'S INDEMNIFICATION

WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS *EPS*, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING *EPS*'s PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, SERVICE, OPERATION AND NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF *EPS*, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF *EPS* WHILE ON SUBSCRIBER'S PREMISES.

G. SUBCONTRACTORS:

SUBSCRIBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT, AND PARTICULARLY THOSE PARAGRAPHS RELATING TO DISCLAIMER OF WARRANTY, LIMIT OF LIABILITY AND THIRD PARTY INDEMNIFICATION INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY *EPS* TO PROVIDE MONITORING, INSTALLATION OR SERVICE OF THE SYSTEM PROVIDED HEREIN, AND BIND SUBSCRIBER TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND SUBSCRIBER TO *EPS*. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS *EPS* AGAINST CLAIMS BY ANY ORGANIZATION ENGAGED TO MONITOR SUBSCRIBER'S SYSTEM OR TO WHICH A SIGNAL MAY BE TRANSMITTED.

H. APPROVAL:

This Agreement shall not be effective until executed in writing by an authorized representative of *EPS*. Further, this Agreement supersedes all previous Agreements and any Riders thereto, between the parties.

I. ENTIRE AGREEMENT

The Agreement of the parties is expressed hereinabove and in the Terms and Conditions on the reverse side and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT THE LIABILITY OF *EPS* IS LIMITED AS SET FORTH IN PARAGRAPHS D, E, F AND G, AND ACCEPTS THE LIMIT SET FORTH THEREIN. SUBSCRIBER ACCEPTS ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THERE HAS BEEN NO RELIANCE PLACED ON ANY PROVISION NOT APPEARING HEREIN.

ENGINEERED PROTECTION SYSTEMS, INC.

Michigan License #3601202358

By Rep:

By Subscriber Rep:

By EPS Security:

TERMS AND CONDITIONS

1. SUBSCRIBER'S AUTHORIZATION — Subscriber hereby authorizes and empowers EPS, its agents or assigns as follows:

- A.** To install said System as described in the Schedule of Protection at said location
- B.** To enter the premises for the purpose of inspecting, testing and repairing said System
- C.** To enter the premises in answer to a signal as representative and agent of Subscriber

2. SERVICE AGREEMENT:

- A.** Service for the equipment supplied under this Agreement will be provided by EPS if on the reverse side of this Agreement, Service Agreement is checked. All ordinary expenses of service and repairs shall be borne by EPS but if rendered necessary by alterations or repairs to the premises, such expenses shall be borne by Subscriber. If service agreement is not included, EPS will, if requested, provide the Subscriber with repair and parts replacement for the equipment at EPS's prevailing prices and terms at the time.
- B.** Should any part of the system be damaged by fire, water or extraneous causes, repairs shall be paid for by Subscriber.
- C.** If Subscriber's insurer, or any inspection bureau having jurisdiction, or by Subscriber's own act, shall require or make necessary any changes to the System as originally installed, Subscriber agrees to pay for the cost of such changes.
- D.** It is understood and agreed that EPS's obligations relates to the service of the specified System(s), and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any devices of the Subscriber or of others to which EPS's Systems are attached.
- E.** The Subscriber agrees that any person or persons, unauthorized by EPS will not be permitted to alter, remove or tamper with Equipment mentioned herein, and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or equipment of such System, except by the authorized agents of EPS without the written permission of EPS.
- F.** Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS shall have full and free access to the equipment to perform service thereon. EPS shall not be responsible for failure to render service due to causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Service Agreement unless specifically agreed to between EPS and the Subscriber and so noted on this document.
- G.** Subscriber shall carefully and properly set the system at closing of the premises. Subscriber shall carefully and properly test the equipment designated on the schedule of protection, prior to each closed period and shall immediately report to EPS any claimed inadequacy in or failure of the System. EPS shall make such repairs as soon after receipt of notice as is reasonably possible.
- H.** If the System includes a sprinkler system, EPS shall be responsible only for the service of EPS's equipment, and only for making the appropriate response to an alarm signal, if received by EPS. Subscriber is solely responsible for maintenance of the sprinkler system, including adequate heat, so it will at all times be in good working order. If pressure pumps are needed for proper operation of sprinkler supervisory and water flow alarms, due to fluctuation in the water pressure, such pressure pumps shall be provided by the Subscriber at Subscriber's expense.
- I.** Communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

3. MONITORING:

- A.** Signal receiving and notification service shall be provided by EPS if on the reverse side of this Agreement the Monitoring option is checked. The Subscriber agrees to furnish EPS a list of the names of all persons with whom EPS is authorized by Subscriber to communicate regarding the System and any signals received if EPS provides monitoring services.
- B. Subscriber also understands EPS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, Interfered with or otherwise damaged. Subscriber acknowledges that a cellular communication back-up device is available at an extra expense.**
- C.** In the event BURGLARY PROTECTION SERVICE is furnished under this Agreement, upon receipt of a burglar alarm signal from Subscriber's premises, EPS, at its sole discretion, shall attempt to First contact a designated representative at the premise. If EPS has not contacted a designated representative, then EPS may attempt to contact the first designated representative on the contact list provided by Subscriber to EPS. If EPS is unable to reach a designated representative of Subscriber, then EPS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department, unless there is just cause to assume that an emergency condition does not exist.
- D.** In the event FIRE ALARM SERVICE is furnished under this Agreement, EPS shall make every reasonable effort to transmit to the municipal fire department all fire alarm signals received at this Central Station from the Fire Alarm System.
- E.** In the event MEDICAL ALERT OR HOLD-UP/PANIC ALARM SERVICE is furnished under this Agreement, EPS shall, on receipt of medical alert or hold-up/panic alarm signal from the Subscribers premises, make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department or designated emergency service.
- F.** In the event a SUPERVISORY OR TROUBLE SIGNAL registers at EPSs Central Station, EPS shall make every reasonable effort to notify the designated representative of Subscriber.
- G. OPENING & CLOSING SUPERVISION** shall be provided by EPS if, on the reverse side of this Agreement, opening and dosing supervision is checked.
- H.** If ALARM RESPONSE SERVICE is available and is checked in this Agreement, on receipt of an alarm signal from Subscriber's premises, EPS will make a reasonable effort to send its representative, who will, only if Subscriber has provided a key in an EPS approved knox box located on premises, enter and make search of Subscriber's premises and is hereby authorized, as the agent of Subscriber, to cause the arrest of any person or persons found on the premises without authority to enter, and to hold or cause to be held, him or them, until released by Subscriber or Subscriber's authorized representative. In the event of interruption to the burglar alarm service, the services of EPS shall cease upon visual inspection of the protected premises from the inside and making of necessary emergency repairs to the burglar alarm system, where keys have been furnished in an EPS approved knox box. Where a knox box has not been furnished, services of EPS shall cease upon visual inspection of the protected premises from the outside.

4. CANCELLATION:

- A.** This Agreement may be terminated at the option of EPS at any time in the event that EPSs Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that EPS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of communication between the Subscriber's premises and EPSs Central Station or agency and EPS shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of

such termination, EPS will refund to the Subscriber any advance payments made for service to be supplied subsequent to the date of such termination.

B. It is understood and agreed that this Agreement may be terminated by EPS in the event that the Subscriber fails to follow any recommendations EPS may make for the repair or the replacement of defective parts of their system not covered under the Service Agreement or in the event that the Subscriber's failure to follow the operating instructions provided results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

C. In the event the Subscriber defaults in the performance of this Agreement in any manner whatsoever, including but not limited to, failure to make payments as specified or preventing EPS from performing its obligations under this agreement in any manner, the balance of all monies due for the unexpired term of this Agreement shall become due and payable to EPS immediately, and Subscriber acknowledges it is obligated to pay 75% of such amount in lump sum to EPS as liquidated damages.

5. INSTALLATION:

A. EPS assumes no liability for delay in installation of the System, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of EPS including interruption in telephone services. EPS will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

B. Any installation charge quoted in this agreement is based on EPS performing the installation with its own personnel, or EPS's subcontractors. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

C. Subscriber hereby authorizes EPS to make installations during regular working hours. Any variation from or alteration of the installation herein specified must be requested in writing by Subscriber and shall be paid for by Subscriber.

D. Subscriber shall supply or provide the necessary energy and power required to operate said System(s) at no expense to EPS. In the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify EPS immediately.

E. Telephone Service. Subscriber shall supply, at no charge to EPS, telephone hook ups, Internet access, and IP addresses as deemed necessary by EPS, in its sole discretion, AND TO NOTIFY EPS OF ANY CHANGE IN SUCH SERVICE.

F. Wire mold or conduit for any wiring, plenum wire, trenching for buried conduit or wiring located outside the building is not included in the agreement, unless specifically included in our proposal. If any of the preceding is required, Subscriber will agree to provide such at Subscriber's expense.

G. Subscriber acknowledges that EPS has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make EPS aware of such conditions, failing which EPS shall have no responsibility whatsoever for damage that may be caused.

H. Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

I. EPS reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than sixty (60) days.

6. WAIVER OF JURY TRIAL — EPS AND SUBSCRIBER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER EPS NOR SUBSCRIBER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY SUCH PARTY.

7. ATTORNEY FEES - If Subscriber defaults under this Agreement, then in addition to payment of liquidated damages to EPS, Subscriber also agrees to pay on demand all reasonable attorney fees incurred by EPS in protecting and enforcing the rights of and obligations to EPS under this Agreement, including its right to take possession of its equipment from Subscriber, or Subscriber's landlord, or any receiver or trustee in bankruptcy appointed for Subscriber.

8. ASSIGNABILITY - This Agreement is not assignable by the Subscriber without the prior written approval of EPS which shall not be unreasonably withheld. EPS may assign its interest in this Agreement to any entity which is licensed to provide the services required to be performed by EPS.

9. PARTIAL INVALIDITY - In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable or to violate the provisions of any law, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case, the unenforceable or invalid provisions shall be deemed stricken, shall be deemed as non-material to the Agreement as a whole, and the balance of the Agreement shall be construed and enforced as if the stricken provisions were never part of the Agreement.

**Schedule of Protection
(SP2)**

Subscriber: Wyoming Fire Station #4

Location: 1500 Burton St SW Wyoming, MI 49509

Devices:

- 1 DMP DualCom Verizon LTE Fire-Rated Cellular Alarm Signal Communicator

In addition to all existing equipment

Notifier System

I accept decline the cellular communicator unit.

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

ENGINEERED PROTECTION SYSTEMS, INC.

By Rep:

By Subscriber Rep:

By EPS Security:

INTERNET/CELLULAR MONITORING ADDENDUM

At your choice, the monitoring service being provided to you by EPS will use the public Internet and/or the Cellular network, as the means of communication of signals from your premises to our Central Station.

The provision of public Internet service to your premises is your responsibility. You are encouraged to select an Internet Service Provider (ISP) that provides adequate standby power and 24-hour support service. Where the ISP requires that your connection be verified, authenticated or "logged on," it will be your responsibility to provide the necessary software and/or equipment to accomplish this requirement.

EPS will supply and install an Internet Signal Transmitter (IST) connected to your security system control unit. It will be your responsibility to provide, within 5 feet of your security control unit, a suitable RJ-45 Ethernet connection into which we will plug our 1ST.

It will be your responsibility to provide standby electrical power to your broadband modem and any other devices such as routers, hubs or switches that may affect the Internet communications with a recommended standby duration of 24 hours, but in all cases not less than 15 minutes. You are on notice that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted.

You are advised that a failure in the communication facilities may occur for any number of reasons including, but not limited, to: a) intentional cutting or severing of communication cables entering your premises; b) loss of commercial electrical power and a subsequent failure or depletion of standby power; c) a failure of your modem, hub, router, switch or other equipment in the Internet path within your premises; d) a failure of the 1ST; e) a failure or malfunction of an ISP or its facilities; f) a failure in the cellular network; g) a failure in the AlarmNet network or equipment; h) any other failure beyond the control of EPS.

When our Central Station is alerted of a failure in the communication facilities, it is not our current policy to notify you, since under current technology there are frequent interruptions which occur.

Upon receiving notification of a failure in the communication facilities, it will be your responsibility to verify that the public Internet service to your premises is functioning correctly. Once you have determined that your public Internet connection is working properly, it will be your responsibility to telephone our Central Station and determine if communications have been restored.

If the services of an EPS technician are required, a service charge will apply if no fault is found in the security system or the 1ST but a problem is observed in your public Internet connection or any equipment associated with the public Internet connection, or as a result of a failure of the standby power for your equipment.

It is agreed and understood that EPS has no control over the provision of public Internet service to you and/or your premises and, as such, EPS has no control over the reliability of the service nor does EPS have any control over the provision of primary or standby power for the Internet modem, hubs, routers, switches or other equipment on your premises. If, in the sole opinion of EPS, there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals, EPS may, at its sole discretion, levy additional charges to you as our compensation for the additional and unusual costs.

CELLULAR PROTECTION PLAN

A. If Cellular Protection Plan is checked on the front of the Agreement, all ordinary expenses of service, repair and upgrades (when necessary) of the Cellular Equipment (Equipment) listed on this Agreement shall be borne by EPS, but if rendered necessary by alterations or repairs to the premises where the Equipment is located, such expenses shall be borne by Subscriber.

B. Should any part of the Equipment be damaged by fire, water or other casualty repairs shall be paid for by Subscriber.

C. Should Subscriber's insurer, or any inspection bureau having jurisdiction, or Subscriber by its own act, require or make necessary any changes to the Equipment, as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified Equipment, and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any other devices of the Subscriber or of others to which EPS's systems are attached unless there is a separate signed written agreement by EPS to provide these services.

E. The Subscriber agrees that it shall not permit any person to alter, remove or tamper with Equipment mentioned herein unless authorized in advance by EPS, and will safeguard said Equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or related equipment of such Equipment, except by the authorized agents of EPS and so noted on this document.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS will have full and free access to the Equipment to perform service/upgrade thereon. EPS shall not be responsible for failure to render service due to Acts of God or other causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Cellular Protection Plan unless specifically agreed to between EPS and the Subscriber and so noted on this document.



