

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, AUGUST 5, 2019, 7:00 P.M.**

**1) Call to Order**

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

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

**3) Pledge of Allegiance**

**4) Roll Call**

**5) Student Recognition**

**6) Approval of Minutes**

From the July 15, 2019 Regular Meeting

**7) Approval of Agenda**

**8) Public Hearings**

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

**9) Public Comment on Agenda Items**

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

**10) Presentations and Proclamations**

a) Presentations

b) Proclamations

1. National Night Out – August 6, 2019

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

a) Budget Amendment No. 6 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (General Fund)

b) Budget Amendment No. 7 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Major Streets Fund)

- c) Budget Amendment No. 8 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Local Street Fund)
- d) Budget Amendment No. 9 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Parks and Recreation Fund)
- e) Budget Amendment No. 10 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Indigent Defense Fund)
- f) Budget Amendment No. 11 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Capital Improvement Fund)
- g) Budget Amendment No. 12 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Library Fund)
- h) Budget Amendment No. 13 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Sewer Fund)
- i) Budget Amendment No. 14 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Water Fund)
- j) Budget Amendment No. 15 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Motor Pool Fund)
- k) Budget Amendment No. 16 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Motor Pool – Depreciation Reserve)
- l) Budget Amendment No. 17 – To Reappropriate Monies for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and other Encumbrances from the 2018-2019 Fiscal Year to the 2019-2020 Fiscal Year per the attached list. (Capital Projects Revolving Fund)

**14) Consent Agenda**

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

- a) To Authorize Members of the City Council to Attend the Michigan Municipal League Annual Convention

**15) Resolutions**

- b) To Approve Traffic Control Order No. 6.01-19
- c) To Grant Preliminary Plat Final Approval to the Proposed Chapel Estates Subdivision
- d) To Authorize the Mayor and City Clerk to Execute an Agreement with Consumers Energy

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

- e) To Extend the Bid for Cul-De-Sac Snow Plowing to Jack's Lawn Service & Snowplowing, Inc. and Pro-Mow Lawn Care LLC
- f) To Accept a Proposal from Multi Serve to Provide Cleaning and Disinfecting Services and to Authorize the Mayor and City Clerk to Execute the Contract
- g) To Authorize the Purchase of Laboratory Supplies from Hach
- h) To Authorize the Purchase of Laboratory Supplies from IDEXX Laboratories
- i) To Authorize the Purchase of Fire Gear Lockers and a Utility Rack System
- j) For Award of Bid
  - 1. Electrical Supplies

**17) Ordinances**

15-19 To Amend Chapter 90 of the City Code by Amending Section 90-1410 (4.0) Corridor Edge Area Special Land Uses and Table 90-1410 Corridor Edge Area in Article 11 (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 (Attorney Opinion)**

**21) Adjournment**

**PROCLAMATION**

**NATIONAL NIGHT OUT 2019**

**August 6, 2019**

*WHEREAS, the National Association of Town Watch is sponsoring a special, coast-to-coast community crime prevention project on the evening of August 6, 2019 called “National Night Out”; and*

*WHEREAS, it is essential that all citizens in the City of Wyoming be aware of the importance of crime prevention programs and the positive impact that their participation can have on reducing crime in our neighborhoods; and*

*WHEREAS, “National Night Out” provides an opportunity for the City of Wyoming to join forces with hundreds of other communities across the country in support of safer neighborhoods and to demonstrate the success of cooperative crime prevention efforts; and*

*WHEREAS, we the City of Wyoming, thank our Public Safety Service providers who have continued to demonstrate their dedication in the face of most extreme circumstances; and*

*WHEREAS, neighborhood spirit and cooperation is the theme of the “National Night Out” project and is also the key ingredient in helping the Wyoming Police Department to fight crime; and*

*NOW, THEREFORE, I, JACK POLL, Mayor of the City of Wyoming, Michigan do hereby call upon all the citizens of the City of Wyoming to join the National Association of Town Watch in supporting and participating in “National Night Out” on Tuesday, August 6, 2019.*

*BE IT FURTHER RESOLVED THAT I, JACK A. POLL, Mayor of the City of Wyoming, Michigan do hereby proclaim Tuesday, August 6, 2019 as:*

**NATIONAL NIGHT OUT**

*in the City of Wyoming.*

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**JACK POLL, MAYOR**  
*City of Wyoming, Michigan*



City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The General Fund**  
 Budget Amendment Number 006

