

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, JULY 16, 2018, 7:00 P.M.**

**1) Call to Order**

**2) Invocation** – Pastor Rick Pilienci, Grace Bible College

*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 July 2, 2018 Regular Meeting

**7) Approval of Agenda**

**8) Public Hearings**

*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**9) Public Comment on Agenda Items**

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

**10) Presentations and Proclamations**

a) Presentations

1. Parks and Recreation Fee Allocation Guideline Update
2. Water Operations Update

b) Proclamations

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

**14) Consent Agenda**

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

- a) Of Appreciation to Noel Hentschel for His Service as a Member of the Officers Compensation Commission for the City of Wyoming

- b) Of Appreciation to Teresa Scott-Garn for Her Service as a Member of the Community Enrichment Commission of the City of Wyoming
- c) Of Appreciation to Kathy Pupel for Her Service as a Member of the Community Enrichment Commission of the City of Wyoming
- d) Of Appreciation to Pam Jurick for Her Service as a Member of the Tree Commission for the City of Wyoming
- e) To Confirm the Reappointment of Dan Burrill as a Member of the Zoning Board of Appeals for the City of Wyoming
- f) To Appoint Shontea Jenkins as a Member of the Parks and Recreation Commission for the City of Wyoming
- g) To Appoint Emil Hannesson as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- h) To Appoint Doug Jurgens as a Member of the WKTV Commission for the City of Wyoming

**15) Resolutions**

- i) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Association and to Amend the Administrative and Supervisory Association Classification and Salary Schedule
- j) To Approve an Application by the Community Enrichment Commission of the City of Wyoming for a Permit for Discharge of Fireworks

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

- k) To Authorize the Purchase of Twelve Replacement Vehicles, Two New Vehicles and Two Lawn Mowers (Budget Amendment No. 8)
- l) For Award of Bid
  - 1. Information Management Software (Budget Amendment No. 9)

**17) Ordinances**

11-18 To Revise Section 30-203 (1) and Add Section 30-203 (3) to Chapter 30 of the Code of the City of Wyoming Entitled “Water Well Restriction” (Final 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 (Pending Litigation)**

**21) Adjournment**

## STAFF REPORT

Date: July 9, 2018

Subject: Fee Allocation Guideline Update by the Parks and Recreation Commission

From: Rebecca L. Rynbrandt, Director of Community Services

Meeting Date: July 16, 2018

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### **RECOMMENDATION:**

That the City Council affirms the updated Fee Allocation Guideline for the evaluation and establishment Parks and Recreation fees as recommended by the Parks and Recreation Commission. This is an Administrative Policy document.

### **SUSTAINABILITY CRITERIA:**

*Environmental Quality* – The City of Wyoming Community Services Department, through the provision of parks and recreation services, is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming.

*Social Equity* – As noted in the preamble of the attached Fee Allocation Guideline, as originally established in 2002, reaffirmed in 2010, and now updated herein, seeks to:

- Create a standardized approach to fee assessment and space allocation for users.
- Strive for a degree of cost recovery that is designed to make these facilities and services available to all.
- Provide equitable and efficient access to facilities and services.

*Economic Strength* – As noted in the preamble of the attached Fee Allocation Guideline, as originally established in 2002, reaffirmed in 2010, and now updated, seeks to:

- Educate the public on the value of our public parks, facilities, and recreation services.
- Provide equitable facility and recreation program distribution, aid in discipline control and promote respect and value of the facility, service, and program.
- Recover taxpayer costs incurred by users who have exclusive use of public property.
- Develop and maintain a fee structure based on a fair market value.
- Ensure that the allocation and fee schedule outweigh any negative or detrimental impact.
- Use the allocation process and fees to provide an equitable system to balance facility and service usage.

### **QUALITY SERVICE:**

The City will provide a high level of customer service, utilizing a qualified and enthusiastic staff; utilize high quality standards in designing, constructing, and maintaining infrastructure; will be a pleasant, comfortable, and visually stimulating place in which to live, work, and visit; will optimally utilize its

natural and human resources; and will meet the community's needs for services and facilities using sound financial management.

## **DISCUSSION:**

Building upon the call to action by the recent citizens fiscal review group, City Manager Holt charged staff with reviewing fees and fee guidelines. Under this direction, I worked with staff and the Parks and Recreation Commission in review of our established Fee Allocation Guideline. Originally established in 2002, and reaffirmed in 2010, the guideline informs the community on the role that fees play in a dedicated millage fund, as well as confirms how and when the city subsidizes park reservations and recreation program fees.

On April 11th the Parks and Recreation Commission reviewed the guideline and made changes, noted in the attached document using the Track Changes Tool in Microsoft Word. Historically, these changes have been presented to the City Council for informational purposes, and if no concerns were noted, implement as an Administrative Policy without further action by the Council or Commission.

The following is the excerpt from the Parks and Recreation Commission's meeting minutes for your ease of reference:

### *H. Fee Review –*

*Fee Allocation Guideline – Review for Recommendation of Any Changes – Rynbrandt started by referencing the Fee Allocation Guidelines handout that was in the agenda packet. These guidelines are supposed to be reviewed annually. The first area addressed was the Program/Service Cost Recovery Types, specifically the user group regarding the “youth” and “seniors”. She went over the old policy and wondered if there should be any changes to this policy. Councilmember Postler indicated her preference that the cost recovery be focused on the type of program, referencing classifications A, B, and C. The consensus of the commission was concurrence with Postler's comments. Rynbrandt confirmed that that was consistent with practice and budgetary approvals. She will move to strike the percentage distribution section.*

*Next was the topic of Recovering Direct, Equipment, and Indirect Costs. Historically this has been figured at 10%. The recent City Manager Business Leaders review of City expenses and discussions of alternative funding and the committee's recommendation to the Manager and Council that fees be reviewed to ensure costs are being recovered appropriately. Rynbrandt reported that the new standard is to begin with a 20% administrative charge and then modify to meet market conditions and program classifications (A, B, and C programming types). Rynbrandt asked if they wanted a dedicated percentage put into the document or leave it to be determined internally as it has been. The opinion was there isn't a reason to make a change since it has not needed to be formally a part of the document and that ultimately it is affirmed by the City Council in approving the budget.*

Recognizing the Council agenda calendar related to the review and adoption of the City budget, the presentation on the guideline was initially slated for the June work session; however, due to prioritization of agenda items, the adjusting of the Council meeting schedule with consolidation of work session items to regular meetings to accommodate a modified summer schedule, the presentation is now sought for the regular meeting on July 16.

**BUDGET IMPACT:**

All fees are established by the City Council either through the City Fee Schedule or annual budget process. This administrative policy establishes the guidelines used by the staff in implementing and evaluating fees.

###

**City of Wyoming Community Services Department  
Parks and Recreation  
Fee Allocation Guideline**

**I. Mission Statement**

The City of Wyoming Community Services Department through the provision of parks and recreation services is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for the citizens of the City of Wyoming.

**II. Guiding Principles**

The City of Wyoming has adopted the following guiding principles to govern its operations:

- A. The City will provide a high level of customer service, utilizing a qualified and enthusiastic staff.
- B. The City will utilize high quality standards in designing, constructing, and maintaining infrastructure.
- C. The City's image will be a pleasant, comfortable, and visually stimulating place in which to live, work, and visit.
- D. The City will optimally utilize its natural and human resources.
- E. The City will meet the community's needs for services and facilities using sound financial management.

**III. Statement of Purpose**

The purpose of the Wyoming Community Services Department Fee Allocation Guideline for parks and recreation services is to:

- Create a standardized approach to fee assessment and space allocation for users.
- Strive for a degree of cost recovery that is designed to make these facilities and services available to all.
- Provide equitable and efficient access to facilities and services.
- Educate the public on the value of our public parks, facilities, and recreation services.
- Provide equitable facility and recreation program distribution, aid in discipline control and promote respect and value of the facility, service, and program.
- Recover taxpayer costs incurred by users who have exclusive use of public property.
- Develop and maintain a fee structure based on a fair market value.
- Ensure that the allocation and fee schedule outweigh any negative or detrimental impact.

- Use the allocation process and fees to provide an equitable system to balance facility and service usage.