Purchase Order and Service Agreement



MEMORANDUM OF AGREEMENT made this 17th day of July, 2024 by and between ENGINEERED PROTECTION SYSTEMS, INC. 750 Front N.W., Suite 300, Grand Rapids, MI 49504 hereinafter referred to as EPS and

Wyoming Fire Station #2 4507 S Division Ave Wyoming, MI 49548

A. SERVICES:

That for the consideration hereinafter mentioned, EPS agrees to furnish Subscriber with a System ("System") as specified in the Schedule of Protection (attached form SP-2) in the premises of the Subscriber at:

Wyoming Fire Station #2 4507 S Division Ave Wyoming MI 49548

and will, subject to the terms and conditions hereof, during the term of this agreement provide the following services.

- 1. [x] Monitoring 2. [] Internet Monitoring * 3. [x] Cellular Monitoring * 4. [x] Service Agreement 5. [x] Cellular Protection Plan
6. [] Opening & Closing Supervision 7. [] Activity Report 8. [x] Inspection annual fire 9. [] Connected Services 10. [] Access Control Administration

* (if internet/cellular monitoring is checked, please see Internet/Cellular Monitoring Addendum)

B. PAYMENTS:

1. The subscriber agrees to pay EPS, its agents or assigns, the sum of \$0.00 plus tax. One half to be paid upon signing of this agreement and one half to be paid upon completion of installation of said System.

The Subscriber agrees to pay EPS, its agents or assigns, in addition, for the services provided if checked above, the sum of \$110.00 per month and is payable in installments of \$330.00 that is payable in advance on the first day of each quarter during the term hereof.

[x] Tax Exempt (If selected, Plus Tax above is void)

2. EPS shall have the right to increase the annual service charge provided for herein at any time after the expiration of one (1) year from the date such System is operative under this agreement upon giving the Subscriber written notice twenty-five (25) days in advance of the effective date of such increase.

3. If any new or increased charges for use of telephone or other communication lines or services or if any new or increased taxes, false alarm assessments, or license fees shall be hereafter charged, levied against or imposed upon EPS or its business or any phase thereof, the effect of which shall be to increase to EPS the cost of performing this agreement, the calculated amount of the monthly installments payable by Subscriber shall be proportionately increased and as so increase shall be promptly paid by the Subscriber.

4. In the event EPS's representative is sent to the Subscriber's premise in response to a service call or signal caused by the Subscriber improperly following operating instructions or failing to close or properly secure a window, door or other protected point, there shall be a service charge to the Subscriber, which subscriber agrees to pay upon billing by EPS.

C. TERM:

1. Except as otherwise herein provided, this agreement shall remain in full force and effect for a period of Three (3) years from the date System becomes operative, or the date of this contract, whichever is later. After the Three (3) years, this Agreement shall automatically renew on a year to year basis unless terminated by either party by written notice to the other party postmarked thirty (30) day prior to the expiration date or any extension thereof.

2. Title to the equipment is to remain with EPS until the full purchase price is paid. Failure to pay the purchase price of the installed equipment when due shall give EPS the right, without obligation to redecorate or repair the premises or any other liability, to repossess that equipment with or without notice, and to avail itself of any legal remedy.

D. LIMIT OF LIABILITY

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT EPS IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER: THAT EPS IS BEING PAID FOR THE INSTALLATION, MONITORING AND SERVICE OF SYSTEM DESIGNED TO REDUCE CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY EPS ARE NOT SUFFICIENT TO GUARANTEE THAT NO LOSS WILL OCCUR; THAT EPS IS NOT ASSUMING RESPONSIBILITY FOR ANY PERSONAL INJURY OR PROPERTY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO NEGLIGENT PERFORMANCE BY EPS OR BY ANY SUBCONTRACTORS USED BY EPS OR FAILURE TO PERFORM ANY OF ITS

OBLIGATIONS, SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO THE FAULTY OPERATION OF THE SYSTEM OR FAILURE OF SERVICES PROVIDED, IF, NOT WITHSTANDING THE ABOVE PROVISIONS, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF EPS, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE-HALF (1/2) THE ANNUAL SERVICE CHARGE PROVIDED HEREIN OR \$250.00, WHICHEVER IS THE LESSER, AND THIS LIABILITY SHALL BE EXCLUSIVE. IN THE EVENT THE SUBSCRIBER WISHES THE COMPANY TO ASSUME A GREATER OR HIGHER LIMITATION OF LIABILITY, THE SUBSCRIBER MAY, AS A MATTER OF RIGHT, OBTAIN FROM THE COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT PROPORTIONED TO THE INCREASE IN DAMAGES, BUT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD THE COMPANY AS AN INSURER. IF THE SYSTEM INCLUDES COMPONENTS MANUFACTURED BY HONEYWELL INTERNATIONAL INC ("HONEYWELL") THE SAME LIMITATION OF LIABILITY SHALL EXIST FOR ANY CLAIM MADE BY SUBSCRIBER AGAINST HONEYWELL.

SUBSCRIBER AGREES THAT ANY LEGAL ACTION FOR A CLAIM WHICH IT MAY HAVE AGAINST EPS ARISING OUT OF EPS' S PERFORMANCE OF THIS CONTRACT MUST BE FILED WITHIN ONE YEAR OF THE DATE THAT THE CLAIM AROSE (WHICH IN THE CASE OF A LOSS SUFFERED BY CUSTOMER SHALL BE THE DATE THE LOSS OCCURRED) AND FURTHER AGREES THAT A CLAIM PERIOD OF ONE YEAR IS REASONABLE.

E. LIMITED WARRANTY:

EPS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THERE ARE NO IMPLIED WARRANTIES WHATSOEVER.

F. SUBSCRIBER'S INDEMNIFICATION

WHEN SUBSCRIBER IN THE ORDINARY COURSE OF BUSINESS HAS THE PROPERTY OF OTHERS IN HIS CUSTODY, OR THE SYSTEM EXTENDS TO PROTECT THE PROPERTY OF OTHERS, OR THE SYSTEM IS MONITORED BY OTHERS, SUBSCRIBER AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EPS, ITS EMPLOYEES AND AGENTS FOR AND AGAINST ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT. THIS PROVISION SHALL APPLY TO ALL CLAIMS REGARDLESS OF CAUSE INCLUDING EPS'S PERFORMANCE OR FAILURE TO PERFORM AND INCLUDING DEFECTS IN PRODUCTS, DESIGN, INSTALLATION, SERVICE, OPERATION AND NON-OPERATION OF THE SYSTEM WHETHER BASED UPON NEGLIGENCE, ACTIVE OR PASSIVE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION, OR STRICT OR PRODUCT LIABILITY ON THE PART OF EPS, ITS EMPLOYEES OR AGENTS, BUT THIS PROVISION SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE SOLELY AND DIRECTLY CAUSED BY AN EMPLOYEE OF EPS WHILE ON SUBSCRIBER'S PREMISES.

G. SUBCONTRACTORS:

SUBSCRIBER ACKNOWLEDGES THAT THE PROVISIONS OF THIS AGREEMENT, AND PARTICULARLY THOSE PARAGRAPHS RELATING TO DISCLAIMER OF WARRANTY, LIMIT OF LIABILITY AND THIRD PARTY INDEMNIFICATION INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY EPS TO PROVIDE MONITORING, INSTALLATION OR SERVICE OF THE SYSTEM PROVIDED HEREIN, AND BIND SUBSCRIBER TO SAID SUBCONTRACTOR WITH THE SAME FORCE AND EFFECT AS THEY BIND SUBSCRIBER TO EPS. SUBSCRIBER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EPS AGAINST CLAIMS BY ANY ORGANIZATION ENGAGED TO MONITOR SUBSCRIBER'S SYSTEM OR TO WHICH A SIGNAL MAY BE TRANSMITTED.

H. APPROVAL:

This Agreement shall not be effective until executed in writing by an authorized representative of EPS. Further, this Agreement supersedes all previous Agreements and any Riders thereto, between the parties.

I. ENTIRE AGREEMENT

The Agreement of the parties is expressed hereinabove and in the Terms and Conditions on the reverse side and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Subscriber's purchase order, or any other document, this agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

SUBSCRIBER ACKNOWLEDGES THAT THE LIABILITY OF EPS IS LIMITED AS SET FORTH IN PARAGRAPHS D, E, F AND G, AND ACCEPTS THE LIMIT SET FORTH THEREIN. SUBSCRIBER ACCEPTS ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THERE HAS BEEN NO RELIANCE PLACED ON ANY PROVISION NOT APPEARING HEREIN.

ENGINEERED PROTECTION SYSTEMS, INC.

Michigan License #3601202358

By Rep:

By Subscriber Rep: *John Shay* 7/22/2024
John Shay, City Manager

By EPS Security:

Lead #: 000000065373

Approved as to form

Scott G. Smith

Scott G. Smith, City Attorney
Date: 7/22/2024

Revision 2016.1

TERMS AND CONDITIONS

1. SUBSCRIBER'S AUTHORIZATION — Subscriber hereby authorizes and empowers EPS, its agents or assigns as follows:

- A. To install said System as described in the Schedule of Protection at said location
- B. To enter the premises for the purpose of inspecting, testing and repairing said System
- C. To enter the premises in answer to a signal as representative and agent of Subscriber

2. SERVICE AGREEMENT:

A. Service for the equipment supplied under this Agreement will be provided by EPS if on the reverse side of this Agreement, Service Agreement is checked. All ordinary expenses of service and repairs shall be borne by EPS but if rendered necessary by alterations or repairs to the premises, such expenses shall be borne by Subscriber. If service agreement is not included, EPS will, if requested, provide the Subscriber with repair and parts replacement for the equipment at EPS's prevailing prices and terms at the time.

B. Should any part of the system be damaged by fire, water or extraneous causes, repairs shall be paid for by Subscriber.

C. If Subscriber's insurer, or any inspection bureau having jurisdiction, or by Subscriber's own act, shall require or make necessary any changes to the System as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified System(s), and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any devices of the Subscriber or of others to which EPS's Systems are attached.

E. The Subscriber agrees that any person or persons, unauthorized by EPS will not be permitted to alter, remove or tamper with Equipment mentioned herein, and will safeguard said equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or equipment of such System, except by the authorized agents of EPS without the written permission of EPS.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS shall have full and free access to the equipment to perform service thereon. EPS shall not be responsible for failure to render service due to causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Service Agreement unless specifically agreed to between EPS and the Subscriber and so noted on this document.

G. Subscriber shall carefully and properly set the system at closing of the premises. Subscriber shall carefully and properly test the equipment designated on the schedule of protection, prior to each closed period and shall immediately report to EPS any claimed inadequacy in or failure of the System. EPS shall make such repairs as soon after receipt of notice as is reasonably possible.

H. If the System includes a sprinkler system, EPS shall be responsible only for the service of EPS's equipment, and only for making the appropriate response to an alarm signal, if received by EPS. Subscriber is solely responsible for maintenance of the sprinkler system, including adequate heat, so it will at all times be in good working order. If pressure pumps are needed for proper operation of sprinkler supervisory and water flow alarms, due to fluctuation in the water pressure, such pressure pumps shall be provided by the Subscriber at Subscriber's expense.

I. Communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

3. MONITORING:

A. Signal receiving and notification service shall be provided by EPS if on the reverse side of this Agreement the Monitoring option is checked. The Subscriber agrees to furnish EPS a list of the names of all persons with whom EPS is authorized by Subscriber to communicate regarding the System and any signals received if EPS provides monitoring services.

B. Subscriber also understands EPS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. Subscriber acknowledges that a cellular communication back-up device is available at an extra expense.

C. In the event BURGLARY PROTECTION SERVICE is furnished under this Agreement, upon receipt of a burglar alarm signal from Subscriber's premises, EPS, at its sole discretion, shall attempt to first contact a designated representative at the premise. If EPS has not contacted a designated representative, then EPS may attempt to contact the first designated representative on the contact list provided by Subscriber to EPS. If EPS is unable to reach a designated representative of Subscriber, then EPS shall make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department, unless there is just cause to assume that an emergency condition does not exist.

D. In the event FIRE ALARM SERVICE is furnished under this Agreement, EPS shall make every reasonable effort to transmit to the municipal fire department all fire alarm signals received at this Central Station from the Fire Alarm System.

E. In the event MEDICAL ALERT OR HOLD-UP/PANIC ALARM SERVICE is furnished under this Agreement, EPS shall, on receipt of medical alert or hold-up/panic alarm signal from the Subscriber's premises, make every reasonable effort to transmit the alarm promptly to the headquarters of the municipal police department or designated emergency service.

F. In the event a SUPERVISORY OR TROUBLE SIGNAL registers at EPS's Central Station, EPS shall make every reasonable effort to notify the designated representative of Subscriber.

G. OPENING & CLOSING SUPERVISION shall be provided by EPS if, on the reverse side of this Agreement, opening and closing supervision is checked.

H. If ALARM RESPONSE SERVICE is available and is checked in this Agreement, on receipt of an alarm signal from Subscriber's premises, EPS will make a reasonable effort to send its representative, who will, only if Subscriber has provided a key in an EPS approved knock box located on premises, enter and make search of Subscriber's premises and is hereby authorized, as the agent of Subscriber, to cause the arrest of any person or persons found on the premises without authority to enter, and to hold or cause to be held, him or them, until released by Subscriber or Subscriber's authorized representative. In the event of interruption to the burglar alarm service, the services of EPS shall cease upon visual inspection of the protected premises from the inside and making of necessary emergency repairs to the burglar alarm system, where keys have been furnished in an EPS approved knock box. Where a knock box has not been furnished, services of EPS shall cease upon visual inspection of the protected premises from the outside.

4. CANCELLATION:

A. This Agreement may be terminated at the option of EPS at any time in the event that EPS's Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that EPS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of communication between the Subscriber's premises and EPS's Central Station or agency and EPS shall not be liable for any damages or subject to any penalty as a result of such termination. In the event of

such termination, EPS will refund to the Subscriber any advance payments made for service to be supplied subsequent to the date of such termination.