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
101-101-10300-956.000	<b>City Council Communication</b>	Other Services Recruitment Video		9,200.00
101-258-25800-801.000	<b>Information Technology</b>	Professional Services PO #2018-0548 Millenia Technologies Shoretel phone system upgrade		5,500.00
101-136-13600-984.000	<b>District Court</b>	Capital Outlay - State Designated Fund		24,605.81
101-136-13610-975.000	<b>District Court-Building</b>	Capital Outlay Courtroom remodel		67,000.00
101-136-15100-707.000	<b>District Court-Probation</b>	Salaries - Temporary	49,096.03	
101-136-15100-715.000		FICA	2,810.70	
101-136-15100-719.000		Workers Comp Insurance	2,168.27	
101-136-15100-910.000		Liability Insurance	1,112.22	
101-136-15100-801.000		Professional Services	39,080.57	
101-540.001		State Grant Revenue	15,324.34	
101-583.513		Contributions from Local Units Other Gov Agencies Veterens Treatment Court Grant-Funded by State of Michigan	50,000.00	28,943.45
101-305-30500-973.000	<b>Police - Admin</b>	Capital Outlay Justice Assist Byrne Grant PO #2019-0578 Sirchie Finger Print Lab - Evidence Drying Cabinet	10,245.00	
101-507.000		Balance of Grant Federal Grants Justice Assistance Byrone Bulletproof Vest grant expenses and revenue	1,394.00 11,639.00	-
101-305-31200-973.013	<b>Police Forensic Science Unit</b>	Capital Outlay-State Grant Funds Drug Testing Revenue		2,107.76
101-305-31500-744.000	<b>Police - Patrol</b>	Uniforms	8,175.44	
101-509.000		Federal Grants Bulletproof Vest Grant Bulletproof Vest grant expenses and revenue	4,087.72	4,087.72
101-305-31500-744.000		Uniforms		8,600.77
101-305-31506-709.000	<b>Police OHSP Grant - Strategic Enforcement</b>	Salaries - Uniform O.T.	9,900.53	
101-305-31506-715.000		FICA	775.67	
101-305-31506-718.000		Pension	3,653.06	
101-305-31506-719.000		Workers Comp. Insurance	420.69	
101-305-31506-956.520		Other Services - Grand Rapids Dist.	10,052.86	
101-305-31506-956.522		Other Services - Kentwood Dist.	17,937.78	
101-305-31506-956.523		Other Services - Walker Dist.	9,521.16	
101-305-31506-956.525		Other Services - Kent County Dist.	11,213.48	
101-505.003		Federal Grant Revenue - OHSP - Safety Belts	63,475.23	-
101-305-32100-860.000		<b>Police - Training Act 302</b>	Travel and Training	

City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The General Fund**  
 Budget Amendment Number 006

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
101-337-33800-975.000	<b>Fire Buildings</b>	Capital Outlay Soil boring for Gezon repaving project		2,760.55
101-337-33900-975.000 101-529.000	<b>Fire Fighting</b>	Capital Outlay Federal Grant Revenue-FEMA grant Assistance to Firefighters Grant-FEMA Grant	10,905.49 9,814.94	1,090.55
101-400-40000-801.000	<b>Planning</b>	Professional Services Master Plan consulting services Contracted staffing until Planner 1 is hired	124,255.15 5,000.00	129,255.15
				<u>291,705.77</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 5, 2019

Budget Amendment Number 007

To the Wyoming City Council:

A budget increase of **213,982.00** for the Major Streets Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>213,982.00</u>

Recommended: Kate Balfout  
Senior Accountant

[Signature]  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

August 5, 2019

City of Wyoming  
**Schedule of Reappropriations**  
To the 2019 - 2020 Fiscal Year  
**For The Major Street Fund**  
Budget Amendment Number 007

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
202-441-46300-972.510	<b>Street Maintenance</b>	Capital Outlay Street Resurfacing PO #2019-0439 State of Michigan Project: 2016 CP.InterTrailRehab.Expense	213,982.00	213,982.00

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213,982.00

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CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 5, 2019

Budget Amendment Number 008

To the Wyoming City Council:

A budget increase of 1,239.10 For The Local Street Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>1,239.10</u>

Recommended: Kate Balford  
Senior Accountant

[Signature]  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The Local Street Fund**  
 Budget Amendment Number 008

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
203-441-46300-972.510	<b>Street Maintenance</b>	Capital Outlay Street Resurfacing PO #2019-0125 Michigan Paving & Materials Project: 2018 CP.2018WyoResurface	1,239.10	1,239.10
				1,239.10