#### IV. Definitions

- **Basic Services** – As part of its operating budget, the City of Wyoming provides basic services from tax revenues and fees for the benefit of the entire community. Public funds will be used to provide parks, open spaces, facilities, and selected recreational programs.
- **Cost Definitions** – A variety of pricing strategies are available and are most effective when used in conjunction with an understanding and agreement of costs.
  - Direct costs are defined as the departmental costs of providing an activity or program, which can be directly identified with that activity or program. These are the costs associated with customer’s direct experience. Examples of direct costs would be softballs for a softball program, art supplies for craft programs, instructor wages, etc.
  - Indirect costs are defined as those departmental costs associated with the centralized operation of a program or facility but are not generally a part of the user’s direct experience. These costs may be somewhat constant or “fixed” regardless of the level of program participation or facility usage. Examples of indirect costs would be salaries of administrating personnel, computer costs, office supplies, telephones, utilities, etc.
  - Equipment costs are defined as those departmental costs related to providing a supply or equipment for an activity or program not immediately consumed by a single occurrence or session of the activity or program but requiring regular replacement. Examples of equipment costs would be aerobic steps, basketballs, aquatic kickboards, volleyball nets, etc.
  - Subsidized costs are allocated in certain circumstances, based on City Council directives, allowing subsidizing of the fee recouping less than direct costs for programs serving specific populations. ~~The recommended percentage of subsidy range is as follows:~~

Youth Programs	0% – 100%
Senior Programs	0% – 100%
Adult Programs	0%

**Comment [RB1]:** Removed per Parks and Recreation Commission direction.

## **V. Program/Service Cost Recovery Types**

**Differential Pricing** – Differential pricing may be implemented to ensure all citizens have an equal opportunity to participate in recreational activities. In recognition that paying fees may result in inequities for certain individuals, groups or situations, the City’s policy may be flexible and sensitive to the five following alternatives for differential pricing:

- Facility Use Imbalance: To encourage use of facilities and fields with a history of low usage.
- User Groups: According to age (youth, seniors), income (economically disadvantaged), or status (private, non-profit or commercial organizations).
- Special Service Fees: May be charged for providing commodity activities (food vendors, carnival rides, etc.) or extra services (fencing, crowd control staff, electrical service, etc.).
- Taxpaying Status: Non-resident vs. City of Wyoming taxpayer/resident.
- Incentive: Promotional discounts to encourage the use of specific facilities and time-slots.

**Type A: Recovering Partial Direct Costs (IE: Subsidy)** – When a good or service is deemed to provide a *substantial public benefit*, the customer may not be required to pay a fee OR may be required to pay a partial fee to recover a portion of the direct costs of the service.

EG: neighborhood convening’s, open Swim, family Swim

**Type B: Recovering Direct Costs and Equipment Costs** – Customers will be charged fees to recover full direct costs to operate a program/service when it is deemed the program/service provides an *individual benefit and a minor public benefit*. These fees will be assessed to cover all direct costs but allow indirect costs to be tax subsidized. An additional fee may be assessed to cover the use of and replacement cost of equipment.

EG: Adaptive athletic programs (Challenger Soccer), targeted juvenile programs (open gym), grant funded after school programs

**Type C: Recovering Direct, Equipment, and Indirect Costs** – Customers will be charged fees to recover full departmental direct and equipment costs and a percentage of indirect costs for those programs/services that provide *exclusive individual benefit and minor to no public benefit*.

EG: Tournaments, leagues, classes, and facility reservations

Type C programs/services shall charge direct fees, plus percentage for indirect costs, plus an equipment charge (when appropriate) per registration. The percentage shall be established annually with applicable income targets approved by City Council through the annual budget process. Market forces such as participant demand and density of public/private offerings shall be taken into consideration.

**VI. Criteria for Establishing Fees and Charges for Special Services and Facilities**

A. Special facilities include but are not limited to reservation rooms and buildings, ball fields, lighted tennis courts, pools, and picnic shelters.

B. The determination to assign a fee for a special service and/or facility shall be based upon one or more of the following criteria:

1. The cost per user hour of the service or the demand for service is high. This is usually due to one of the following:
  - a. The service uses consumable materials.
  - b. The service requires a facility with operation, utilities, or maintenance costs.
  - c. The service requires special preparation or clean up.
  - d. The service requires special or additional supervision or instruction at additional cost.
  - e. The service requires special or additional intra-department costs. (EG: Traffic, Fire, Police Departments)
2. Use of the facility tends to be limited to a relatively few individuals or special interest group(s); therefore those who benefit to the exclusion of others should pay extra for the privileges enjoyed.
3. Charging an admission fee to a special event allows for revenues collected to be used to extend the activity or cover the cost of the event.
4. Concession fees may apply subject to the City approved concessionaire contract(s).
5. Non profit groups maintaining offices in the City of Wyoming or with a majority of its membership residing in the City of Wyoming will be charged the resident rate for the meeting rooms. Membership roster documentation is required before a reservation may be processed.

C. Program service cost recovery types apply.

## VII. Fees for Special Facilities

- A. When not in use for department sponsored or co-sponsored activities, designated areas, facilities, and equipment may be rented by organizations and the general public in accordance to established policies, guidelines, and procedures.
  - 1. Area and facility reservation rates will be computed by adding the personnel costs, hourly utility costs, and any related cost for the facility in question. Market forces such as participant demand and public/private offerings shall be taken into consideration.
  - 2. Equipment rentals will be based upon its original depreciated life.
- B. Charges for Charitable (non-city sponsored) Activities: Charitable, non-profit, community serving organizations that conduct an event on park property shall pay the established reservation fee. Organizations are required to provide insurance. Depending upon the type of event, the organization may be required by the Director of Parks and Recreation, or designee, to enter into a Specialized Facility Request and Use Agreement.
- C. Charges for Charitable (city co-sponsored) Activities: Charitable, non-profit, community serving organizations, co-sponsored by the City of Wyoming, who conduct an event on park property for the purpose of raising funds for specific Park and Recreation projects or as part of a City sponsored neighborhood association do not pay facility reservation fees or percentage of gross receipts. Additional insurance coverage may be required.
- D. Charges for School Activities: School districts serving City of Wyoming residents, who conduct an event on park property and/or utilize special facilities, shall pay the established reservation fee, except as provided in specific agreements to provide for use of facilities in effect between the City and the school district.
- E. Commercial Activities: Profit making commercial activities will not be permitted in any public facility or upon park property.
- F. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot Air Balloons, Fireworks, etc.) must be approved by the Parks and Recreation Director, or designee, at least 2 weeks prior to reservation date. Persons must obtain necessary permits required by state law to operate said equipment. The Director may require the organization or group to provide the City of Wyoming with evidence of comprehensive liability insurance sufficient to protect the City of Wyoming against risk, with a limit of at least one million dollars for each occurrence, which

names the City of Wyoming as an additional insured, or certificate of insurance acceptable to the Parks and Recreation Director and the City Attorney. The City of Wyoming may also require a waiver of subrogation and indemnification agreement from the sponsoring organization or group.

- G. Cleaning and damage deposit may be required in an amount consistent with anticipated use of the facility and/or property. A deposit shall be issued by a separate check.

**VIII. Non-Resident/Non-Taxpayer Policy**

- A. The City of Wyoming Parks and Recreation Department programs, activities, and facilities are designed to benefit the Wyoming community first. Non-resident/non-taxpayers shall be charged at 150% of the resident charge. Equipment charges shall be assessed as appropriate.
- B. For programs or activities where non-resident/non-taxpayer participation may be deemed as beneficial for the citizens of Wyoming, a differential fee may be applied.

~~C. In order for a "team" to receive resident rates, at least 60% of team members must live within the City of Wyoming. Rosters will be required with accurate street addresses and phone numbers. For team sport activities, where the industry standard is for a fee to be applied as a single team participation fee, individual player residency will not apply. Fees will be established based upon program type C.~~

~~C.~~

**IX. Special Consideration for Fees and Charges Variances**

- A. Special Interest Groups or Individuals shall be granted **no special consideration** in the form of reduced rates or free services with the exception of those groups who are co-sponsoring programs/activities/events with the City of Wyoming.
- B. Proprietary or Commercial groups shall not be permitted to use park facilities for financial gain or profit. These facilities are designed to serve the general public on a non-profit basis.

**X. Capital Expenses**

Capital investment and replacement expenses shall be the responsibility of the City, however public and private resources shall be pursued at every given opportunity.

**XI. Use of Department Name**

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The use of a facility does not imply endorsement or sponsorship of the event/program by the City of Wyoming. Therefore, publicity shall be designed in such a way that no suggestion of endorsement and/or sponsorship is implied.

**XII. Evaluation of Policy and Fee Schedules**

The Community Services Director and the Parks and Recreation Commission shall review the fee allocation guidelines and related fee schedules as necessary. The City of Wyoming Council prior to implementation shall approve all park reservation fee changes.

Initial approval by the Parks and Recreation Commission: December 11, 2002  
Amended: March 10, 2010, April 11, 2018

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

RESOLUTION OF APPRECIATION TO NOEL HENTSCHEL FOR HIS SERVICE  
AS A MEMBER OF THE OFFICERS COMPENSATION COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Noel Hentschel has served faithfully and effectively as a member of the Officers Compensation Commission since January 21, 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Noel Hentschel for his dedicated service as a member of the Officers Compensation Commission.

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 July 16, 2018.

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

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

RESOLUTION OF APPRECIATION TO TERESA SCOTT-GARN FOR HER SERVICE  
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION  
OF THE CITY OF WYOMING

WHEREAS:

1. Teresa Scott-Garn has served faithfully and effectively as a member of the Community Enrichment Commission since October 6, 2014.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Teresa Scott-Garn for her dedicated service as a member of the Community Enrichment Commission.