B. It is understood and agreed that this Agreement may be terminated by EPS in the event that the Subscriber fails to follow any recommendations EPS may make for the repair or the replacement of defective parts of their system not covered under the Service Agreement or in the event that the Subscriber's failure to follow the operating instructions provided results in an undue number of false alarms or if the premises in which the system is installed are so modified or altered after installation as to render continuation of service impractical.

C. In the event the Subscriber defaults in the performance of this Agreement in any manner whatsoever, including but not limited to, failure to make payments as specified or preventing EPS from performing its obligations under this agreement in any manner, the balance of all monies due for the unexpired term of this Agreement shall become due and payable to EPS immediately, and Subscriber acknowledges it is obligated to pay 75% of such amount in lump sum to EPS as liquidated damages.

5. INSTALLATION:

A. EPS assumes no liability for delay in installation of the System, or interruption of service due to strikes, riots, floods, fires, acts of God or any cause beyond the control of EPS including interruption in telephone services. EPS will not be required to supply service to the Subscriber while interruption of service due to any such cause shall continue.

B. Any installation charge quoted in this agreement is based on EPS performing the installation with its own personnel, or EPS's subcontractors. If for any reason this installation must be performed by outside Contractors, said installation charge shall be subject to revision.

C. Subscriber hereby authorizes EPS to make installations during regular working hours. Any variation from or alteration of the installation herein specified must be requested in writing by Subscriber and shall be paid for by Subscriber.

D. Subscriber shall supply or provide the necessary energy and power required to operate said System(s) at no expense to EPS. In the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify EPS immediately.

E. Telephone Service. Subscriber shall supply, at no charge to EPS, telephone hook ups, Internet access, and IP addresses as deemed necessary by EPS, in its sole discretion, AND TO NOTIFY EPS OF ANY CHANGE IN SUCH SERVICE.

F. Wire mold or conduit for any wiring, plenum wire, trenching for buried conduit or wiring located outside the building is not included in the agreement, unless specifically included in our proposal. If any of the preceding is required, Subscriber will agree to provide such at Subscriber's expense.

G. Subscriber acknowledges that EPS has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls, and it is Subscriber's obligation to make EPS aware of such conditions, failing which EPS shall have no responsibility whatsoever for damage that may be caused.

H. Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

6. WAIVER OF JURY TRIAL — EPS AND SUBSCRIBER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY OF THEM. NEITHER EPS NOR SUBSCRIBER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY SUCH PARTY.

7. ATTORNEY FEES - If Subscriber defaults under this Agreement, then in addition to payment of liquidated damages to EPS, Subscriber also agrees to pay on demand all reasonable attorney fees incurred by EPS in protecting and enforcing the rights of and obligations to EPS under this Agreement, including its right to take possession of its equipment from Subscriber, or Subscriber's landlord, or any receiver or trustee in bankruptcy appointed for Subscriber.

8. ASSIGNABILITY - This Agreement is not assignable by the Subscriber without the prior written approval of EPS which shall not be unreasonably withheld. EPS may assign its interest in this Agreement to any entity which is licensed to provide the services required to be performed by EPS.

9. PARTIAL INVALIDITY - In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable or to violate the provisions of any law, such finding shall not affect the validity or enforceability of the remaining provisions of this Agreement. In such case, the unenforceable or invalid provisions shall be deemed stricken, shall be deemed as non-material to the Agreement as a whole, and the balance of the Agreement shall be construed and enforced as if the stricken provisions were never part of the Agreement.

Schedule of Protection
(SP2)

Subscriber: Wyoming Fire Station #2

Location: 4507 S Division Ave Wyoming, MI 49548

Devices:

1 DMP DualCom Verizon LTE Fire-Rated Cellular Alarm Signal Communicator

In addition to all existing equipment

Notifier System

I accept decline the cellular communicator unit.

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

ENGINEERED PROTECTION SYSTEMS, INC.

By Rep:

By Subscriber Rep:

John Shay 7/22/2024

John Shay, City Manager

By EPS Security:

INTERNET/CELLULAR MONITORING ADDENDUM

At your choice, the monitoring service being provided to you by EPS will use the public Internet and/or the Cellular network, as the means of communication of signals from your premises to our Central Station.

The provision of public Internet service to your premises is your responsibility. You are encouraged to select an Internet Service Provider (ISP) that provides adequate standby power and 24-hour support service. Where the ISP requires that your connection be verified, authenticated or "logged on," it will be your responsibility to provide the necessary software and/or equipment to accomplish this requirement.

EPS will supply and install an Internet Signal Transmitter (IST) connected to your security system control unit. It will be your responsibility to provide, within 5 feet of your security control unit, a suitable RJ-45 Ethernet connection into which we will plug our 1ST.

It will be your responsibility to provide standby electrical power to your broadband modem and any other devices such as routers, hubs or switches that may affect the Internet communications with a recommended standby duration of 24 hours, but in all cases not less than 15 minutes. You are on notice that communications will fail if the power for your modem, routers, hubs, switches, etc. is interrupted.

You are advised that a failure in the communication facilities may occur for any number of reasons including, but not limited, to: a) intentional cutting or severing of communication cables entering your premises; b) loss of commercial electrical power and a subsequent failure or depletion of standby power; c) a failure of your modem, hub, router, switch or other equipment in the Internet path within your premises; d) a failure of the 1ST; e) a failure or malfunction of an ISP or its facilities; f) a failure in the cellular network; g) a failure in the AlarmNet network or equipment; h) any other failure beyond the control of EPS.

When our Central Station is alerted of a failure in the communication facilities, it is not our current policy to notify you, since under current technology there are frequent interruptions which occur.

Upon receiving notification of a failure in the communication facilities, it will be your responsibility to verify that the public Internet service to your premises is functioning correctly. Once you have determined that your public Internet connection is working properly, it will be your responsibility to telephone our Central Station and determine if communications have been restored.

If the services of an EPS technician are required, a service charge will apply if no fault is found in the security system or the 1ST but a problem is observed in your public Internet connection or any equipment associated with the public Internet connection, or as a result of a failure of the standby power for your equipment.

It is agreed and understood that EPS has no control over the provision of public Internet service to you and/or your premises and, as such, EPS has no control over the reliability of the service nor does EPS have any control over the provision of primary or standby power for the Internet modem, hubs, routers, switches or other equipment on your premises. If, in the sole opinion of EPS, there are excessive failures in the communication facilities resulting in additional and unusual expenses incurred in the reporting and clearing of signals, EPS may, at its sole discretion, levy additional charges to you as our compensation for the additional and unusual costs.

CELLULAR PROTECTION PLAN

A. If Cellular Protection Plan is checked on the front of the Agreement, all ordinary expenses of service, repair and upgrades (when necessary) of the Cellular Equipment (Equipment) listed on this Agreement shall be borne by EPS, but if rendered necessary by alterations or repairs to the premises where the Equipment is located, such expenses shall be borne by Subscriber.

B. Should any part of the Equipment be damaged by fire, water or other casualty repairs shall be paid for by Subscriber.

C. Should Subscriber's insurer, or any inspection bureau having jurisdiction, or Subscriber by its own act, require or make necessary any changes to the Equipment, as originally installed, Subscriber agrees to pay for the cost of such changes.

D. It is understood and agreed that EPS's obligations relates to the service of the specified Equipment, and that EPS is in no way obligated to maintain, repair, service, operate or assure the operation of the property, system or any other devices of the Subscriber or of others to which EPS's systems are attached unless there is a separate signed written agreement by EPS to provide these services.

E. The Subscriber agrees that it shall not permit any person to alter, remove or tamper with Equipment mentioned herein unless authorized in advance by EPS, and will safeguard said Equipment against loss and damage during the term of this agreement. The Subscriber shall not permit any device, contrivance or apparatus to be attached to the lines, wires, instruments or related equipment of such Equipment, except by the authorized agents of EPS and so noted on this document.

F. Service will be furnished by EPS during its normal working hours, Monday through Friday, except holidays. EPS will have full and free access to the Equipment to perform service/upgrade thereon. EPS shall not be responsible for failure to render service due to Acts of God or other causes beyond its control. Service rendered outside the normal working hours for EPS are not within the scope of the Cellular Protection Plan unless specifically agreed to between EPS and the Subscriber and so noted on this document.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL TO REPLACE A
HEATING COIL AT THE WYOMING POLICE DEPARTMENT BUILDING

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from DHE Plumbing & Mechanical, LLC to replace a heating coil at the Wyoming Police Department building in the total estimated amount of \$10,700.
2. It is further recommended the City Council authorize a \$1,300 contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal to replace a heating coil at the Wyoming Police Department building.
2. The City Council authorizes the contingency.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: August 8, 2024
Subject: Police Department Building Heating Coil Replacement
From: Troy Rinks, Facilities Foreman
CC: Myron Erickson, Director of Public Works
Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended that the City Council accept a quotation from DHE Plumbing & Mechanical in the amount of \$10,700.00, plus an approximate 10% contingency for a not to exceed amount of \$12,000.00, to replace a heating coil at the Wyoming Police Department building.

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:

In 2024, the heating coil for the second-floor air handler at the Police building cracked and failed. This hot water heating coil in the air handler unit is critical for regulating temperature and humidity, maintaining air quality, and contributing to the overall efficiency of the HVAC system in the 40,000 sq. ft., 24/7/365 facility. This coil is the original from when the building was constructed over 20 years ago.

A specification was created and sent to three qualified local contractors with a history of performing this type of work for the city. One contractor did not provide a complete quote, but the two contractors who did provided estimates as follows:

DHE Plumbing & Mechanical	\$10,700.00
Peerbolts Inc.	\$11,570.00

After reviewing the quotations received, it is recommended that the City Council accept the quotation from DHE Plumbing & Mechanical, in the amount of \$10,700.00, with an approximate 10% contingency for a not to exceed amount of \$12,000.00, to replace a heating coil at the Police Department building.

BUDGET IMPACT:

Sufficient funds are available in the Public Safety Fund, Police, Buildings, Capital Outlay Account: 205-301-30610-975.000.

Attachments:

Contract

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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

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

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

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

Effective Date means: September 4, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

Contractor: DHE Plumbing and Mechanical LLC

By: _____
Robert Postema, Mayor Pro-Tem

By: Brad Selvas
(Signature officer, director, or principal of Contractor)
Brad Selvas (Service Manager)
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 8-20, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

Scott G. Smith, City Attorney



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

Date: 8/16/2024

HVAC PROPOSAL

Attn: Troy

Billing Location:
City of Wyoming Police

Location:

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

HVAC Scope of Work: AHU-2 Repairs

AHU-2 Repairs

- Replacement of lower heating coil
- Installation of new relief dampers with new Belimo actuator
- Labor
- Coil build and deliver is approx. 5 weeks

TOTAL \$10,700.00

Customer Approval & Signature: _____

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

Best Regards,

Brad Selvius
brads@dheplumbing.com

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
GETAC RUGGED TABLETS AND ACCESSORIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of eight Getac A150 ruggedized tablets, keyboards, and accompanying mounting accessories from Midwest Public Safety in the total estimated amount of \$33,039.20 using Sourcewell contract pricing.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of Getac rugged tablets and accessories from Midwest Public Safety.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the 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 3, 2024:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: August 20, 2024
Subject: Getac Rugged Tablets and Accessories for Public Safety
From: Paul Gerndt, Director of Information Technology
CC: Kim Koster, Director of Public Safety
Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended the City Council approve the purchase of eight Getac A140 ruggedized tablets, keyboards, and accompanying mounting accessories in the amount of approximately \$33,039.20 from Midwest Public Safety.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

In May 2023, six Getac rugged computer tablets were purchased for evaluation as a possible new standard mobile computer terminal (MCT) for Police vehicles. The Getac tablets have proven reliable in the harsh patrol car environment and significantly improve ergonomic conditions for Officers. Due to the success of the pilot, three more Getac tablets were purchased to equip new patrol vehicles in January.



Eight (8) tablets are being requested to replace MCTs that will reach the end of their service life this fiscal year. The MCT is critical equipment that connects the Officer to Central Dispatch and enables in-vehicle functions such as writing reports, searching LEIN for persons or vehicles, reviewing in-

car and body camera footage, and myriad other tasks. Routine replacement of MCTs after 6 years of service helps ensure security, performance, and reliability.

Midwest Public Safety has provided the attached proposal with pricing from the Sourcewell cooperative purchasing contract #090122-GET. Sourcewell is a cooperative purchasing solution that saves time and money through offering ready-to-use competitively solicited contracts on behalf of government and education entities. Midwest Public Safety is a Sourcewell authorized reseller.

The Sourcewell contract for Getac rugged laptops, tablets, and accessories provides for a 15% discount off manufacturer suggested retail price.

BUDGET IMPACT:

\$39,200 is budgeted for Getac Tablets in account number 205-301-30500-740.200, Public Safety Fund – Police, Operating Supplies Computer Equipment.