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 July 16, 2018.

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

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

RESOLUTION OF APPRECIATION TO KATHY PUPEL FOR HER SERVICE  
AS A MEMBER OF THE COMMUNITY ENRICHMENT COMMISSION  
OF THE CITY OF WYOMING

WHEREAS:

1. Kathy Pupel has served faithfully and effectively as a member of the Community Enrichment Commission since November 2, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Kathy Pupel for her dedicated service as a member of the Community Enrichment Commission.

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 July 16, 2018.

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

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

RESOLUTION OF APPRECIATION TO PAM JURICK FOR HER SERVICE  
AS A MEMBER OF THE TREE COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Pam Jurick has served faithfully and effectively as a member of the Tree Commission since July 18, 2016.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Pam Jurick for her dedicated service as a member of the Tree Commission.

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 July 16, 2018.

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

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

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF DAN BURRILL  
AS A MEMBER OF THE ZONING BOARD OF APPEALS  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Dan Burrill expired on June 30, 2018.
2. It is the desire of the City Council that Dan Burrill be reappointed as an alternate member of the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Dan Burrill as an alternate member of the Zoning Board of Appeals for the City of Wyoming, Michigan, for the regular term ending June 30, 2021.

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 July 16, 2018.

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

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

RESOLUTION TO APPOINT SHONTEA JENKINS AS A MEMBER OF  
THE PARKS AND RECREATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Shontea Jenkins has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2020.
3. City Council wishes to appoint Shontea Jenkins as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Shontea Jenkins as a member of the Parks and Recreation Commission of the City of Wyoming for the unexpired term ending June 30, 2020.

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 July 16, 2018.

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

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

RESOLUTION TO APPOINT EMIL HANNESSON AS A MEMBER  
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE  
FOR THE CITY OF WYOMING

WHEREAS:

1. Emil Hannesson has submitted an application requesting appointment to the Greater Wyoming Community Resource Alliance for the City of Wyoming.
2. A vacancy exists in a term ending January 1, 2019.
3. City Council wishes to appoint Emil Hannesson as a member of the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Emil Hannesson as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2019.

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 July 16, 2018.

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

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

RESOLUTION TO APPOINT DOUG JURGENS AS A MEMBER OF  
THE WKTV COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Doug Jurgens has submitted an application requesting appointment to the WKTV Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2020 on the WKTV Commission.
3. City Council wishes to appoint Doug Jurgens as a member of the WKTV Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Doug Jurgens as a member of the WKTV Commission for the regular term ending June 30, 2020.

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 July 16, 2018.

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

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

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND TO AMEND THE ADMINISTRATIVE AND SUPERVISORY ASSOCIATION CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved Employment Contracts and Classification and Salary Schedules between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to add the classification of Community Development Specialist as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and the Classification and Salary Schedule.

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 July 16, 2018.

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

ATTACHMENTS:  
Staff Report  
Memorandum of Understanding

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

## STAFF REPORT

Date: July 9, 2018

Subject: Updated Job Description and Classification Schedule Placement Proposal for Community Development Specialist

From: Rebecca L. Rynbrandt, Director of Community Services

Cc: Kim Oostindie, Director of Human Resources

Meeting Date: July 16, 2018

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### **RECOMMENDATION:**

That the City Council amend the employment contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and to amend the Administrative and Supervisory Association Classification and Salary Schedule to provide for the Community Development Specialist position.

### **SUSTAINABILITY CRITERIA:**

*Environmental Quality* – The City of Wyoming Community Services Department’s Community Development Block Grant Fund supports and implements federally eligible activities which include, but are not limited to, housing rehabilitation, public infrastructure and facility improvements, code enforcement, programs that reduce crime and improve neighborhoods, programs that work to prevent, reduce or eliminate homelessness, and fair housing.

*Social Equity* – The primary purpose of CDBG funding is to benefit low- and moderate-income persons and to revitalize low- and moderate-income neighborhoods.

*Economic Strength* – Through the work of the CDBG Fund, improvements of housing stock within the City of Wyoming, property values shall be maintained or improved, not only at the specific location but also throughout the immediate neighborhood through the proximity effect. Low-moderate income homeowners shall be able to redirect limited resources to other needs such as food, clothing, shelter, etc. as a result of subsidized home repairs.

### **QUALITY SERVICE:**

This position works to strengthen public-private partnerships; protect community infrastructure and neighborhood quality of life, in tandem with ensuring the economic vitality of the community. Working to support residents of the City of Wyoming with programs and services which connect them to safe, affordable housing and provide education and other supports to assist residents in maintaining housing is an outcome of CDBG investments.

### **DISCUSSION:**

As part of our succession planning, anticipating the retirement of Kim Lucar, currently classified in a closed position, Administrative Aide, and working as the day-to-day program manager for the Community Development Block Grant fund, a detailed job description review was undertaken in FY

2018. Kim Lucar has announced her desire to retire March 18, 2019. Working with Human Resources, a detailed job description review resulted in the creation of the Community Development Specialist position, attached.

Upon confirming the duties of the position, again working with Human Resources, an extensive wage study was undertaken. Additionally, consultation with our labor attorney to ensure that the position was classified correctly from an Internal Revenue Service (IRS), as well as a union perspective, was made.

Throughout this process I have engaged our staff in ensuring their input into the description as well as to validate and affirm its assigned duties. This, coupled with working with Human Resources and their extensive support, has allowed for an executed MOU with the Administrative Association, affirming their support of the job description.

**BUDGET IMPACT:**

As previously mentioned, this position is a one-for-one exchange to align assigned work with an appropriate job description. Funds are included in the current budget.

Position comparison:

<b>Position</b>	<b>Classification</b>	<b>Wages Range (July 1, 2018)</b>
Administrative Aide (closed 10/21/13)	A20	\$58,156.80 - \$73,382.40
Community Development Specialist (Proposed)	A20	\$58,156.80 - \$73,382.40

Thank you for your consideration. I am available to answer any questions you may have.

###

MEMORANDUM OF UNDERSTANDING

RE: Community Development Specialist

The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association ("Association") agree as follows:

1. The classification of Community Development Specialist is added to the bargaining unit.
2. The classification will be placed in the following range of the Classification and Salary Schedule in effect for the bargaining unit employees:

Community Development Specialist

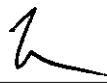
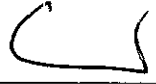
A20

3. The above change to the Classification and Salary Schedule is subject to approval by the Wyoming City Council.

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND  
SUPERVISORY EMPLOYEES ASSOCIATION

By: \_\_\_\_\_  
Its: City Manager

By: M. Erickson    
Its: President

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

Date: 2 July 2018

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

TO APPROVE AN APPLICATION BY THE  
COMMUNITY ENRICHMENT COMMISSION OF THE CITY OF WYOMING  
FOR A PERMIT FOR DISCHARGE OF FIREWORKS

WHEREAS:

1. The Fire Safety Act of 2011 requires that any permits issued under that act for the discharge of fireworks for a variety of purposes requires local legislative body approval.
2. The Community Enrichment Commission previously applied for and received City Council approval for a public display of fireworks on June 26, 2018, as noted in resolution number 26086.
3. Adverse weather conditions on June 26, 2018 forced the cancellation of fireworks.
4. The Community Enrichment Commission has now made application to have a public display of fireworks, operated by licensed fireworks operator Melrose Pyrotechnics, Inc., following the Concerts in the Park event on August 14, 2018 at Lamar Park.
5. The Department of Public Safety has reviewed the application and recommends approval.
6. Section 34-109 of the Code of the City of Wyoming allows the City Council to establish a fee for a fireworks permit.

NOW, THEREFORE, BE IT RESOLVED:

1. The Application by the Community Enrichment Commission for a fireworks permit for August 14, 2018 at Lamar Park is approved.
2. The associated fireworks permit fee is waived.

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 July 16, 2018.

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

ATTACHMENTS:

Permit Application

Certificate of Insurance

City of Wyoming, Michigan

SUPPLEMENT TO APPLICATION  
FOR FIREWORKS OTHER THAN CONSUMER OR LOW IMPACT  
Michigan DLARA – Bureau of Fire Services Form BFS-417 Rev. 09/2015

Name of Applicant:	Community Enrichment Commission
Address:	1155 28 <sup>th</sup> Street SW
	Wyoming, MI 49509
Date of Event:	August 14, 2018 (rescheduled from June 26, 2018)
Expected Attendance:	10,000

Application must be made 60 days prior to event to allow time for review, recommendation and approval by City Council.