Attachment:

- Midwest Public Safety Quote



QUOTE

Midwest Public Safety
C/O US Bank N.A.
TFM P.O. Box 860573
Minneapolis, Minnesota 55486-0573
United States

2178550082
midwestpublicsafetygroup.org

BILL TO
Wyoming Police Department
Todd Curran
2300 Dehoop Ave SW
Wyoming, Michigan 49509
United States

616-530-7221
todd.curran@wyomingmi.gov

Estimate Number: 1774

Customer Ref: Sourcewell buying contract 090122-GET

Estimate Date: August 5, 2024

Valid Until: October 7, 2024

Estimate Total (USD): **\$33,039.20**

Products	Quantity	Unit Price	Extended Price
AM2O64QA5DBX A140 G2 - Intel Core i5-10210U, Webcam, Win11+16GB, 256GB PCIe SSD, SR(FHD IPS+TS+stylus), US Power Cord, 8M Rear Camera, WIFI+BT, Hard Handle	8	\$2,950.00	\$23,600.00
GAD2X8 GETAC : Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty	8	\$98.00	\$784.00
OHHGTC801 A140 - Havis, PKG-DS-GTC-801, Vehicle Dock with Bracket (ex. vehicle adapter)	8	\$662.65	\$5,301.20
GDKBU9 Getac Rugged Keyboard, 3 year warranty	8	\$221.75	\$1,774.00
C-KBM-201 Havis Rugged Keyboard Mount	8	\$92.25	\$738.00
C-ADP-116 HAVIS, INC. : FXDADP,BRKT,DEVMT,KYBRD	8	\$22.25	\$178.00
MD-ARM-0600 Mounting kits;MD-ARM-0603,Swivel Arm Mount With 6" Base, 3" Extension,For K120G2,Havis	8	\$83.00	\$664.00



QUOTE

Midwest Public Safety
C/O US Bank N.A.
TFM P.O. Box 860573
Minneapolis, Minnesota 55486-0573
United States

2178550082
midwestpublicsafetygroup.org

Subtotal:	\$33,039.20
<hr/>	
Total:	\$33,039.20
<hr/>	
Estimate Total (USD):	\$33,039.20

Notes / Terms

Midwest Public Safety
2665 Harryland Rd.
Decatur, IL 62521

www.midwestpublicsafetygroup.org
217-855-0082

Accepted by: _____
Accepted Date: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM THE ARCHITECTURAL GROUP, INC.
FOR ARCHITECTURAL AND DESIGN SERVICES FOR CAPITAL IMPROVEMENT
PROJECTS AND RENOVATIONS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from The Architectural Group, Inc. for architectural and design services for various future capital improvement projects and renovations through the end of fiscal year 2027 in the total amount not to exceed \$50,000 per year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from The Architectural Group, Inc. for architectural and design services for various future capital improvement projects and renovations.
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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: August 20, 2024
Subject: Professional Architectural Design Services
From: Troy Rinks, Facilities Foreman
CC: Myron Erickson, Director of Public Works
Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended that the City Council accept a proposal from The Architectural Group (T.A.G.) to provide professional architectural design services for various future capital improvement projects and renovations for the City with a not to exceed amount of \$50,000 per fiscal year, through the end of fiscal year 2027.

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:

A number of small capital projects requiring stamped architectural drawings are anticipated to occur within the next several years. These include renovations to the kitchen and living quarter facilities at the police and fire stations, holding cell renovations at the court building, and minor modifications to interior spaces at other City buildings. For some of this work, stamped architectural drawings need to be submitted to obtain applicable building permits and comply with building code. These drawings will be certified by an architect with their stamp and signature. The stamp indicates that the architect is responsible for the drawings and that they were created by the architect or under their direct supervision. It also serves as an official endorsement that the architect has met the state licensing board's standards and criteria.

Soliciting quotations and entering into separate contracts for every project requires considerable effort and adds several weeks to each project timeline. Contracting with a single architectural firm eliminates this, fosters familiarity with City staff and permit processes, and ensures design continuity between all City buildings.

T.A.G has provided architectural services for numerous City projects over the last several years, including work at the Division Ave. and Burton St. fire stations, multiple improvements at the Clean Water Plant, and several projects at City Hall. Historically, they have either provided the only or low proposal for such services when solicitations were released. Located in Grandville, they have a local presence that has proved beneficial when last minute changes or problems arose.

The proposed contract with T.A.G identifies set hourly rates that do not increase for the current and next 2 fiscal years. Staff intend to utilize this contract and its designated hourly rates to complete various smaller projects, with a not to exceed amount of \$50,000 per fiscal year. For larger projects that require more effort, staff intend to require T.A.G to provide a project-specific proposal that will require a contract amendment and Council approval prior to starting the project. An example of this is the Public Works building expansion project.

It is important to note that nothing in the agreement with TAG prevents the City from working with another architect should that be needed at any time.

BUDGET IMPACT:

Sufficient funds are available in the various department funds for which this work will occur.

Attachments:

Contract

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

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

Effective Date means September 4, 2024.

Professional means: The Architectural Group Inc., a Michigan corporation, 3100 Prairie SW, Grandville, MI 49418.

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 to provide architectural services as needed for City's 2024-25, 2025-26, and 2026-27 fiscal years (July 1 to June 30).

Services or *Work* means the architectural services described and specified in the Proposal that City may from time-to-time require to obtain plans and specifications to meet permitting requirements, provide specificity needed to obtain good quotes, provide details sought by funding sources, etc.

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. For larger projects, City will seek a specific proposal for project services. Therefore, the total amount to be paid to Profession for services under this Contract will not exceed \$50,000 in any City fiscal year (July 1 to June 30) without further approval from the City Council.
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. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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

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


City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2024

Approved as to form:



Scott G. Smith, City Attorney

The Architectural Group Inc.

By: 

Jay Miedema, Principal Architect

Date signed: 08.22, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. Qualifications. Professional represents and promises that:

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

B. Professional, 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. If the contract is for a HUD CDBG or another federal or state funded project, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

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

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

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

B. If Professional engages with others on City's behalf, Professional 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.

5. 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 violation of the standards in this section.

6. 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.

7. 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.

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

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

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

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

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

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

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

B. A party need not follow the §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.

14. Professional Liability and Risk Allocation.

A. Unless the Proposal provides a higher standard of care, 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.

15. 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.
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.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance 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.

16. General Terms.

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

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

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



August 8, 2024

Mr. Aaron Vis
Mr. Troy Rinks
City of Wyoming
1155 28th St SW
PO Box 905
Wyoming, MI 49509

RE: Proposed City of Wyoming Design Services Agreement

Aaron,

Thank you for the opportunity to submit our Architectural Design Services Agreement for the next three years – Fiscal Years 2025–2028. We value our partnership with the City of Wyoming as we worked together on several projects in the past few years, and we look forward to continuing that partnership in the future.

Below we have outlined our hourly rates which we agree to maintain over the duration of the agreement.

Hourly Rates

Our hourly rates are as follows:

Principal Architect	\$170	Administrative	\$55
Project Designer	\$145	Electrical Engineer	\$160
Project Architect	\$140	Mechanical Engineer	\$160
CAD Technician	\$95		

Site Visits or Consultations for other projects: \$170 per hour.
Our reimbursable costs will be mileage, printing, and postage.

We look forward to continuing our work with the City of Wyoming.

In signing this proposal, you agree to the contract it creates including the payment of any fees plus any additional services. If acceptable, please sign where indicated and return for our files. We invoice monthly with payment expected within 30 (thirty) days of invoicing.

Please contact me at 616-531-7040 or Jay@TheArchitecturalGroup.com if you have any questions.

Sincerely,

The Architectural Group Inc.



Jay Miedema | Principal Architect

City of Wyoming representative

Date

cc. Aaron Vis, Troy Rinks – City Facilities Team

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF A
JOHN DEERE GATOR UTILITY VEHICLE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a John Deere Gator utility vehicle from Deere & Company c/o Greenmark Equipment, LLC at a cost of \$9,971.34 each using Sourcewell contract pricing.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of a John Deere Gator utility vehicle.
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 the 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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote

Resolution No. _____

Staff Report

Date: August 20, 2024
Subject: John Deere Gator Utility Vehicle Replacement
From: Tim Montgomery, Parks Foreman
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended City Council authorize the purchase of a replacement John Deere Gator utility vehicle from Deere & Company c/o GreenMark Equipment, LLC for park maintenance at a cost of \$9,971.34 through a Sourcewell contract.

Alignment With Strategic Plan:

- Pillar 3 – Stewardship
 - Goal 1 – Enhance the efficiency and effectiveness of City operations and services.

Discussion:

The Wyoming Parks and Recreation department works collaboratively with Fleet Services to utilize cooperative purchasing agreements, when possible, to purchase equipment and vehicles. The department has a long history utilizing John Deere Gator utility vehicles for the day-to-day maintenance of the parks. The vehicles are selected because of their wide range of use in the parks as well as the ability of our park maintenance staff to maintain them in house. This purchase is for an equipment replacement due to unanticipated damage.

The Parks and Recreation department received three quotes for a John Deere Gator TX models:

Four Seasons Yard & Sport	\$10,091.47
Steensma Lawn & Power Equipment	\$10,091.47
Deere & Company c/o GreenMark Equipment, LLC (Sourcewell Contract)	\$9,971.34

It is recommended that the city purchase the gators from Deere & Company c/o GreenMark Equipment, LLC using Sourcewell contract pricing

Budget Impact:

A budget amendment requesting fund balance approval for purchase is included.

Attachment:
Contract/Quote
Budget Amendment

CITY OF WYOMING

CITY STANDARD CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$8,500) (NO RFP)

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

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

Contractor means:

Greenmark Equipment
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2040 Chicago Drive
[Contractor's street address]
Jenison, MI, 49428
[Contractor's city, state & zip]

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

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

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

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

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

Work means the services described and specified in the Proposal.

TERMS AND CONDITIONS

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

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

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

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney

Contractor: _____

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

Date signed: 8-12, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>.

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

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

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

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

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

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

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

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

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

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

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailed 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 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage of shall be primary and any other insurance 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 shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Mykel Harkema

GreenMark Equipment, LLC
2040 Chicago Drive
Jenison, MI 49428

Tel: 616-669-2000

Fax: 616-669-4399

Email: mharkema@greenmarkequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 31335915

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

GreenMark Equipment, LLC
2040 Chicago Drive
Jenison, MI 49428
616-669-2000
Jenison@GreenMarkEquipment.com

16 July 2024

Tim Montgomery
1155 28TH ST SW
WYOMING, MI 49509

Mykel Harkema
616-669-2000
GreenMark Equipment, LLC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

GreenMark Equipment, LLC
2040 Chicago Drive
Jenison, MI 49428
616-669-2000
Jenison@GreenMarkEquipment.com

Quote Summary

Prepared For:

Tim Montgomery
CITY OF WYOMING PARKS
Tim Montgomery
1155 28TH ST SW
WYOMING, MI 49509
Business: 616-249-3473
TIM.MONTGOMERY@WYOMINGMI.US.COM

Delivering Dealer:

GreenMark Equipment, LLC
Mykel Harkema
2040 Chicago Drive
Jenison, MI 49428
Phone: 616-669-2000
mharkema@greenmarkequipment.com

Certificate Under Agricultural Producing Exemption

By Writing Ag Exempt adjacent to the Purchasers signature, the undersigned hereby certifies that all items, except as indicated hereon, are purchased for use or consumption in connection with the production of horticultural or agricultural products as a business enterprise, and agrees to reimburse the seller the sales tax if used or consumed otherwise.

WARRANTY PROVISIONS (IF APPLICABLE):

Quote ID: 31335915
Created On: 16 July 2024
Last Modified On: 21 August 2024
Expiration Date: 27 September 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TX (Model Year 2024) - 1M04X2XDARM194446 Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: July 15, 2024	\$ 12,035.06	\$ 9,971.34 X	1 =	\$ 9,971.34
Equipment Total				\$ 9,971.34

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 9,971.34
Trade In	
SubTotal	\$ 9,971.34
Est. Service Agreement Tax	\$ 0.00
Total	\$ 9,971.34
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 9,971.34

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31335915 **Customer Name:** CITY OF WYOMING PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

GreenMark Equipment, LLC
2040 Chicago Drive
Jenison, MI 49428
616-669-2000
Jenison@GreenMarkEquipment.com

JOHN DEERE GATOR™ TX (Model Year 2024) - 1M04X2XDARM194446

Hours:	Suggested List *
Stock Number: 00406912	\$ 12,035.06
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)	Selling Price *
	\$ 9,971.34
Price Effective Date: July 15, 2024	

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A6M	GATOR™ TX (Model Year 2024)	1	\$ 10,949.00	17.00	\$ 1,861.33	\$ 9,087.67	\$ 9,087.67
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build to Order	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box with Paint and Reflectors	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM23734	Cargo Box Power Lift	1	\$ 1,086.06	18.64	\$ 202.39	\$ 883.67	\$ 883.67
Dealer Attachments Total			\$ 1,086.06		\$ 202.39	\$ 883.67	\$ 883.67
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 12,035.06		\$ 2,063.72	\$ 9,971.34	\$ 9,971.34

Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : August 21, 2024					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:		Deductible:	
Equipment Type	TX 4X2 GAS GATOR	Coverage:		Quoted Price	\$ 0.00
Model	TX 4X2 GAS GATOR	Total Months:			
		Total Hours:			
<small>THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.</small>					

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

I ACCEPT the Residential plan

I DECLINE the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.



Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

CITY OF WYOMING BUDGET AMENDMENT

Date: September 3, 2024

Budget Amendment No. 010

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$9,972 of budgetary authority for the purchase of a John Deere Gator utility vehicle.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks Fund</u>				
Parks and Recreations - Facilities - Capital Outlay Equipment				
208-751-75600-984.000	\$ 20,200.00	\$ 9,972.00	\$ -	\$ 30,172.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ 9,972.00</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 ACCEPT A QUOTE FROM
DELL TECHNOLOGIES FOR DESKTOP AND LAPTOP COMPUTERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Dell Technologies for the purchase of desktop and laptop computers using the Midwestern Higher Education Compact (MHEC) purchasing agreement pricing in the total estimated amount of \$113,000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Dell Technologies for the purchase of desktop and laptop computers.
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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: August 28, 2024
Subject: Desktop and Laptop Computers
From: Paul Gerndt, Director of Information Technology
Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended City Council approve the purchase of desktop and laptop computers from Dell Technologies in the amount not to exceed \$113 thousand.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – STEWARDSHIP
 - GOAL -- The careful and responsible management of city funding and resources to support our community.”

DISCUSSION:

Routine replacement of computers is a best practice to reduce breakdowns and an effective strategy for staying current with operating system versions. The city has established a standard for desktop and laptop computers, naming Dell as the manufacturer of choice.

Staff requested from Dell a quote to provide desktop and laptop computers to satisfy the FY2025 computer replacement program and to provide devices for new hires. Requirements for the current fiscal year include approximately 70 desktop and 40 laptop computers.

Dell's quote extends pricing from the Midwestern Higher Education Compact (MHEC) purchasing agreement. MHEC is a legislatively created agreement among the 12 Midwestern states to work together to further higher education within the region. The MHEC contract provides tiered discounts on end user computing, peripherals, device lifecycle management solutions, and associated services. Cities, counties, and local subdivisions of state government are named as eligible entities under the contract. Purchasing technology under this contract saves time and money by reducing the burden of writing, publishing, tabulating and awarding bids while achieving the most

competitive pricing available. Contracted discount for laptop and desktop computers is 18% off list price.

FY2025 budget of nearly \$113 thousand was authorized for the routine replacement of desktop and laptop computers and additions to support added staff or new facilities. To maximize benefit of the included 5-year warranty, purchases will be made throughout the year on an as-ready basis. As such, pricing may fluctuate. It is recommended that council authorize expenditures for desktop and laptop computers from Dell up to the budgeted total of nearly \$113 thousand.

Quoted prices for laptops are approximately \$430 less than budgeted and computers approximately \$50 more than budgeted, with a net difference of \$13,816 below budget.

BUDGET IMPACT:

Funds are available in the FY 2025 budget in the following accounts:

<u>Department</u>	<u>Account</u>
City Council	101-101-10100-740.200
City Manager	101-172-17200-740.200
Finance	101-191-19100-740.200
Treasurer	101-191-25300-740.200
Clerk	101-215-21500-740.200
Information Technology	101-228-22800-740.200
Human Resources	101-270-27000-740.200
District Court	101-286-28600-740.200
Public Works	202-441-46300-740.200
Public Works	203-441-46300-740.200
Public Safety - Police	205-301-30500-740.200
Public Safety - Fire	205-336-33700-740.200
Parks & Rec - Market	208-751-67300-740.200
Parks & Rec - WSC	208-751-75800-740.200
Public Works	228-441-44300-740.200
Bldg Insp - Inspections	249-371-37100-740.200
Bldg Insp - Code Enf	249-371-37210-740.200
Bldg Insp - Rental Prgm	249-371-37300-740.200
Public Works	401-441-17500-740.200
Sewer - Transmission	590-441-54200-740.200
Sewer - Treatment	590-536-54300-740.200
Water - Trans & Dist	591-441-56200-740.200
Water - Pump & Treat	591-537-55300-740.200
Motor Pool	661-441-58200-740.200

Attachment:
Dell Technologies Quote



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 04, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000179658897.1	Sales Rep	Marcos Campos
Total	\$98,684.20	Phone	(800) 456-3355, 6177411
Customer #	45120039	Email	Marcos_C@Dell.com
Quoted On	Aug. 05, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 04, 2024		CITY OF WYOMING
	Dell Midwestern Higher		1155 28TH ST SW
Contract Name	Education Compact		WYOMING, MI 49509-2825
	(MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Deal ID	27078413		

Message from your Sales Rep

THIS IS NOT A REQUESTED QUOTE! I am sending this as a reference for you to see current pricing so that if you have a need, you have an idea of where pricing is. I look forward to speaking to and working with you directly. Please contact me at Marcos_c@dell.com or via Phone 737-289-0231 if you have any questions or when you're ready to place an order. Please let me know if there are any projects or issues that I need to be engaged in, as I am here to be a resource for you. Thank you for shopping with Dell!

Regards,
Marcos Campos

Additional Comments

DELL BUSINESS CREDIT: ^ If your purchase qualifies for a promotional offer, the promotion will automatically be applied to this quote and will be reflected in your monthly statement. NO INTEREST IF PAID IN FULL WITHIN 90 DAYS: Available at time of purchase on (1) qualifying XPS, Latitude, OptiPlex, Precision, Vostro, Inspiron, G-Series \$699 or more, (2) Dell monitors \$199 or more and (3) PowerEdge, PowerVault and Dell Networking, when using Dell Business Credit on December 27, 2021 through January 30, 2022. Minimum purchase amount may be required. Minimum monthly payments are required but may not pay your purchase in full by the end of the promotional period due to purchase amount, promotion length, additional purchases or allocation of payments in excess of the minimum payment. Promotional offer is valid only when account remains in good standing. Accrued Finance Charges will be billed from the transaction posting date, if the purchase balance is not paid in full within 90 days. RESTRICTIONS: Assumes product is available. Any promotional offer is limited-time and intended for qualified customers. Offers, including those at Dell.com may vary, are subject to credit approval and may be changed without notice. PROMOTION DOES NOT INCLUDE printer cables, toner, warranty or any peripheral items. Refurbished and/or used purchases do not qualify for promotions. Promotional financing is made available to Dell Direct customers only and is not combinable with other Dell, DFS or other vendor offers.

Shipping Group

Shipping To

SHELBY ENGEL
CITY OF WYOMING
2450 36TH ST SW
OFC A
WYOMING, MI 49519-6111
(616) 824-1379

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5550	\$1,071.41	40	\$42,856.40
OptiPlex Micro Form Factor (7020)	\$797.54	70	\$55,827.80
Subtotal:			\$98,684.20
Shipping:			\$0.00
Non-Taxable Amount:			\$98,684.20
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$98,684.20

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Shipping Group Details

Shipping To

SHELBY ENGEL
CITY OF WYOMING
2450 36TH ST SW
OFC A
WYOMING, MI 49519-6111
(616) 824-1379

Shipping Method

Standard Delivery Free Cost

Dell Latitude 5550

Estimated delivery if purchased today:
Sep. 09, 2024
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5550 BTX Base	210-BLMN	-	40	-
Intel Core Ultra 5 135U vPro (12 MB cache, 12 cores, 14 threads, up to 4.4 GHz Turbo)	379-BFPC	-	40	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	40	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	40	-
Assembly Base MTL 5550	338-CNRG	-	40	-
Integrated Intel graphics for Intel Core Ultra 5 135U vPro processor	338-CNRL	-	40	-
Latitude 5550 Bottom Door, MTL U15	321-BKTQ	-	40	-
Intel Rapid Storage Technology Driver	409-BCXY	-	40	-
Intel vPro Enterprise Technology Enabled	631-BBSS	-	40	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTL	-	40	-
512 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD	400-BRFW	-	40	-
15.6", FHD 1920x1080, 60Hz, IPS, Touch, AG, 250 nit, 45% NTSC, FHD+IR Cam, 4G	391-BJGT	-	40	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	40	-
Intel AX211 WLAN Driver	555-BKQC	-	40	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	40	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	40	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	40	-
Fingerprint Reader, Control Vault 3+	346-BKLQ	-	40	-
E4 Power Cord 1M for US	537-BBDO	-	40	-
Latitude 5550 Quick Start Guide	340-DMNY	-	40	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	40	-
ENERGY STAR Qualified	387-BBPC	-	40	-
Fixed Hardware Configuration	998-GXFX	-	40	-
Dell Additional Software	658-BFQB	-	40	-
BTS MTL 65W ADPT	340-DMLZ	-	40	-

Unit Price **Quantity** **Subtotal**
\$1,071.41 **40** **\$42,856.40**

Intel Core Ultra vPro Enterprise Label	389-FGSQ	-	40	-
POD Label	389-EDJB	-	40	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	40	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	40	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	40	-
Dell Limited Hardware Warranty	997-8317	-	40	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	40	-
		Unit Price	Quantity	Subtotal

OptiPlex Micro Form Factor (7020)

Estimated delivery if purchased today:
Aug. 13, 2024
Contract # C000000979569
Customer Agreement # MHEC-04152022

Unit Price **Quantity** **Subtotal**
\$797.54 **70** **\$55,827.80**

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor 7020	210-BKXX	-	70	-
Intel Core i5 14500T vPro (24MB cache, 14 cores, 20 threads, up to 4.8 GHz, 35W)	338-CNCP	-	70	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	70	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	70	-
16GB DDR5 Memory,1X16GB,5600,Non-ECC,SoDIMM	370-BBPX	-	70	-
M.2 2230 512GB PCIe NVMe SSD Class 35	400-BQSB	-	70	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	70	-
OptiPlex Micro with 35W CPU	329-BJWL	-	70	-
US Power Cord	450-AAZN	-	70	-
No Wireless LAN Card	555-BKHY	-	70	-
USB Type-C Module with DP Alt Mode and Power Delivery	382-BBLP	-	70	-
Dell KB216 Wired Keyboard English	580-ADJC	-	70	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	70	-
No Cover Selected	325-BCZQ	-	70	-
Dell Additional Software	634-CHFP	-	70	-
ENERGY STAR Qualified	387-BBLW	-	70	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	70	-
Watch Dog SRV	379-BFMR	-	70	-
Quick Start Guide, OptiPlex Micro	340-DMHG	-	70	-
Print on Demand Label	389-BDQH	-	70	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	70	-
Shipping Material	340-CQYN	-	70	-
Shipping Label	389-BBUU	-	70	-
Low:FSJ Reg label for 90W adaptor	389-FGFB	-	70	-
IRST Driver, MFF 7020	658-BFSV	-	70	-
Intel Core i5 Processor Label	340-CUEW	-	70	-
Desktop BTS/BTP Shipment	800-BBIP	-	70	-
90 Watt A/C Adapter	450-ALFO	-	70	-

Fixed Hardware Configuration	998-GSCJ	-	70	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	70	-
Internal Speaker, MFF 7020	520-BBFQ	-	70	-
No Option Included	340-ACQQ	-	70	-
No Out-of-Band Systems Management	631-BBQD	-	70	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	70	-
ProSupport: Next Business Day Onsite, 5 Years	803-8649	-	70	-
ProSupport: 7x24 Technical Support, 5 Years	803-8705	-	70	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	70	-

Subtotal:	\$98,684.20
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$98,684.20

Approved as to form:



Scott G. Smith, City Attorney

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND ADOPT A BANKING SERVICES RESOLUTION
FOR TREASURY MANAGEMENT SERVICES WITH FIFTH THIRD BANK

WHEREAS:

1. On March 18, 2024, the City Council adopted Resolution #27989, approving and authorizing treasury management services with Fifth Third Bank and naming titles of authorized persons to be signatories for financial transactions.
2. Due to staffing changes, this document has periodically changed to reflect the appropriate city personnel authorized to make financial transactions with Fifth Third Bank on the City's behalf.
3. It is necessary to update the Banking Services Resolution to include the new Deputy City Treasurer and rescind Resolution #27989.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached Banking Services Resolution with Fifth Third Bank is approved and adopted.
2. Resolution #27989 is rescinded.

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 3, 2024:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Banking Services Resolution

Resolution No. _____



FIFTH THIRD BANK

**38 Fountain Square Plaza
Cincinnati, Ohio 45263**

Banking Services Resolution



Banking Services Resolution

DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES

Effective as of the date of execution, the named person(s) in the Authorized Persons Section is/are duly authorized representative(s) of the Company, Corporation, Partnership, Organization, Government, Trust and/or Plan reflected on the Signature Page hereof ("Entity") and hold the title(s) set forth opposite his or her respective name(s), said authorized persons is/are authorized to act on behalf of this Entity, and on behalf of those entities named in the Affiliates Section hereof ("Affiliates"), as an "Authorized Person" in transactions with Fifth Third Bank, National Association, or an affiliate of Fifth Third Bancorp (collectively, "Bank"), with the authority detailed in the following resolutions:

Section I. DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES:

RESOLVED, that the Bank is hereby designated as an authorized depository of this Entity and that one or more checking, savings, or other deposit accounts ("Accounts") be opened and maintained with the Bank in the name of the Entity.

RESOLVED, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by the Bank, and by such rules, regulations and policies as the Bank shall from time to time establish.

RESOLVED, this Entity is authorized to obtain banking services from the Bank including treasury management, the sale or purchase of foreign currencies, and to enter into such agreements and documentation for such services as are required by the Bank from time to time, including a Master Treasury Management Agreement, Online Channel Access Agreement, Schedules to the Online Channel Access Agreement, Signature Card, Terms and Conditions for various banking services, Commercial Card Service Agreement, Deposit Account Rules & Regulations, and/or Commercial Account Rules, as applicable ("Banking Agreements"), each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects.

RESOLVED, that the Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to the Bank in connection with the banking services obtained by the Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Entity by the Bank (b) credit card services under the Commercial Card Service Agreement, and (b) import and export services for letters of credit as provided in the terms and conditions for such import and export services and related reimbursement, financing and security or collateral arrangements.

RESOLVED, that the Entity is authorized to enter into, execute and deliver to the Bank applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("Banking Services Financing Agreements"), each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects.



RESOLVED: that a) any of the Authorized Persons as designated in the Authorized Person(s) Section, acting alone or together with other Authorized Persons, b) each person serving or named as an executive or finance officer of the Corporation (such as the Chief Executive Officer, President, Chief Financial Officer, Controller and Vice President-Finance or similar title (each, an “*Executive Officer*”) from time to time, and (c) any other person designated by any such individual, whose identity is provided to Fifth Third Bank (each, an “*Authorized Person*” and for purposes of certain Banking Agreements, an “*Authorized Agent*”) is authorized to act for the Entity, and any named Affiliates if the same are joined to the Banking Services Agreements, to do any of the following:

Section 1.1. Accounts and Agreements. Open or close any deposit or other Account and execute on behalf of the Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with the Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;

Section 1.2. Payment Instructions. Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based, or oral instructions and payment orders for the transfer or payment of funds of the Entity on deposit with the Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.3. Foreign Currency Transactions. Agree to buy or sell foreign currencies via spot contracts, execute on behalf of the Entity confirmation of such spot transactions, and deliver such currencies as required under the spot transactions to the Bank, including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.4. Implementation and Setup. Select the services the Entity will obtain from the Bank and instruct the Bank on service options and features desired by the Entity, and the set-up, implementation and security procedures relating to the services selected.

Section 1.5 Designate others with Authority. Designate and advise the Bank of the identity of persons (including officers and employees of this Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Entity Banking Agreements entered into by Entity or services utilized by the Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Entity and have authority to: manage the service on behalf of the Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED, that the Authorized Person(s), and any persons designated by the same in accordance with the foregoing resolutions, is/are hereby authorized to take such other actions as may be necessary or desirable to carry out the intent of the foregoing.