- NA*  Completed Form BFS-417
- NA*  Permit Application Fee of \$300 payable to the City of Wyoming
- Photocopy of photo ID of pyrotechnic operator owner and individual(s) who will discharge display. The operator or assistant who will discharge the display is subject to a Breathalyzer test by the Wyoming Police Department prior to the event. *\* IDs will be checked on date of event also.*
- Photocopy of pyrotechnic operator AFTE license
- Pyrotechnic operator's Certificate of Insurance, with the City of Wyoming, Michigan named as Additional Insured, in the following amounts and types:
- \_\_\_\_\_  
Scale drawing of the site where display will be held, showing discharge point, location of all buildings, streets, spectator viewing area(s), parking area(s) and location of overhead obstructions, if any.
- NA*  If applicable, written permission from the property owner for the date of the event.

I acknowledge that this permit application is complete and correct. I understand that incorrect or incomplete information could result in denial of the permit, and that the application fee is nonrefundable.

Signature of Applicant: 

Title: Chairman

Organization, Company or Entity: Wyoming Community Enrichment

Date: 7/11/18

If the permit is approved by the City Council, it will be provided to a Fire Department representative, who will deliver it to the operator and/or applicant at a required meeting to review plans for the event.

Fire Department Recommendation:

- Approval
- Denial

Signature: William J Aman Date: 7-10-18

Police Department Recommendation:

- Approval
- Denial

Signature: [Signature] Date: 7-11-18

City Council Action:

- Approval
- Denial

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk



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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
TWELVE REPLACEMENT VEHICLES,  
TWO NEW VEHICLES AND TWO LAWN MOWERS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City purchase two lawn mowers from Spartan Distributors using the National Intergovernmental Purchasing Alliance program for \$39,870.34 and the purchase of vehicle replacements from Signature Ford using the Macomb County bid in the total amount of \$362,836.00 and from Berger Chevrolet using the Oakland County bid in the total amount of \$98,901.50.
2. Funds for the purchase of the new police vehicle will require approval of the attached budget amendment.
3. Funds for the purchase of the remaining vehicles and two lawn mowers have been budgeted in the Motor Pool Capital Outlay account numbers 662-441-58500-985000 and 662-441-58500-987000 and Clean Water Plant Capital Outlay account number 590-590-54400-986444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of two lawn mowers from Spartan Distributors using the National Intergovernmental Purchasing Alliance program in the total amount of \$39,870.34 and award the purchase of vehicle replacement to Signature Ford using the Macomb County bid in the total amount of \$362,836.00 and to Berger Chevrolet using the Oakland County bid in the total amount of \$98,901.50.
2. The City Council does hereby approve the attached budget amendment for the purchase of the new police vehicle.
3. 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 July 16, 2018.

ATTACHMENTS:  
Budget Amendment  
Staff Report

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

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



## STAFF REPORT

DATE: July 11, 2018

SUBJECT: Award of Purchase – Equipment and Vehicle Replacement

FROM: Ted Seil, Fleet Services Supervisor

Date of Meeting: July 16, 2018

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### RECOMMENDATION:

The Public Works Department recommends that the City Council award the purchase of two lawn mowers to Spartan Distributors using the National Intergovernmental Purchasing Alliance program for \$39,870.34 and award the purchase of vehicle replacement to Signature Ford using the Macomb County Bid for \$362,836.00 and to Berger Chevrolet using the Oakland County Bid for \$98,901.50.

### SUSTAINABILITY CRITERIA:

#### Environmental Quality

The replacement equipment and vehicles meet the latest environmental Tier 4 requirements and emission standards reducing the impact of emissions on the environment and decreasing fuel consumption.

#### Social Equity

The replacement of equipment and vehicles will allow the City to continue to provide high quality service to all residents without regard to income level or socio-economic status.

#### Economic Strength

The replacement equipment allows the City to purchase higher quality equipment with better warranty programs, reduced maintenance costs and less equipment down time. We are purchasing equipment that is more fuel efficient and ergonomically designed to reduce injuries to our work force.

### DISCUSSION:

To purchase vehicles and equipment, Fleet Services utilizes cooperative purchasing agreements when possible. The cooperative purchasing programs save time and expenses. The Spartan Distributors purchases will be made through the National IPA Contract# 120535 for two lawnmowers for a purchase price of \$39,870.34. These will be purchased to replace two existing lawn mowers which have reached the end of their life cycle.

We are also recommending purchasing ten vehicles from Signature Ford which have reached the end of their life cycle, using Macomb County Bid number 71 – 15 T.1 T.2 T.3, for a purchase

price of \$334,344 and the purchase of two vehicles from Berger Chevrolet using Oakland County Bid #5218.

Additional Vehicles to be added to the Fleet:

Police Department Vehicle to be purchased from Berger Chevrolet on Oakland County Bid #5218 for \$24,951.00 to be paid out of account General Fund – Police – Detective Bureau – Capital Outlay 101-305-31000-975.000 and turned over to Fleet Services.

Clean Water Plant Vehicle to be purchased from Signature Ford on Macomb County Bid 71-15 T.1 T.2 T.3 for \$28,492.00 to be paid out of account Clean Water Plant Capital Outlay Account 590-590-54400-986.444 and turned over to Fleet Services.

Total purchase price of all replacement equipment and vehicles is \$495,607.84

The following list identifies the twelve vehicles and two pieces of equipment that are scheduled to be purchased using the cooperative purchasing agreements:

2018-2019 Fleet Services Depreciation Reserve Summary and Additional Department Vehicles.					
Replacement Vehicle	In Service Date	Miles / Hours at Replacement	Reason For Replacement	Purchase Price	Vendor
<b>SUV</b>					
309-001	August 2014	125769	Miles	37,615.00	Berger Chevrolet
381-001	May 2009	55447	Years	28,492.00	Signature Ford
173-001	Nov 2010	47482	Years	19,752.00	Signature Ford
<b>Pick Up Trucks</b>					
U-83-0	Nov 2006	36074	Years	43,503.00	Signature Ford
284-000	Dec 2005	88177	Years	28,083.00	Signature Ford
302-000	August 2007	64072	Years	33,946.00	Signature Ford
386-000	Jan 2011	40837	Years	38,870.00	Signature Ford
394-001	May 2011	112397	Years / Miles	34,302.00	Signature Ford
611-000	Feb 2004	44198	Years	45,814.00	Signature Ford
<b>Police Cruisers</b>					
025-001	Oct 2014	85679	Years	30,791.00	Signature Ford
056-002	Oct 2014	75495	Years	30,791.00	Signature Ford
054-002	Jan 2015	121506	Miles	36,335.50	Berger Chevrolet
<b>Lawn mowers</b>					
768-002	Mar 09	1618	Years	19,935.17	Spartan Distributors
783-002	April 11	1892	Years	19,935.17	Spartan Distributors
<b>New Vehicles Added by Departments</b>					
PD				24,951.00	Berger Chevrolet
CWP				28,492.00	Signature Ford

**BUDGET IMPACT:**

Sufficient funds have been budgeted in the Motorpool Capital Outlay Accounts 662-441-58500-985.000 and 662-441-58500-987.000, and Clean Water Plant Capital Outlay Account 590-590-54400-986.444. Pending budget amendment # 8, sufficient funds exist in the General Fund – Police – Detective Bureau – Capital Outlay Account 101-305-31000-975.000.

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 as per the attached Staff Report.
3. The purchase of the information management software will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed items as recommended in the attached Staff Reports and summarized below.

Item	Recommended Bidder	Cost
Information Management Software	HACH	\$147,562.15

2. The City Council does hereby approve the attached budget amendment which is required for the purchase of the information management software.

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 July 16, 2018.

ATTACHMENTS:

Budget Amendment  
Staff Report  
Quote

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

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

**CITY OF WYOMING BUDGET AMENDMENT**

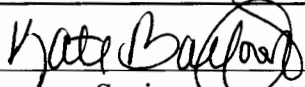
**Date: July 16, 2018**

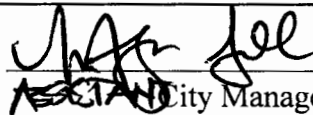
**Budget Amendment No. 009**

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate an additional \$150,000 of additional budgetary authority to fund the purchase of laboratory management software as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Sewer Fund</u></b>				
Wastewater Utility - Capital Outlay - Capital Outlay				
590-590-54400-986.444	910,000.00	75,000.00		985,000.00
Balance/Working Capital (Fund 590)		-	75,000.00	
<b><u>Water Fund</u></b>				
Water Utility - Capital Outlay - Capital Outlay				
591-591-57300-986.444	860,000.00	75,000.00		935,000.00
Balance/Working Capital (Fund 591)		-	75,000.00	

Recommended:   
Senior Accountant

  
Assistant City Manager

Motion by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_ that the General Appropriations Act for Fiscal Year 2018-2019 be amended by adoption of the foregoing budget amendment.

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

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

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

## STAFF REPORT

Date: July 9, 2018

Subject: Purchase of Hach WIMS™ Treatment Plant Information Management Software

From: Jaime Fleming, Laboratory Services Manager

Date of Meeting: July 16, 2018

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### **Recommendation**

It is recommended that the purchase of Hach WIMS information management software be authorized in the amount of \$147,562.15.