RESOLVED, that the resolutions set forth herein and the authority hereby conferred is in addition to that conferred by any other resolution heretofore or hereafter delivered by this Entity to the Bank and shall continue in full force and effect until the Bank shall have received, and have had a reasonable opportunity to act upon, notice in writing, certified by an authorized representative of this Entity, of the revocation hereof by a resolution duly adopted by the governing body of this Entity. Any such revocation shall be effective only as to credit which is extended or committed by the Bank, or actions which are taken by this Entity pursuant to the resolutions contained herein, subsequent to the Bank's receipt of, and reasonable opportunity to act upon, such notice and shall not affect any acts by Authorized Person(s) performed prior thereto.



SIGNATURE PAGE OF BANKING SERVICES RESOLUTION

I hereby certify that:

- I am duly authorized under the governing documents and resolutions of Entity (and each Affiliate, if applicable) to give this certification to the Bank; and
- the above is a true copy of the resolutions adopted by the governing body of this Entity (and each Affiliate, if applicable), and
- such resolutions are now in full force and effect as of the date set forth below, having been adopted pursuant to the governing documents of Entity and (each Affiliate, if applicable) and not rescinded.

Printed Name: _____

Title or Office: _____

Full Legal Name of Entity: _____

Signature: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING PRELIMINARY ENGINEERING AGREEMENT WITH CSX TRANSPORTATION, INC. RELATED TO 3RD TRANSMISSION MAIN RAILROAD CROSSING

WHEREAS:

1. The city is constructing a third water transmission main from the city's drinking water plant to the city.
2. A part of that transmission main needs to cross a railroad line owned by CSX Transportation, Inc. (CSX) that crosses Van Buren Street in Ottawa County.
3. CSX wishes to have the plans for that crossing reviewed by CSX's engineers and requires that the city pay the costs of that review estimated to be \$14,740 and requires a contract outlining CSX's procedures and pursuant to which the city commits to pay CSX's actual costs of conducting that review.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Preliminary Engineering Agreement with CSX is approved is generally the form attached as Exhibit A with such completions and changes as the Public Works Director and City Attorney find to be appropriate.
2. The Mayor and City Clerk are authorized and directed to sign it for the city.
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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:

Staff Report

Contract Form

Resolution No. _____

STAFF REPORT

Date: August 26, 2024
Subject: CSX engineering review contract for 3rd transmission main
From: Myron Erickson, Director of Public Works
Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended that the City Council adopt the resolution Approving Preliminary Engineering Agreement With CSX Transportation, Inc. Related To 3rd Transmission Main Railroad Crossing.

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:

The 3rd water transmission main will cross a railroad track on Van Buren Street in Ottawa County that is owned by CSX Transportation, Inc. CSX has a procedure for reviewing requests for such crossing that includes a review by CSX engineers. CSX expects to be reimbursed for the costs of such reviews and to ensure that there is a commitment to pay the actual costs (currently estimated to be \$14,740), as well as an understanding of CSX's procedures, it requires a contract with those proposing such crossings.

CSX has an interest in ensuring the crossing is properly designed so as not to adversely affect the track and to withstand the train traffic. CSX also seeks to explain the limits of its review and to disclaim any warranty of the crossing.

EXHIBIT A

City of Wyoming Nearest DOT#: 235627M

CSXT File #: CSX991354/ 1065735

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of August 2 2024, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and City of Wyoming (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the Preliminary Engineering Review of the proposed 72-inch Steel Water Transmission Main in Van Buren Street beneath railroad tracks hereinafter, called (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate CSXT’s consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally The work to be done by CSXT under this Agreement shall consist of: (i) the preparation of cost estimates for CSXT's work in connection with the Project (ii) the review and approval of preliminary and final engineering and design plans, specifications, drawings, and other documents pertaining to the Project, (iii) the review of site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT’s approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.
- 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (I) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
- 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately \$14,740(the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
- 3.3. Payment Terms.
- 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in CSXT Schedule PA attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
- 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments made, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice.
- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement, CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency’s obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (I) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (ii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.

5. Termination.

5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.

5.2. By CSXT. CSXT may terminate this Agreement (I) as provided pursuant to Section 3.3.3., or (ii) On Agency’s breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.

5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency’s obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT’s only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.3.2.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
Real Estate & Facility Management
500 Water Street, J180
Jacksonville, Florida 32205
Attention: Nensi Patel, Project Engineer Corridor Services

If to Agency: City of Wyoming
16700 New Holland St
Holland, Michigan, 49424

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as

a permanent waiver of any rights or obligations in this Agreement.

10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the state of Michigan, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Ottawa County, Michigan, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Ottawa County, Michigan.

12.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Wyoming

By: _____
Print Name:
Responsibility/Position:

CSX Transportation, INC.

By: _____
Alex Saar
CSX Transportation
Director Engineering Services

Approved as to form:



Scott G. Smith, City Attorney

CSXT Schedule PA

(Advance Payment – Preliminary Engineering Agreement)

PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section **Error! Reference source not found.** of the Agreement dated August 2 2024, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
Real Estate & Facility Management
500 Water Street.
J180, 12th Floor
Jacksonville, Florida 32205
Attention: Nensi Patel, Project Engineer Corridor Services



Payment due within ten (10) days of Agency’s receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
_____	\$14,740	_____

Date: _____

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT NUMBER THREE
FOR THE ACTIVATED SLUDGE BLOWER SYSTEM PROJECT

WHEREAS:

1. On November 21, 2022, City Council adopted Resolution number 27523 accepting an agreement from Donohue & Associates, Inc. to provide preliminary engineering and design work for the activated sludge blower system project.
2. As detailed in the attached staff report, Donohue & Associates, Inc. has provided the City with amendment number three for additional services required for the project.
3. It is recommended City Council accept amendment number three in the amount of \$369,000.
4. It is also recommended City Council authorize a contingency in the amount of \$18,450.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts amendment number three from Donohue & Associates, Inc. for the activated sludge blower system project.
2. The City Council authorizes the contingency.
3. The City Council authorizes the Mayor and City Clerk to sign amendment number three.
4. The City Council authorizes the City Manager to accept future amendments in accordance with the contract and budget authorization.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Amendment

Resolution No. _____

STAFF REPORT

Date: August 20, 2024

Subject: Blower Installation Project – Engineering Scope Amendment

From: Jon Burke, CWP Superintendent

CC: Myron Erickson, Director of Public Works

Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended that the City approve the scope amendment as outlined in the attached quote from Donohue & Associates at a cost of \$369,000.00 plus a contingency amount of \$18,450.00 for unforeseen work that may come up during the project. The total cost of the amendment will be \$387,450.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

With City Council Resolution No. 27818, dated August 21, 2023, the City amended the contract with Donohue & Associates to complete the engineering and design work for the blower replacement in the CWP aeration system. Bids were opened on August 13, 2024, and the city should take delivery of the two remaining new blowers early this fall.

Due to the complexity of this project, we feel that engineering construction oversight is necessary, so we requested a proposal from Donohue & Associates. The cost of this work is \$369,000.00 and we are also recommending a 5% contingency of \$18,450.00 to cover any unforeseen issues that arise during the installation of the new equipment, bringing the total cost of the amendment to \$387,450.00. This amendment in addition to the earlier contract, will bring the total design and engineering cost to \$702,160.00.

BUDGET IMPACT:

The funding for this project was provided by the sale of bonds this past spring. The funds are located in the Sewer Construction Fund, account 571-536-54400-986.444.

CITY OF WYOMING

CONTRACT AMENDMENT

Donohue & Associates, Inc.

This Contract Amendment is to the Activated Sludge Blower System Preliminary Design and SRF Project Plan contract made as of November 21, 2022 (Effective Date) between the City of Wyoming (City) and Donohue & Associates, Inc. (Professional)

RECITALS

- A. City wishes to add additional administration and construction related services for the project. (Added Services).
- B. Professional submitted a proposal dated August 14, 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

Donohue & Associates, Inc.

By: _____
Robert Postema, Mayor Pro-Tem

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

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

By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 2024

Date signed: _____, 2024

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A
PROPOSAL



**AMENDMENT NO. 3 to
ENGINEERING SERVICES AGREEMENT
Activated Sludge Blower System Preliminary Design and SRF Project Plan (Project)
Original Agreement Executed November 21, 2022**

This Amendment is by and between:

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

and

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

Who agree to amend the original Agreement, as follows:

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities related to Construction Related Services (CRS) for the referenced project. Additional detail and scope for these additional services are outlined in the following exhibits:

1. Exhibit A: CRS, including Commissioning Support, to be provided by Donohue.

PART I – C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Amendment.

Construction schedule, as noted in the Request for Bids/Proposals, is based on the Contractor reaching final Completion by December 18, 2025.

Donohue's services under this Amendment will be considered complete following commissioning and issuance of record drawings and the document archive. Correction period support will be completed on an as needed basis throughout the contractual correction period.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased \$369,000.00, resulting in a total contract amount of \$702,160.00.

APPROVED FOR OWNER

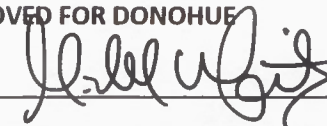
By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By:  _____

Printed Name: Mike Gerbitz, P.E.

Title: Senior Vice President

Date: August 14, 2024

Exhibit A: CRS Scope, Schedule, and Fee

Contracting Framework

During the construction period, Donohue will serve as the “Engineer” as defined and delineated in the Contract Documents. The Contract Documents include the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (EJCDC). The Supplementary Conditions amend the Standard General Conditions.

The Engineer and Contractor have separate contracts with the Owner. See Figure 1. The Engineer is the Owner’s representative during the construction period, administering the construction contract and providing oversight of the Contractor on behalf of the Owner in a manner consistent with the terms and conditions in the Contract Documents and this Engagement Document.

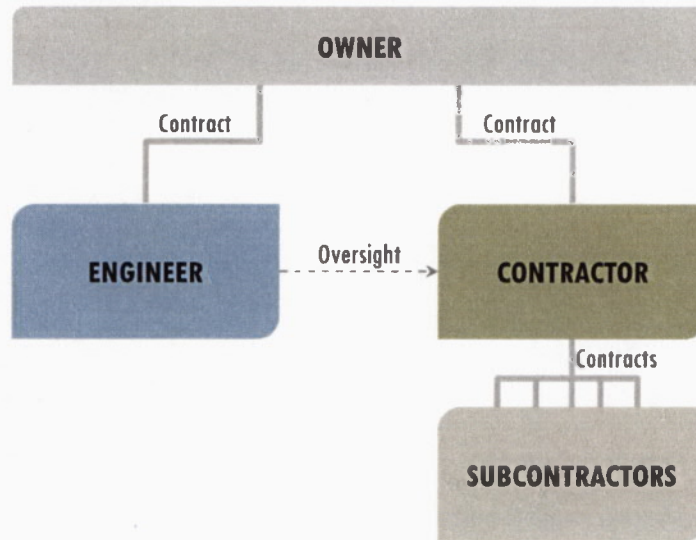


Figure 1 – Contractual Relationships during the Construction Period

Roles

Construction Administrator (CA) – The CA is a Donohue employee that administers the contract between the Owner and the Contractor. The CA takes an active role in the interpretation of the Contract Documents, enforcement of the Contract Documents, problem resolution, and conflict resolution.

Resident Project Representative (RPR) – The RPR is an on-site Donohue employee that acts as a liaison between the Owner, Contractor, the CA, and the design team members. The RPR provides services related to making sure the Contractor and Contractor’s Work adhere to the requirements of the Contract Documents. The RPR is the first response to field questions, consults with design team members to interpret and communicate design intent, provides input into the acceptability of contract payment applications, prepares reports documenting construction activities and progress, and, when necessary, obtains information and evidence related to unforeseen conditions.

Commissioning Manager (CM) – The CM is a Donohue employee that helps the Contractor coordinate the check-out and startup of process, electrical, and mechanical Systems associated with the Work. The CM communicates and enforces the requirements in the Contract Documents aimed at System commissioning.

Scope of Services

I. Construction Administration

- A. Construction Contract Document Execution – Assist the Owner in issuing the Notice to Proceed with Construction upon satisfactory execution of the Agreement for the construction project and submission of bonds and insurance by the Contractor.
- B. Pre-Construction Conference – Prepare for, attend, and conduct a Pre-Construction Conference for the project prior to commencement of Work at the project site. Prepare and distribute minutes for the Pre-Construction Conference. To be attended by the CA and RPR.
- C. Meetings –
 - 1. Monthly Engineer/Owner-Led Progress Meetings – Prepare for, attend, and conduct monthly construction progress meetings, as appropriate, during the Work. The progress meetings shall be led by the Owner and Engineer. Engineer shall prepare and distribute monthly progress meeting minutes. To be attended by the CA and RPR. Fee based on 16 progress meetings.
- D. Construction Contract Administration – Consult with the Owner and correspond with the Contractor throughout the construction period including coordination with Contractor and Owner, periodic observation of the Work, project management and monthly project status reporting, project coordination including review and routing of construction related documents, schedule review, and general assistance to the Owner throughout the construction period.
- E. Clarifications and Interpretations – Provide input to the Owner on necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
- F. Change Orders, Work Change Directives, and Cost Proposal Requests – Provide input to the Owner on Change Orders and Work Change Directives. Prepare Cost Proposal Requests, Change Orders, and Work Change Directives as required for the Owner review and approve. Provide responses to Contractor claims for changes to the Contract.
- G. Submittals and Samples – Provide a technical review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data that the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of Construction or to safety precautions and programs incident thereto.
- H. Substitutes and "or-equal" – Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor.
- I. Applications for Payment – Review and provide input to the Owner on monthly applications for payment and accompanying supporting documentation from the Contractor.
- J. Punch List Preparation, Review, and Documentation – Review the Work of the Contractor to produce a punch lists following the Contractor's request for Substantial Completion or Partial Utilization of portions of the Work. These reviews will evaluate the installed condition for conformance with Contract Documents. Perform follow-up review of the Work to confirm the Contractor completed the punch list items.
- K. Record Documents – Receive annotated record documents from the Contractor, which are to be assembled by the Contractor in accordance with the Contract Documents. Prepare Record Drawings showing appropriate record information based on the project annotated record documents received

from the Contractor. The completed Record Drawing deliverables for the project shall consist of one full-size and one half-size printed-paper sets and an electronic set in PDF and AutoCAD format.