### **Sustainability Criteria:**

Environmental Quality – The Utilities Department is actively engaged in the protection of Michigan’s natural water environment and the public health of Wyoming’s citizens. A large part of this work centers on data that document our compliance with regulatory standards and permit limitations, facilitate calculation of rates and surcharges, guide treatment process control decisions, demonstrate permit compliance of our industrial sewer users, and ensure success of our biosolids program.

Social Equity – The Utility function within the City of Wyoming provides the same high quality service to all areas of the City without regard to income level or socio-economic status.

Economic Strength – Utilizing an information management software program will be more economically resilient in the long term through easier and faster access to the data needed to make sound decisions. The Utilities Department will become more stable through identification of issues that will minimize potential future liabilities.

### **Quality Service Impact:**

Quality Service at the Utility plants depends upon the quality of our data. The Hach WIMS software provides a streamlined interface for the Utility department to access the many data sources required to provide the best service and product to Wyoming’s residents and utility customers.

### **Discussion:**

The utility treatment plants and the many workgroups within them generate and consume large amounts of data. This data is used to monitor treatment processes, ensure regulatory compliance, provide laboratory service to our wholesale and contracted customers, monitor the Industrial Pretreatment and Biosolids programs, and to facilitate rate and surcharge calculations.

Currently, there are numerous platforms used to collect and compile data and another set of different programs used to display and report information. Because of this, it is often the case that information must be entered in multiple programs – increasing the amount of time spent in

duplicative efforts and introducing extra room for data entry errors. In addition, retrieving the data and in a useful format can be unnecessarily labor intensive. Responding to time-sensitive requests for data is especially difficult.

Information management software is designed to streamline the tasks of data entry and reporting. Data can be manually entered into the software or it can be automatically exported to the system by laboratory instruments, SCADA, and third party sources such as a contract laboratory. The data is then readily and easily accessed through a singular interface that allows it to be displayed in many formats (graphs, charts, spreadsheets, etc). Such software can also be configured to produce “alerts” for user-defined parameters allowing for faster notification of problems and can also be used to schedule and track events.

A request for information management software proposals was issued to approximately 200 vendors. As a requirement to having a proposal considered vendors needed to meet in-person with staff at each treatment plant. These meetings allowed the vendors to view current data handling processes and to seek information they needed to develop a project proposal. In addition, staff was able to view a demonstration of each software product. The submitted proposals were to include an outline of the project implementation, an estimated completion date, and a quote for implementation services and any ongoing software maintenance costs.

Two vendors submitted proposals which were reviewed by staff from each treatment plant. The feedback was overwhelmingly in support of Hach Company’s WIMS™ (Water Information Management Solution). The WIMS™ software was developed specifically for application in water and wastewater treatment plants; whereas other software platforms begin with a generic framework that must be further customized to be industry specific, adding significant extra cost. Of particular note, WIMS™ features functions that can replace stand-alone products currently in use in our laboratory and Industrial Pretreatment Program. WIMS™ also comes highly recommended by the utility plants in the area that utilize the software (City of Holland, City of Kalamazoo).

After receiving the initial quote included with the proposal, a second meeting was held with the treatment plant superintendents, the lab manager, IT staff, and Hach’s representatives. As a result of this discussion, it became evident that fewer user licenses would be needed and Hach provided an updated quote to reflect this change.

The project implementation will involve a consultation project manager from Hach Company and utility staff, followed by customization to Wyoming’s treatment plants and systems. Once the software is tested by staff, several training sessions will be held to familiarize users with the structure and features of WIMS™. The timeline for the implementation process is estimated to be 6.5-7 months.

**Budget Impact:**

The quotes provided in the proposals received were:

- Vena Solutions USA, Inc - \$185,940 – 208,728
- Hach Company - \$159,862.15

The final quote provided by Hach Company is for \$147,562.15 for implementation services.

The ongoing annual maintenance fee is calculated as 18% of the current WIMS™ market price.

The terms and conditions and software licensing agreements have been reviewed and agreed upon by the City attorney and Hach Company.

A budget amendment is required for this purchase.



# Bid

Hach  
 PO Box 608  
 Loveland, CO 80539-0608  
 Phone: (800) 227-4224  
 Email: quotes@hach.com  
 Website: www.hach.com

**Quote Number: 100338703v3**  
 Use quote number at time of order to ensure  
 that you receive prices quoted

Quote Date: 22-May-2018

Quote Expiration: 21-Jul-2018

City of Wyoming

Name: Wyoming City Clerk  
 Phone: 616-261-3572  
 Email: bids@hach.com

Customer Quote Reference: Treatment Plant Integrated Information Management

Sales Contact: Tim LeTourneau Email: tletourn@hach.com Phone: 248-296-4158

## PRICING QUOTATION

Line	Part Number	Description	Qty
<b>Software</b>			
1	WM-MU	WIMS Multi User License with one concurrent user and one facility	1
2	WM-DBSQLSERVER	WIMS for MS SQL Server DB	1
3	WM-MU-CONUSR	WIMS CONCURRENT USER LICENSE	14
4	WM-FACILITY	WIMS Additional Facilities	1
5	WM-SCADA-INT	SCADA/Historian Interface Module connects to a single SCADA source. Standard lead time 5 days.	1
6	COLLECT-WM-L2	Claros Collect yearly subscription. WW - Permit flow – Greater than 5MGD and less than 100MGD DW – Population served -Greater than 70,000 and less than 1,000,000	2
7	WM-MU-LABCAL	WIMS LABCAL SOFTWARE MODULE	1
8	WM-LABCAL-ADDL	WIMS LabCal Module Additional Facility	1
<b>Recurring Annual Costs for Support and Claros Coll</b>			
9	2001H	Claros Collect. \$1980 per year	1
10	2001H	WIMS Support - Based on 18% of then current list price of software in force. Starting with year 2.	1
<b>Services</b>			
		WIMS Base Services Clean Water Plant	
11	DM_WIMS-SERVICES	WIMS Services	71
		WIMS Base Services Drinking Water	
12	DM_WIMS-SERVICES	WIMS Services	80
		Additional Report and Form Creation per RFP Listing	
13	DM_WIMS-SERVICES	WIMS Services	140
		Claros Collect Mobile Data Collection Tool Services	
14	DM_WIMS-SERVICES	WIMS Services	20
		Lab Cal Services	
15	DM_WIMS-SERVICES	WIMS Services	150
16	DM_WIMS-OSTRN-3DAY	Onsite Services Three Day (concurrent) – Project Manager	1
17	DM_WIMS-OSTRN-2DAY	Onsite Services Two Day (concurrent) – Project Manager	1
<b>Training Services</b>			
18	DM_WIMS-OSTRN-4DAY	Onsite Services Four Day (concurrent) – Project Manager	2
<b>Grand Total</b>			<b>\$ 147,562.15</b>

## Project Clarifications

Listed below are the required project clarifications that need to be reviewed and verified by quote recipient. It is the responsibility of the quote recipient to ensure all instrumentation requirements for the project have been addressed.

If there is other pertinent project information, it is the responsibility of the quote recipient to supply Hach Company with the additional sections or addenda containing the information related to the products and services quoted.

### Software:

- WIMS Multi User - includes 1 Concurrent User License
- SQL Server Support for installation on Customer provided SQL Database
- 14 WIMS Additional Concurrent User Licenses (15 licenses for both plants)
- Additional Facility to Support Secondary Plant Site - Either Water or Waste Water - Total of 2 unique Facilities DB's with Admin rights
- Interface to customer Wonderware Historian (or other standard SCADA interface ) to support both Facilities Data is parsed from Historian to appropriate WIMS Facility DB Services Performed as part of On-Site Training and Services
- 2 Claros Collect Mobile Data Collection Annual Subscription Unlimited Users and Devices 1 per each WIMS Facility DB
- WIMS Lab Cal Module
- WIMS Lab Cal license for additional Facility

### Recurring Annual Costs for Support and Claros Collect Subscription

- Claros Collect - Annual subscription supporting both plants and unlimited Users
- WIMS Support - Based on 18% of then current list price of software in force

### Services

#### WIMS Base Services Clean Water Plant

Wastewater >8 MGD and <20 MGD Implementation Services

- Database Configuration, Report, and Data Entry Form development.
- Typically includes (your Project Manager will finalize the scope of work based on your needs):
  - Project Administration
  - Consultation to gather information and determine specific needs to create a project plan.
  - Remote Basic Install Assistance
  - Basic Variable setup - Adapting an industry standard list of parameters and calculations for your plant/system.
  - Site specific calculation setup
  - The Hach Project Manager will complete initial set up of regulatory reports
  - Up to 6 Page NPDES DMR or 60 Parameter eDMR
  - 1 standard format monthly KPI report with up to 10 user defined KPIs (key performance indicators)
  - Predefined dashboard with 10 user defined KPI's and KPI graph set
  - 1 standard format yearly summary KPI report with up to 10 user defined KPIs
  - Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters

#### WIMS Base Services Drinking Water

Drinking Water (Surface Water Plant >8 MGD and <20 MGD) Implementation Services

Database Configuration, Report, and Data Entry Form development.

Typically includes (your Project Manager will finalize the scope of work based on your needs):

- Project Administration
- Consultation to gather information and determine specific needs to create a project plan.
- Remote Basic Install Assistance
- Basic Variable setup - Adapting an industry standard list of parameters and calculations for your plant/system.

- Site specific calculation setup
- The Hach Project Manager will complete initial set up of regulatory reports
- Up to 10 pages standard regulatory report (MOR, DBR, IFE, etc...) or 100 parameter regulatory eReport
- 1 standard format monthly KPI report with up to 10 user defined KPIs (key performance indicators)
- Predefined dashboard with 10 user defined KPI's and KPI graph set
- 1 standard format yearly summary KPI report with up to 10 user defined KPIs
- Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters

#### Additional Report and Form Creation per RFP Listing

Report: Total Page Count from RFP Samples

#### Claros Collect Mobile Data Collection Tool Services

Mobile Interface installation, configuration and training consisting of:

- Remote installation of the interface
- Configuration of the interface
- Form Setup Training
- Enable the web services for your forms
- Cross reference up to 10 variables to Hach WIMS
- Training on how to capture data and how to send the data to your Hach WIMS

#### Import of Historical Data

Non-SCADA sourced data is priced based on the file format and consistency of data and must be reviewed prior to pricing. Customer will be trained on the use of the Import Tool

Data migration of 3 years historical data (include options for vendor to complete the work or for training for the user to complete the migration) from various sources (Excel sheets, Access databases, Wonderware Historian, Linko, etc.)

- SCADA data can be imported using the provided interface for a selected period based on the tags selected for ongoing import Hach services will be provided to establish the interface with the historian, cross reference a example set of tags, and train the customer on the process.

#### Lab Cal. Services

Provide chain-of-custody functionality that includes:

- (1) Sample identification
- (2) Location
- (3) Date/time of collection; collector's name
- (4) Analysis parameters
- (5) Date/time of analysis; analyst name
- (6) Up to five "signatures", date, and time for change in custody

Tracking of samples by customer and parameter for billing purposes on a monthly, weekly, and ad-hoc basis.

Additional services to add the following features to WIMS Lab Cal:

- Performed both on-site and remotely to ensure customer satisfaction and efficient completion
- New Sample Status called Pending Login (i.e. sample has been brought in by Collector). User will read barcode on bottle, sample will be created with status of Pending Login.
- Sample Login window will be created where bottle barcode can be read, Pending Login Sample will be displayed and sample status will be changed to Received.
- Auto Email report of samples as status changes to Pending, Recvd, Approved, and Closed.

#### **Training Services**

On-site training for 4 groups at each treatment plant; customized by work group and user access level:

- Field Collection Staff
- Operations
- Supervision
- Laboratory
- See Attachment for full Description
- SCADA Integration and Setup to take place during on-site Service

# TERMS OF SALE

**Freight:** Ground Prepay and Add

**FOB:** Origin

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counter offer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

## ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Freight Charge Schedule and Collect Handling Fees attached.

Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight.

Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

Standard lead time is 30 days

## Sales Contact:

Name: Tim LeTourneau  
Title: Regional Sales Manager  
Phone: 248-296-4158  
Email: [tletourn@hach.com](mailto:tletourn@hach.com)

**HACH COMPANY'S LICENSE AND TERMS AND CONDITIONS OF SERVICES  
FOR HACH'S WATER INFORMATION MANAGEMENT SOLUTION™ (WIMSTM)**

**ACCEPTANCE:** These Terms and Conditions are contained in Hach Company's (Hach) offer, order acknowledgment, and invoice documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a binding license and service agreement ("Agreement") in accordance with these Terms and Conditions, subject to final credit approval by Hach: (i) Customer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Customer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Customer's order. Hach's commencement of work or signature on any purchase order or other form or document submitted by Customer shall constitute acknowledgment of receipt of Customer's order only, and shall not constitute Hach's assent to any terms and conditions submitted by Customer. Provisions contained in Customer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions shall not be a part of the Agreement. Any objection to these Terms and Conditions must (1) be in writing, (2) list specifically each term or condition with which you disagree, and (3) indicate why you disagree with the term or condition. Customer must notify Hach in writing of objections before Customer's submission of a purchase order to Hach or Hach's commencement of work, whichever occurs first, so that Hach may have a reasonable time to address any such objections. These Terms and Conditions shall be deemed accepted in their entirety by issuance of Customer's purchase order.

**COMPLETE AGREEMENT:** All proposals, negotiations, representations, and quotations, if any, regarding this transaction and made prior to the date of this document are merged herein.

**TERM: SUBSCRIPTION SERVICE ONLY:**

**INITIAL TERM:** Two (2) years

**RENEWAL TERM(S):** If Customer wishes to terminate the Subscription Services at the end of the Initial Term or any subsequent Renewal Terms, the Customer should send Hach notice of intent to terminate either by (a) faxing the notice to 970-461-3919 or (b) by emailing the notice from the email contact account to [support@hach.com](mailto:support@hach.com). If Customer submits the notice of termination by email, Hach shall confirm the termination by sending a second e-mail or fax to the contact email address or fax number on file. If Customer fails to notify Hach of its intent not to renew, the Subscription Service will be deemed renewed by Customer under the terms of this Agreement on a month-to-month basis at Hach's then-current rates and charges for monthly Subscription Service.

**PRICES:** Hach's prices in effect at the time of delivery shall apply and any different pricing indicated from any other source shall be adjusted to Hach's current pricing, except for the price of Total Startup (one-time) Charges contained in Hach's quotation, which is firm for 60 days from the date of the quotation. If transportation charges from point of origin of the shipment to a designated point are included in these prices: (a) any changes in such transportation charges shall be the Customer's responsibility, and (b) except as otherwise stated in Hach's quotation, Hach shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable freight rate from shipping point to the designated point.

**PAYMENT AND CREDIT:**

**SUBSCRIPTION PACKAGE:**

**PAYMENT AND PRICING:** Customer shall pay for all monthly Subscription Service net 30 days from invoice. Pricing is based on a 2-year Agreement. An early termination fee set forth in Hach's offer, will apply if the Agreement is terminated before 2 years. Cancellations become effective on the last day of the month in which notice is given.

**SETUP SERVICE:** Customer shall be given the choice of paying for Setup Service rendered either net 30 or by installments payable in 24 consecutive installments plus 18% simple interest. If Customer terminates the Agreement without cause before the end of the Initial Term, Customer agrees to pay Hach the remainder of the unpaid balance for Services plus any outstanding interest.

**EFFECT OF TERMINATION:** Upon the effective date of termination of this Agreement: (a) Hach will immediately cease providing the Subscription Service(s); and (b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due.

**OTHER PACKAGES:** Payment is due thirty (30) days from the date of invoice. Hach reserves the right to deny credit to Customer and to determine the suitability of the method of payment where payment is other than cash, certified check or money order. Hach reserves the right to revoke credit previously extended to Customer because of Customer's failure to pay for services when due or of any other reason deemed good and sufficient by Hach, and in such event all subsequent services shall be paid for in advance or on delivery. Past due balances shall be subject to interest charges at the maximum rate permitted by law. Customer shall pay all Fees specified in US dollars.

**TAXES:** Any taxes which Hach may be required to pay or collect, under any existing or future law, upon or with respect to the license, sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be paid for by Customer. Hach will collect and pay taxes when required to do so unless Customer furnishes a valid resale/exemption certificate to Hach, no later than the time of payment, relieving Hach of the requirement to collect and pay such taxes. If the certificate furnished to Hach is held invalid Customer agrees to pay the taxes (plus interest) not collected as a result of relying on Customer's invalid certificate.

**CANCELLATION:** Customer may cancel orders within 30 days of purchase subject to fair charges for expenses incurred, handling, inspection, restocking, freight and invoicing charges as applicable. Cancelled orders must be returned to Hach within 30 days at Customer's expense.

**DELAY:** Hach shall be excused for any delay in performance or delivery due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Hach in the reasonable conduct of its business. Hach further reserves the right, in its full discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

**INSPECTION:** Customer shall promptly inspect all software and the results of services. All claims for alleged defects in software or services are waived unless Customer notifies Hach of the claim within 30 days after receipt of software or performance of services. No claim shall be effective if made after the software or services have been altered or used. Customer shall afford Hach prompt and reasonable opportunity to inspect all software and services to which any claim is made. No returns shall be made without Hach's express consent, a return authorization and return instructions.