- L. Document Archive – Deliver to the Owner a document archive from the Document Management web site to at project completion. The archive shall contain all the files submitted between the Contractor and Engineer during the project. Files will include correspondence, meeting notes, submittals, requests for information, requests for proposals, change orders, punch lists, pay applications, test results, and pictures. The archive shall be delivered on a portable hard drive.
- M. Designer Site Visits – Conduct site visits by appropriate designers to observe the progress and quality of the Work. Such visits and observations are not intended to be exhaustive or to extend to every aspect of the Contractor's Work in progress or to involve detailed inspections of a Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in the Contract Documents. Observations are to be limited to spot checking and general observation of the Work based on professional judgment. Fee based on 5 engineers each completing three site visits.
- N. On-Site Observation of Construction – Provide parttime on-site observation of the Work by an RPR. As an experienced and qualified design professional, observe the progress and quality of the Work. Such observations are not intended to be exhaustive or to extend to every aspect of a Contractor's Work in progress or to involve detailed inspections of the Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in the Contract Documents. Observations are to be limited to spot checking and general observation of the Work based on professional judgment.
 - 1. The purpose of the Engineer's visits to and representation by the RPR at the project site, is to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the performance of the Work. Engineer shall not, during such visits or as a result of such observations of the Contractor's Work in progress, supervise, direct, or have control over the Contractor's Work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's Work, or for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.
 - 2. Take photographs of Work in progress and completed. Deliver photographs to the Owner in digital format.
 - 3. Prepare field and inspection reports. Reports shall include items such as date of observation, contractors on-site, construction activities, discussions of and decisions made concerning construction, observations, witnessed testing, and information relative to questions of extras or deductions.
 - 4. Fee based on RPR onsite for two day per week over a 16 month construction duration.
- O. Limitation of Responsibilities – Engineer shall not be responsible for the acts or omissions of the Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for a failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.

II. Commissioning Support

The Contractor will commission the process, mechanical, and electrical Systems listed below.

- System 1 – Aeration Blower 1 (EEa-BLW-01) and associated components as shown on Drawing 009-N-1 and N-2.
 - System 2 – Aeration Blower 3 (EEa-BLW-03) and associated components as shown on Drawing 009-N-1 and N-2.
- A. Pre-Commissioning Support – Prepare a Contractor Startup Checklist to aid the Contractor in preparing for and conducting the required equipment check-out and start-up. Review the Contractor Startup Checklist with the Contractor and Owner to receive input and then revise the checklist accordingly.
- B. System Check-Out – Observe the pre-startup check-outs of the process, mechanical, and electrical Systems delineated above. Confirm Manufacturer check-outs are complete before the Contractor proceeds to an associated System startup.
- C. System Startup – Observe the System startups (Systems Demonstration) of the process, mechanical, and electrical Systems delineated above. Support startups by providing on-site coordination between the Owner and Contractor.

III. Correction Period Support

- A. Correction Period Support – The Contract Documents require the Contractor to warrant and guarantee that all Work will be in accordance with the Contract Document and not be defective. Support the Owner in their efforts to get the Contractor to address defective or non-conforming Work during the correction period. Fee based on 60 hours for correction period support.

Schedule

Donohue will provide the Services outlined in Sections I – II in accordance with the construction period defined in the Contract Documents. The expected construction period is as follows: the Owner will issue a Notice to Proceed in August 2024 and the Contractor will achieve Substantial Completion by October 30, 2025 and Final Completion by December 18, 2025. Donohue will provide Section III services during the correction period defined in the Contract Documents.

Compensation

See the enclosed worksheet for task-by-task levels of effort, fees, and expenses. Levels of effort, fees, and expenses are summarized below.

Phases	Hours	Labor Fees	Expenses
Construction Administration	2,109	\$336,845	\$8,905
Commissioning Support	80	\$12,800	\$150
Correction Period Support	60	\$10,300	\$0
Total	2,249	\$359,945	\$9,055
Grand Total		\$369,000	

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
INSPECTION AND REPAIR OF A CENTRIFUGE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Centrifuge-Systems, LLC d/b/a Centrisys for the inspection and repair of the Centrisys THK350 centrifuge in the total amount not to exceed \$109,500.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal for the inspection and repair of a centrifuge.
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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: August 22, 2024

Subject: Centrifuge Inspection and Repair

From: Dan Kleinheksel, Utility Maintenance Manager

CC: Myron Erickson, Director of Public Works

Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal provided by Centrisys for the inspection and repair of the Centrisys THK350 centrifuge in the not-to-exceed amount of \$109,500.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The Clean Water Plant utilizes a Centrisys THK350 centrifuge to dewater and thicken sludge, effectively removing residual solids from the plant. This unit was installed in 2018 and runs continuously to maintain the process. Hence, the day-to-day operation of the plant is heavily dependent on this technology.

Centrisys, the centrifuge manufacturer, recommends a standard service interval of 15,000 hours of runtime for inspection and repair of the centrifuge. However, skilled maintenance staff at the Clean Water Plant performing regular maintenance and repair have extended the service interval, with the unit currently amassing 27,000 hours of runtime. Given the centrifuge's critical role and the upcoming low-demand season, it is prudent to send the THK350 in for OEM factory service.

Therefore, Centrisys was contacted to provide a proposal for inspection and repair. To minimize operational risk while the centrifuge is being serviced and ensure a swift turnaround, Centrisys provided a not-to-exceed proposal, covering costs for both minor and major repairs as well as freight for the 4,100-pound unit. After disassembly and inspection of the centrifuge, Centrisys will provide a complete report of the findings and an actual repair cost. While the THK350 is being serviced, the Clean Water Plant will rely on the sole backup centrifuge manufactured by Bird that was originally installed in 1989. The Bird centrifuge is less efficient and prone to breakdown, underscoring the need for prompt repair of the THK350.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant account #590-536-54300-930.

CITY OF WYOMING

CITY STANDARD CONTRACT CITY OF WYOMING, MICHIGAN (MORE THAN \$8,500) (NO RFP)

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

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

Contractor means: Centrifuge-Systems, LLC d/b/a Centrisys
[Name of contracting entity]
A Wisconsin limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
9586 58th Place
[Contractor's street address]
Kenosha, WI 53144
[Contractor's city, state & zip]

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

Effective Date means: September 4, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

Total amount will not exceed \$109,500.

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

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

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

City of Wyoming

Contractor: Centrifuge-Systems, LLC d/b/a Centrisys

By: _____
Kent Vanderwood, Mayor

By: George Kueppers
(Signature officer, director, or principal of Contractor)
George Kueppers
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 8-16, 2024

Date signed: _____, 20__

Approved as to form: [Signature]

Scott G. Smith, City Attorney

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>.

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

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

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

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

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

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

the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

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

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

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

B. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Contractor must use language assistance services in communications.

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

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

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

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

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

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

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

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply

with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

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

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

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

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

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

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

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

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

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

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

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

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

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

**EXHIBIT B
PROPOSAL**



City of Wyoming
2350 Ivanrest Ave. SW
Wyoming, MI 49418
Att: Jon Burke

REPAIR ESTIMATE OF THK350 CENTRIFUGE & 1071D LCY LU6 ROTODIFF

O-13366

CENTRIFUGE REPAIR PRICING – MINOR

1. Dismantle, clean and inspect
2. Provide report with digital pictures
3. Replace bearings and seals
4. Hi-speed balance bowl
5. Hi-speed balance scroll
6. Reassemble

Total	\$ 38,000.00
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CENTRIFUGE REPAIR PRICING – MAJOR

1. Dismantle, clean and inspect
2. Provide report with digital pictures
3. Replace bearings and seals
4. Replace worn/missing tiles (up to 40 tiles)
5. Replace broken nozzles
6. Repair flights
7. Repair feedchamber wear
8. Hi-speed balance bowl
9. Hi-speed balance scroll
10. Reassemble

Total	\$ 81,000.00
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BACKDRIVE REPAIR – MINOR

1. Dismantle, clean and inspect
2. Replace bearings and seals
3. Reassemble
4. Test

Total	\$ 6,500.00
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BACKDRIVE REPAIR – MAJOR

1. Dismantle, clean and inspect
2. Replace bearings and seals
3. Replace transfer seal
4. Replace cam
5. Replace rotor
6. Reassemble
7. Test

Total	\$ 23,500.00
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FREIGHT

1. To & from site

Total	\$ 2,500.00
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TOTAL COST	\$47,000 to \$107,000
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TERMS:

Validity:	Valid for 30 days. Centrisys reserves the right to adjust this estimate
Terms:	Net 30
Delivery:	6 – 8 weeks ARO
FOB:	Kenosha, WI
Warranty:	6 months on repaired/replaced parts
Quote Prepared By:	George Kueppers
Dated:	12-22-20
Sent to:	Jon Burke
E-mail Address:	burkej@wyomingmi.gov

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
Blower Installation Project	DHE Plumbing and Mechanical	\$2,979,400

2. It is further recommended City Council authorize a contingency of \$297,940 as specified in the attached staff report.
3. The City Council authorizes the Mayor and City Clerk to sign an agreement in a form acceptable to the City Attorney.

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 3, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Recommendation Letter

STAFF REPORT

Date: August 20, 2024
Subject: Blower Installation Project
From: Jon Burke, CWP Superintendent
CC: Myron Erickson, Director of Public Works
Meeting Date: September 3, 2024

RECOMMENDATION:

It is recommended that the City accept the bid from DHE Plumbing and Mechanical for the blower installation project at a cost of \$2,979,400.00 plus a contingency amount of \$297,940 for unforeseen work that may come up during the project, bringing the total project cost to \$3,277,340.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The City is currently under contract with engineering consultant Donohue & Associates to engineer and design a blower replacement project. After the blower failures that occurred last summer, we entered into an agreement with APG Neuros, who supplied us with a rental unit to take some of the demand off the older blowers. APG has also offered to apply 100% of our rental costs toward the purchase of one of the new blowers, once Donohue finished the design specifications.

The Council approved the rental and installation of the APG blower with Council Resolution No. 27817 dated August 21, 2023. The blower was delivered on September 6th and the installation process started shortly thereafter. The new unit was moved into place on October 12th so the final electrical and discharge piping connections could be made. The unit was commissioned on November 6th and is now running every day.

Donohue & Associates finished the design specifications for the new blowers late in 2023 and with Resolution No. 27946 dated January 15th, the Council approved the purchase of the new blowers. The project will include a total of three new blowers which will physically replace the 5 older units. The sizing of the new units will increase the capacity of our aeration system, give us better redundancy, and also better efficiency than the older units.

The replacement of these blowers was included in the capital improvement plan for FY25 or FY26, but the unanticipated failures that occurred in the spring and summer of 2023, increased

the urgency of the project. State and Federal funding options were investigated but ultimately, the City did not meet the requirements for those options. Revenue bonds were then sold in March of 2024 to fund these much needed plant improvements.

Donohue & Associates completed the installation specifications, which also required some building modifications to house the new turbo blowers and control panels. Bids were solicited this summer with a mandatory prebid meeting held at the plant on Wednesday, July 31st. The meeting was attended by 10 companies. Bids were opened by the clerk's office on August 13th, with 2 companies responding. Donohue & Associates, along with staff at the CWP, reviewed the bids and discussed the proposals. After this review, we are recommending that the City accept and enter into a contract with DHE Plumbing and Mechanical for the construction phase of this project at a cost of \$2,979,400.00. In addition, we are requesting a 10% contingency in the amount of \$297,940.00 to cover unforeseen issues that may arise during construction. This would bring the total cost of installation and building improvements to \$3,277,340.00

TABULATION:

DHE Plumbing and Mechanical	\$2,979,400.00
Allied Mechanical Services, Inc.	\$3,668,569.00

BUDGET IMPACT:

The funding for this project was provided by the sale of bonds this past spring. The funds are located in the Sewer Construction Fund, account 571-536-54400-986.444.



Donohue & Associates, Inc.
3949 Sparks Drive SE, Suite 105 | Grand Rapids, MI 49546
616.201.2820 | donohue-associates.com

August 16, 2024

Mr. Jon Burke, CWP Superintendent
City of Wyoming, MI
2350 Ivanrest Avenue SW
Wyoming, MI 49418

Re: Bid Evaluation and Letter of Recommendation
Clean Water Plant – Activated Sludge Blower Improvements
Donohue Project No. 14182

Dear Mr. Burke:

Pursuant to the Request for Bids, sealed bids for the above referenced Project were received at the City Clerk's office on Tuesday, August 13, 2024, at 11 a.m. and then publicly opened and read aloud. We have reviewed the Bids received for the Work and have enclosed a copy of the Bid Tabulation for your information and reference. The two Bids were received – first from DHE Plumbing and Mechanical in the amount of \$2,979,400 and second from Allied Mechanical Services, Inc. in the amount of \$3,668,569. The engineer's opinion of probable construction cost for this work is \$3,025,000.

After review of the submitted bidding documents, Donohue has determined that the bidder should be considered responsive to this request for bids. Having completed other wastewater work in the southwest Michigan area, Donohue has previous experience working with DHE Plumbing and Mechanical. The Contractor has also completed previous work for the City of Wyoming. Based on this shared history, it is Donohue's opinion that the bidder should be considered responsible and capable of completing this work.

Donohue's recommendation is to award the project to DHE Plumbing and Mechanical for the price of \$2,979,400.00. We are presenting this evaluation and recommendation for your review and consideration.

Sincerely,

A handwritten signature in black ink that reads 'TJ Bates'.

TJ Bates, PE
Project Manager

Enclosures: Bid Tabulation

ORDINANCE NO. 09-24

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (144) TO REZONE 1024, 1038, AND 1042 BURTON STREET FROM FBC-CC FORM BASED CODE CORRIDOR CENTER TO FBC-CS FORM BASED CODE CORRIDOR NEIGHBORHOOD

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (144) to read as follows:

- (144) (a) To rezone the following described property at 1024 Burton Street SW (parcel number 41-17-11-205-024) from FBC-CC Form Based Code Corridor Center to FBC-CS Form Base Code Corridor Neighborhood:

PARCEL NUMBER 41-17-11-205-024, AS SURVEYED:

LOTS 4 & 5 EX COM AT SE COR LOT 4 TH N 60.5 FT ALONG E LINE OF SD LOT TH W 78.27 FT TO A PT ON W LINE OF SD LOT 5 WHICH IS 57.5 FT N FROM SW COR SD LOT 5 TH S 57.5 FT TO SD SW COR TH E TO BEG * M F POWERS ADDITION.