**SOFTWARE LICENSE, USE AND RESTRICTIONS:**

**LICENSE.** Software is subject to the separate software license agreement(s) accompanying the software media, along with any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software. In the absence of such terms, Hach hereby grants Customer a personal, non-exclusive license to access and use the software provided by Hach. Software provided or otherwise made available to Customer by Hach may be used only during the term of the subscription and/or services, as set forth in the duly authorized documentation setting forth the term for each, and as may be renewed in accordance with this Agreement.

**RESTRICTIONS.** Customer may not copy, modify, or create a derivative work, collective work, or compilation of the software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the software or any part thereof. Customer may not license, sub-license, sell, assign, sublicense, or otherwise transfer or encumber the software; may not use the software in a managed-services arrangement; and may not use the software in excess of the authorized number of licensed facilities, servers and/or seats or other criteria specified in the duly authorized documentation specifying same. Customer is further prohibited from (1) attempting to use or gain unauthorized access to Hach or to any third party's networks or equipment; (2) permitting other individuals or entities to use the software or copy the software or services; (3) attempting to probe, scan, or test the vulnerability of software or a system, account, or network of Hach or any of its customers, suppliers or affiliates; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Hach or Hach affiliate or supplier facilities used to deliver the services.

**AUDIT.** Solely for the purpose of verifying Customer's compliance with the terms of this Agreement, Customer hereby grants Hach, or an agent designated by Hach, the right to perform an audit of Customer's use of the software during normal business hours. Customer agrees to cooperate with Hach in such audit and to provide Hach with all records reasonably related to Customer's use of the Software.

**OWNERSHIP AND PROPRIETARY RIGHTS:** "Information" as used herein means all content and other items included with or as part of the services or software, such as text, graphics, graphs and other representations of data, user interfaces, images, data, photographs, videos, and software. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in any services, software, and/or Information provided hereunder shall belong solely and exclusively to Hach and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The software and Information are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the software or other Information, in whole or in part. Hach will retain exclusive ownership of all software and Information, and will own all intellectual property rights, title, and interest in any ideas, concepts, know-how, documentation, and techniques associated therewith. Subject to payment in full for the applicable services, Hach grants Customer a non-exclusive, non-transferable, royalty-free right to use the software and other Information solely for Customer's facilities, and solely as necessary for Customer to enjoy the benefit of the services.

**INTERRUPTION OF SERVICES:** Hach may on occasion need to perform scheduled or unscheduled repairs, maintenance or upgrades in connection with the software installed on its and Customer's computer system(s), which may temporarily degrade the quality of the services or result in a partial or complete outage of the software. Hach provides no assurance that you will receive advance notification of such activities or that the software or services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Hach and Customer, any degradation or interruption in the services or software shall not give rise to any form of damages or to a refund or credit of any fees paid by Customer. **CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE AND ASSOCIATED DATA, INCLUDING COMMUNICATION VIA MEANS SUCH AS THE INTERNET AND THIRD PARTY SERVICE PROVIDERS' COMMUNICATIONS NETWORKS, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE AND ASSOCIATED DATA. HACH SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE OR ASSOCIATED DATA.**

**CUSTOMER DATA:** In Hach's performance of services or in connection with Customer's use of the Software, it may be necessary for Hach to obtain, receive, or collect data or information, including system-specific data. In such cases, Customer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data solely to facilitate the performance of services by Hach or Customer's use of the Software. In addition, Customer grants Hach a license to aggregate such data for use in an anonymous manner in support of Hach's marketing and sales activities. Customer also grant Hach the right to copy and maintain such data on Hach's servers (or the servers of its suppliers) during the term of this Agreement. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer such data within and outside of the country in which Customer is located in conjunction with Hach's performance of the services or Customer's use of the software (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, and contractors).

**CONFIDENTIALITY:** In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as information pertaining to software, data, reporting, pricing, and marketing, know-how, and trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, affiliates, agents, and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that the receiving party can show through written records (1) was known by it before its receipt from the disclosing party; (2) is or becomes public knowledge through no fault of the receiving party; or (3) is rightfully received by the receiving party from a third party without a duty of confidentiality. If the receiving party is required by a court or government agency to disclose Confidential Information, the receiving party shall, subject to any applicable lawful restrictions, provide advance notice to the disclosing party before making such a disclosure. The obligations with respect to Confidential Information shall continue for five (5) years from the date of disclosure.

**REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:**

**SERVICES:** Hach warrants that the services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care. If Hach breaches this or any other service warranty provided to the Customer, and if the Customer notifies Hach of such breach within 30 days of performance of Service, customer's exclusive remedy and Hach's entire liability for any breach of service warranty shall be re-performance of the specific non-conforming service.

**SOFTWARE:** Hach warrants that it has the right to grant the licenses to the software licensed under this Agreement, and such software will substantially conform to the functional specifications and current documentation provided by Hach.

**WARRANTY DISCLAIMERS:** EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, HACH, (INCLUDING ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; OR (2) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY HACH. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY HACH (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. WITH RESPECT TO YOUR USE OF THE SOFTWARE (1) NEITHER HACH NOR ANY OF THE HACH PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (2) CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF HACH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**HIGH-RISK DISCLAIMER:** THE SOFTWARE AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, HOSPITALS, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). HACH EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

**OPEN SOURCE SOFTWARE.** A portion of the software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed. THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL HACH, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**LIMITATION ON DAMAGES:** IN NO EVENT SHALL HACH, ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, CORRUPT DATA OR USE, LOSS OF CUSTOMER DATA, CORRUPT OR UNAVAILABLE CUSTOMER DATA, LOSS OF USE OF CUSTOMER DATA, LOST OPPORTUNITY, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES OR FOR INTERRUPTED COMMUNICATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR CUSTOMER'S WEB PAGE AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT.

**SURVIVAL:** THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**CUSTOMER REPRESENTATIONS:** Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to Hach that (a) it owns or has the right to permit Hach to access its Customer's Sites and surrounding areas for service, installation and maintenance; and (b) Customer shall and hereby does defend, indemnify and hold Hach and its affiliates harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that Hach had no right or authority to access the Customer's Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with laws. Customer's obligations under this Section do not apply to the extent that claims are directly caused by the gross negligence of Hach.

**PATENTS:** Hach shall defend and indemnify the Customer from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement of any United States patent by any services or software supplied by Hach hereunder, unless made in accordance with Customer's specifications or unless the alleged infringement results from Customer's use of the software or services in combination with products, software or services provided by third parties, in which case the Customer shall defend indemnify Hach from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement. In order for either party to be entitled to indemnification under this provision, party seeking indemnification must, no later than fifteen (15) business days after its receipt or discovery of a claim, provide written notice to the party from whom indemnity is sought of the bringing of the suit and an opportunity shall be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending shall be rendered to the indemnifying party by the party seeking indemnification. Neither Hach nor the Customer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

**LIMITATIONS ON USAGE:** The Customer shall not use any software or services provided hereunder for any purpose other than that identified in Hach's catalogs and literature as the intended use of such goods. Any warranty granted by Hach to the Customer shall be deemed void if any software or services covered by such warranty are used for any purpose not permitted hereunder. In addition, the Customer shall indemnify Hach and hold Hach harmless from and against any and all claims, damages, losses costs, expenses and other liability of whatever nature that Hach suffers or incurs by reason of any such unintended use.

**INDEPENDENT RELATIONSHIP:** As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

**ASSIGNMENT:** Neither this Agreement nor any license granted hereunder may be assigned by either party without the prior written consent of the other, which may be withheld for any reason or no reasons, and any such assignment is void *ab initio*.

**NOTICE:** Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, facsimile or by United States certified mail, return receipt requested, postage prepaid, to the address appearing in Customer's purchase order in the case of notice to Customer, and to the following address in the case of notice to Hach: Hach Company, c/o IIM BU Director with cc to VP/General Counsel, 5600 Lindberg Drive, Loveland, Colorado 80538. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

**COMPLIANCE WITH LAWS:** Hach and Customer agree to comply with all laws applicable to the software and services provided hereunder. Software and technical data supplied by Hach are subject to certain export laws and regulations. Customer agrees to obtain at its own expense any import license, foreign exchange permit, or other permit or approval it may need for the performance of its obligations under this Agreement and to comply at its own expense with all applicable laws, regulations and orders of the government(s) to which its activities are subject. Customer agrees that it will, at all times, be in compliance with the United States export laws and will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, or approvals. Customer further represents and warrants to Hach that Customer shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Agreement, and that Customer will take no action that will cause Customer or Hach to violate any such laws. Customer specifically represents and warrants to Hach that Customer is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that Customer shall comply with the FCPA and will take no action that will cause Customer or Hach to violate the FCPA. Hach may terminate said Agreement immediately, if it believes, in good faith, that Customer has breached the foregoing compliance-with-law provisions of the Agreement or caused Hach to violate the FCPA or other applicable laws. Hach shall not be liable to Customer for any claim, losses, or damages related to Hach's decision to exercise its rights under this provision.

**APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to or application of its principles or laws regarding conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is in violation of any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Customer and Hach, any dispute relating to this Agreement which is not resolved by the parties shall be adjudicated in order of preference (i) by a court of competent jurisdiction in the State of Colorado, U.S.A. if Customer has minimum contacts with Colorado and the United States, (ii) by a court of competent jurisdiction elsewhere in the United States if Customer has minimum contacts with the United States but not Colorado, or (iii) by a court of competent jurisdiction in a neutral location (which may at Hach's discretion exclude Customer's state of residence) if Customer does not have minimum contacts with the United States.

ORDINANCE NO. 11-18

AN ORDINANCE TO REVISE SECTION 30-203 (1)  
AND ADD SECTION 30-203 (3) TO CHAPTER 30 OF THE CODE  
OF THE CITY OF WYOMING ENTITLED "WATER WELL RESTRICTION"

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 30-203 (1) is hereby revised to read as follows:

**Sec. 30-203. – Restricted zone.**

(1) *36th Street SW Restricted Zone.* The 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows: That area of the City of Wyoming, Kent County, Michigan described as follows: Commencing at the southeast corner of the intersection of the southerly right-of-way ("ROW") line of 28th Street SW (M-11) and the easterly ROW line of US Route 131, thence south along the easterly ROW line of US Route 131 to the southerly ROW line of 36th Street SW, thence east along the northerly ROW line of 36th Street SW to the westerly ROW line of Clay Avenue SW, thence north along the westerly ROW line of Clay Avenue SW to the northerly ROW line of 40th Street SW (as said 40<sup>th</sup> Street would be extended in a straight line westerly from its current terminus to the westerly ROW line of Clay Avenue SW), thence east along the northerly ROW line of 40<sup>th</sup> Street SW to the westerly ROW line of Urban Avenue thence north to the westerly ROW line of the Interurban Trail, thence north along the westerly ROW line of the Interurban Trail (as said Interurban Trail would be extended in a straight line northerly from its current terminus to the northerly ROW line of 36<sup>th</sup> Avenue SW) to the northerly ROW line of 36th Street SW, thence west along the northerly ROW line of 36<sup>th</sup> Street SW to the westerly ROW line of Buchanan Avenue SW, thence north along the westerly ROW line of Buchanan Avenue SW to the southerly ROW line of 35th Street SW, thence west along the southerly ROW line of 35th Street SW to the westerly ROW line of Birchwood Avenue SW, thence north along the westerly ROW line of Birchwood Avenue SW to the southerly ROW line of 34th Street SW, thence west along the southerly ROW line of 34th Street SW to the westerly ROW line of Hillcroft Avenue SW, thence north along the westerly ROW line of Hillcroft Avenue SW to the southerly ROW line of 32<sup>nd</sup> Street SW, thence west along the southerly ROW line of 32<sup>nd</sup> Street SW to the point of beginning.

Section 2. That Section 30-203 (3) is hereby added to Chapter 30 of the Code of the City of Wyoming to read as follows:

**Sec. 30-203. – Restricted zone.**

(3) *Eastern Avenue SE Restricted Zone.* The Eastern Avenue SE Restricted Zone includes property located within the City of Wyoming, Kent County, Michigan, generally described as follows: Commencing on the south right-of-way line of 36<sup>th</sup> Street SE where it intersects the property line located between Lots 45 and 46 of the Kent Industrial Center Subdivision; thence south along said property line to the southwest corner of said Lot 45, also being the northeast corner of Lot 84 of the Kent Industrial Center No.2 Subdivision; thence southerly along the easterly border line of the Kent Industrial Center No. 2 Subdivision to the south property line of Parcel No. 41-18-19-226-014 (3761 Linden Avenue SE), said property line being approximately along an extension of the centerline of Himes Street SE; thence along said south property line of Parcel No. 41-18-19-226-014 to the intersection of the centerlines of Linden Avenue SE and Himes Street SE; thence easterly along the centerline of Himes Street SE to its intersection with the centerline of Eastern Avenue SE; thence southerly along the centerline of Eastern Avenue SE to its intersection with the centerline of 37<sup>th</sup> Street SE; thence easterly along the centerline of 37<sup>th</sup> Street SE to its intersection with the east property line of Parcel No. 41-18-20-151-046 (3800 Eastern Avenue SE); thence northerly along said east property line of Parcel No. 41-18-20-151-046 to the south right-of-way line of the New York Central Railroad right-of-way; thence northwesterly along said south right-of-way line of the New York Central Railroad right-of-way to its intersection with the south right-of-way line of 36<sup>th</sup> Street SE; thence westerly along the south right-of-way line of 36<sup>th</sup> Street SE to the point of beginning.

Section 3. This ordinance shall be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a \_\_\_\_\_ session of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Ordinance No. 11-18

**City of Wyoming, MI Ordinance:  
36th Street SW Restricted Zone**

131

32nd St SW

Hillcroft Ave SW

Buchanan Ave SW

36th St SW



Clay Ave SW

0 400 800 Feet

40th St SW

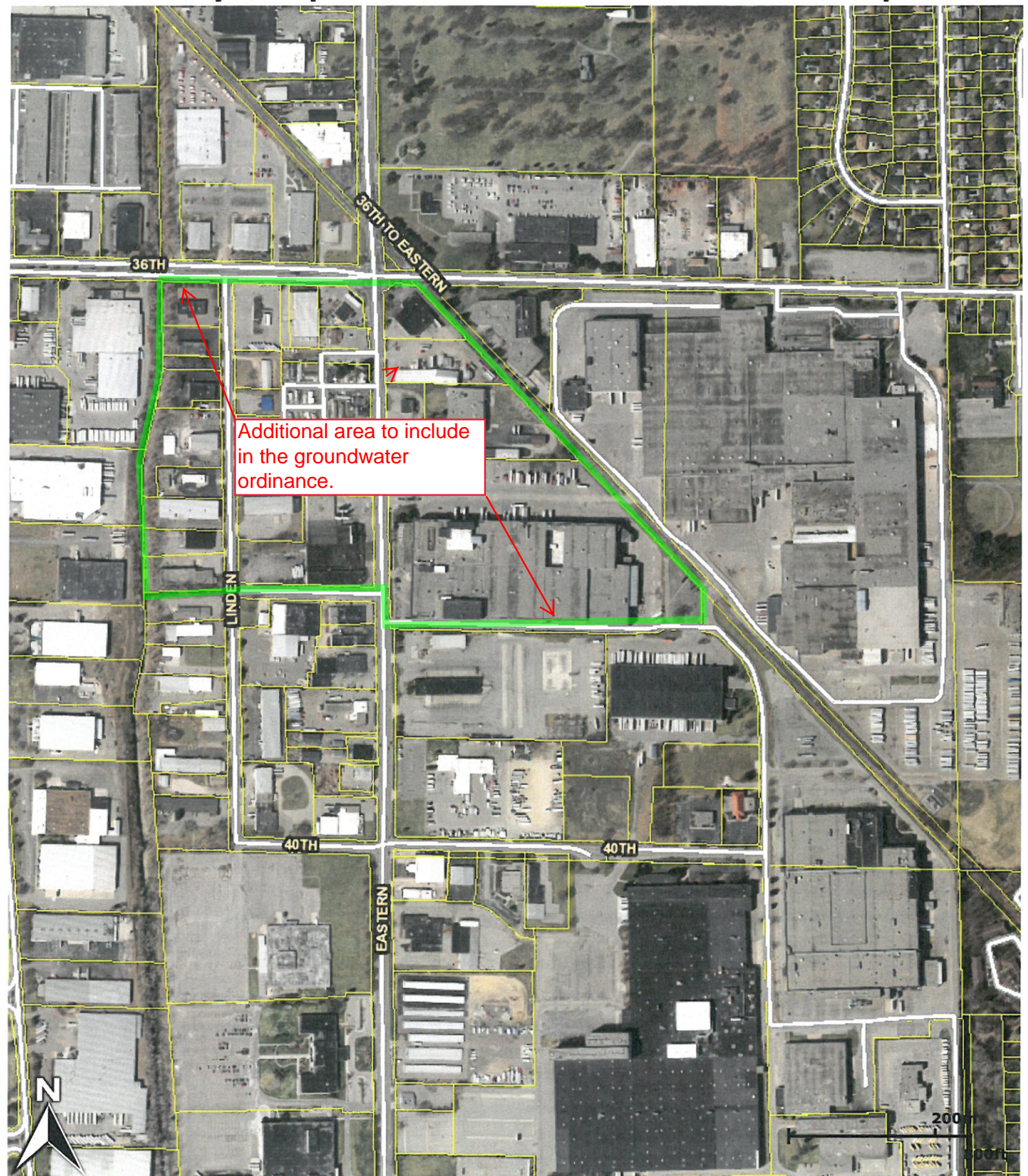


131

 **36th Street SW Restricted Zone**  
 **Property Line**

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# Kent County Geospatial Service - Potential Ordinance Properties



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## Kent County Geospatial Service

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