Section 2. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (144) to read as follows:

- (144) (a) To rezone the following described property at 1038 Burton Street SW (parcel number 41-17-11-204-024) from FBC-CC Form Based Code Corridor Center to FBC-CS Form Base Code Corridor Neighborhood:

PARCEL NUMBER 41-17-11-204-024, AS SURVEYED:

LOTS 1 2 3 & 57 * HUIZEN & HOOGTERP ADD.

Section 3. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (144) to read as follows:

- (144) (a) To rezone the following described property at 1042 Burton Street SW (parcel number 41-17-11-205-026) from FBC-CC Form Based Code Corridor Center to FBC-CS Form Base Code Corridor Neighborhood:

PARCEL NUMBER 41-17-11-205-026, AS SURVEYED:

LOT 6 * M.F. POWERS' ADDITION.

Section 4. That this ordinance shall take effect on _____.

I certify that this ordinance was adopted by the Wyoming City Council at a regular session of the City Council held on September 3, 2024.

Kelli A. VandenBerg, City Clerk

CITY OF WYOMING

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

August 27, 2024

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from FBC-CC Corridor Center Area to FBC-CN Corridor Neighborhood Area at 1024, 1038, and 1042 Burton St SW (Section 11) (City of Wyoming Planning Staff).

Recommendation: To approve the subject rezoning request.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 20, 2024. At the meeting, a motion was made by Hall, supported by Smart, to recommend that City Council approve the proposed rezoning. The motion to approve passed unanimously.

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

The Planning staff look for opportunities to bring the City into alignment with the Wyoming [re]Imagined Master Plan. One of the goals in the master plan includes developing vacant parcels to meet increased housing needs. With this goal in mind, the Community Development office purchased two vacant properties along the Burton Street commercial corridor to redevelop as owner-occupied housing. The City used Community Development Block Grant (CDBG) funds for this property acquisition and these two properties are required to be developed as affordable housing. Recently, the City released a request for proposal for the development of these properties, desiring to create four to eight affordable homes that will be sold to households at or below 80% Area Median Income. The City anticipates that a townhome development will be the most efficient use of the property.

Townhomes are not permitted in the Corridor Center Area, and Wyoming Staff requests these three parcels be rezoned to Form Based Code: Corridor Neighborhood. These properties are directly adjacent to existing Form Based Code: Corridor Neighborhood, which runs along Burton Street to the east. This rezoning would both align with the master plan and allow these parcels to act as a transition between existing neighborhood homes to the east and the walkable commercial corridor to the west. The intent is that this redevelopment will provide much needed affordable housing and also work as a catalyst for development of this commercial corridor.

Two residents spoke during the public hearing and expressed concerns about how a residential development would impact clear vision at the adjacent street corners and how parking on nearby streets would be impacted. It was noted during the meeting that both clear vision and

parking requirements are addressed during the site plan review process. Garages will be required for housing at this location and clear vision is a standard part of the site plan review process.

In addition, an email was sent to Planning Commission that expressed a preference for commercial development at this site and a concern that dense residential developments harm neighborhoods. This parcel has been vacant for much of the last two decades, after the lumber supply store closed and the building was demolished. In recent years, there was minimal interest in a commercial use of the site and the site has been a vacant lot since 2015. The parcels immediately to the east are all zoned Corridor Neighborhood and adding townhomes fronting Burton at this location would provide a transition to the commercial properties to the west of the subject parcels. The townhomes would be owner-occupied and provide modest density along a commercial corridor that would benefit from this investment.

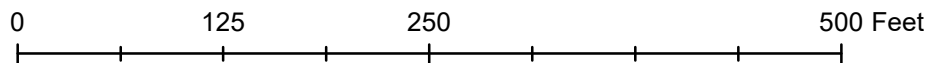
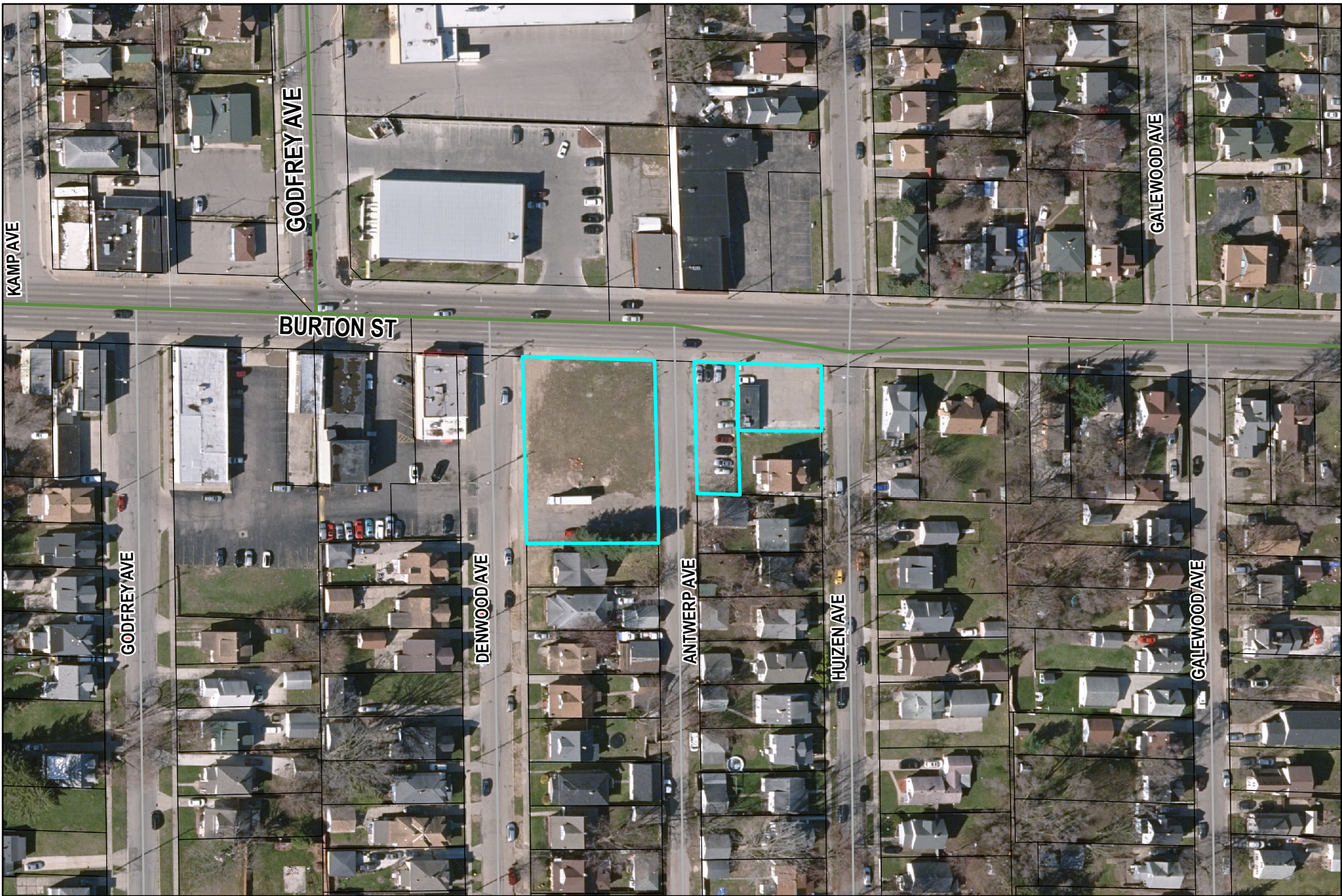
If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occurring at the site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a prominent loop at the end.

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

Cc: John Shay, City Manager



Burton St SW Rezoning

1024, 1038, and 1042 Burton St SW

looked at currently. Also, part of the warehouse on the west side would be torn down.

Micele asked who would be responsible for monitoring the Good Neighbor Policy.

Patterson replied that both Shea and Cherry Health would work together to monitor and make sure the policy is being followed.

Micele mentioned he agreed with Zapata about the intersection and wondered if Wyoming Public Schools could provide a crossing guards during the school season.

Hofert replied that part of the City Center Trail Project calls for a road diet. One lane in each direction with outside lane reserved for pedestrian and bike usage and that would at least help slow traffic down and pulls the vehicles away from the crosswalk. Staff will work with Engineering to note the concerns and signal timing will be important. The City's Police Department also monitors and educates where necessary especially at the beginning of the school year.

A vote on the motion passed unanimously.

A motion was made by Randall, supported by Zapata to grant site plan approval at 2929 Burlingame Ave SW subject to conditions 1-13.

Hall expressed appreciation for the changes made from when the project was first presented to commissioners one year ago.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 3

Request for a Rezoning from FBC-CC Corridor Center Area to FBC-CN Corridor Neighborhood Area at 1024, 1038, and 1042 Burton St SW (Section 11) (City of Wyoming Planning Staff)

Smith explained that the sites are zoned FBC-CC (Form Based Code Corridor Center) and outlined the various uses of the surrounding land. He then explained the City's interest in the rezoning and its intention to create owner-occupied affordable housing on two of the three subject parcels.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

- (a) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as mixed use. Mixed use areas include horizontal mixed use, which clusters different uses along the corridor. The Master Plan states that multifamily structures should be encouraged in these areas, to both increase activity in underutilized commercial areas and support local business. It also recommends taking advantage of opportunities to add affordable housing to the City's housing stock. The proposed use of the properties meets the vision and intent of the City's Master Plan by creating affordable housing opportunities along a commercial corridor. compatible uses.

(b) *Compatibility of the allowed uses with existing and future land uses;*

The existing use of a beauty salon on one of the properties would be permitted to continue, and the ability to redevelop as residential housing would be possible in the future. The proposed use of the vacant properties is compatible with residential uses in Corridor Neighborhood and follows the Mixed Use future land use. This would effectively provide a transition from the commercial areas of Burton Street to nearby residential neighborhoods.

(c) *Capability of the property to be served by public services;*

The properties can be served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The property's current Form Based Code: Corridor Center zoning does not allow for any residential building types. The proposed rezoning would permit the existing uses to continue while accommodating new housing development in the district.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*

In addition to housing, Form Based Code: Corridor Neighborhood permits community centers, municipal uses, nursery schools, and religious or social service assembly. All the allowed uses are appropriate at the proposed properties.

Smith shared the following staff comments:

(a) *Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)*

The City's 2020 AI and HNA calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a contribution to meeting Wyoming's housing need as zoned Corridor Neighborhood Area.

(b) *Dimensional Standards*

The Form Based Code does not regulate parcels based on dimensions.

(c) *Location*

These properties are located adjacent to other properties zoned Form Based Code: Corridor Neighborhood. The properties are located next to a walkable commercial

corridor, Godfrey Elementary School, Lee Middle & High School, Pinery Park, Battjes Park, and the planned City Center trail network system.

(d) *Process*

The Planning Commission is only considering the rezoning of this parcel. If approved, the rezoning will receive two readings at City Council. The applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- July 16 – Planning Commission considers rezoning request.
- August 5 – City Council hears the first reading of the rezone request.
- August 19 – Board of Zoning Appeals hears the variance request.
- September 2 – City Council hears the second reading of the rezone request.

Smith explained that the Development Review Team recommends the Planning Commission grant the FBC-CN rezoning request at 1024, 1038, and 1042 Burton Street SW and recommend the same to City Council.

Micele opened the public hearing at 7:42PM.

Jean Fishman, 2051 Denwood, said she has a concern for visibility when you are coming out of Denwood onto Burton.

Dave Dykema, 2015 Huizen, expressed his concern of not having enough parking for the amount of housing units.

The public hearing was closed at 7:44PM.

A motion was made by Hall supported by Smart to grant the FBC-CN Corridor Neighborhood Area at 1024, 1038, and 1042 and recommend the same to City Council.

Hall wanted to confirm that the commissioners were voting only on the re-zoning matter and the residents' concerns would be addressed at the time of site plan approval.

Weller asked if the rezoning would allow for residential only or for commercial with residential above.

Smith explained that the rezoning would allow for residential only and doesn't allow for commercial uses. As it is zoned currently it does allow for commercial and residential above.

Weller stated his preference for the property to remain zoned to allow for commercial and residential.

Micele asked if the proposal matched the master plan to which Smith responded in the affirmative.

Zapata, noted that there was a comment given to commissioners and the note spoke to what Weller was speaking of. Zapata asked staff why a proposal for commercial and residential above was denied by planning commission years ago.

Smith responded that the decision predates the form-based code and it would not have been allowed in that zone. It would have been allowed in the current zone, but no proposals were submitted in the years since. Since the property was purchased with the city's Community Development Block Grant funds, the City is not allowed to put commercial on the property, the City would have to turn the property over to someone else and refund the granted money to HUD.

Hofert stated that the intent of purchasing the property with CDBG funds and then select a non-profit developer was to bring affordable owner-occupied housing to the corridor. When you have commercial and residential above it is not as easy to have owner occupied housing units.

Weller wanted to confirm if another parcel with the same zoning (Corridor Center) was to submit for commercial on the bottom and residential above it would be allowed.

Hofert confirmed if it was in the Corridor Center zone, it would be an allowed use. A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

AGENDA ITEM NO. 4

Request for site plan approval at 3901 Buchanan Ave SW (Section 24) (Scannell Properties)

Hofert explained that the site is zoned I-2 and is a former auto plant property and outlined the various uses of the surrounding land. Hofert said that the project is returning to Planning Commission due to major changes to the site plan. She noted that, as a returning item, commissioners should already be familiar with this project and she would move more quickly through some of the elements that had not changed.

The project includes a 299,845 square foot facility and an additional 17,120 square foot single story office area. The development includes loading docks adjacent to the railroad. Access for the site is provided off 40th Street/Stafford Avenue and a shared drive off Buchanan Avenue.