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 5, 2019

Budget Amendment Number 009

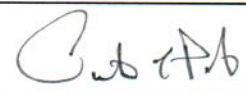
To the Wyoming City Council:

A budget increase of 1,500,620.97 for the Parks and Recreation Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>1,500,620.97</u>

Recommended:   
Senior Accountant

  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The Parks and Recreation Fund**  
 Budget Amendment Number 009

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
208-752-75200-801.006	<b>Administration</b>	Professional Services PO #2019-0264 Olmstead Associates-brochure design		3,655.00
208-752-75200-806.000		Software Services PO #2019-0612 Vermont Systems-Software Migration		7,481.00
208-752-75200-900.000		Professional Services PO #2019-0265 Grand Blanc Printing-Recreation brochures		5,934.31
208-752-75600-956.010	<b>Parks &amp; Rec Facility</b>	Other Services - Dog Park		7,661.60
208-752-75600-967.000		Project Costs Asphalt crack sealing at Pinery and Lamar parking lots and the Pinery Park trail		15,236.68
208-752-75600-975.112		Capital Outlay - Lemery Park Improvements Softball field fencing repairs		20,000.00
208-752-75600-975.122		Capital Outlay - Marquette Park PO #2019-0613 Landscape Structures PO #2019-0614 Penchura Balance for restroom project	22,799.00 8,866.00 3,335.00	35,000.00
208-752-75600-975.141		Capital Outlay - Ideal Park Improvements PO #2017-0531 PM Blough PO #2018-0220 Fishbeck Thompson Carr & Huber PO #2019-0490 Katerberg Verhage PO #2019-0491 Katerberg Verhage Balance for project	8,853.50 7,500.00 884,729.90 518,551.55 157,911.57	1,577,546.52
208-542.000		State Grant Revenue Michigan Natural Resources Trust Fund-Ideal Park Grant		(207,385.65)
208-752-75600-975.228		Capital Outlay - Prairie Park Improvements Skate park equipment replacement		10,000.00
208-752-75600-980.091		Capital Outlay - Camera Equipment Security camera upgrades at Lamar and Hillcroft Parks		20,000.00
208-752-75800-806.000	<b>Senior Center</b>	Software Services WSC cameral system server software PO #2019-0617 Knight Watch Inc Balance for project	2,581.18 18.82	2,600.00
208-752-75800-956.200 208-522.000		Other Services Go Bus Tickets AAA Transportation Grant Revenue AAAWM Go Bus Grant	5,739.51 2,848.00	2,891.51
				<u>1,500,620.97</u>



City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The Indigent Defense Fund**  
 Budget Amendment Number 010

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
260-571.000		State Grants Indigent Defense Revenue	45,798.25	
260-000-13600-707.000	<b>General Government</b>	Salaries - Temporary Salaries	27,160.58	
260-000-13600-715.000	<b>District Court</b>	F.I.C.A.	2,081.07	
260-000-13600-719.000		Workers Comp Insurance	39.68	
260-000-13600-740.300		Operating Supplies Equipment	27.37	
260-000-13600-801.000		Professional Services	10,000.00	
260-000-13600-801.021		Professional Services Legal Special Counsel	110,810.00	
260-000-13600-806.000		Software Services	4,300.00	
260-000-13600-860.000		Travel and Training	7,200.00	
260-000-13600-910.000		Insurance Liability	605.96	116,426.41
				<u>116,426.41</u>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 5, 2019

Budget Amendment Number 011

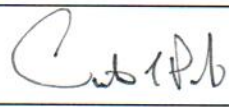
To the Wyoming City Council:

A budget increase of 283,030.53 for the Capital Improvement Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	<u>283,030.53</u>

Recommended:   
Senior Accountant

  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The Capital Improvement Fund**  
 Budget Amendment Number 011

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
400-441-45200-972.452	<b>Storm Sewer Construction</b>	Capital Outlay Storm Sewer		
		Outstanding POs:		
		PO #2018-0310 King & MacGregor Project: 2018 CP.Buck Ck Restore	6,663.20	
		PO #2019-0211 Donohue & Assoc Project: 2019 CP.JacksonPark	52,448.33	
		PO #2019-0568 Dykema Excavators Project: 2019 CP.MHV Storm Sewer	30,820.00	89,931.53
400-441-50200-972.502	<b>Major Street Construction</b>	Capital Outlay		
		Outstanding POs:		
		PO #2018-0292 State of Michigan Project: 2016 CP.56thStBctolvan.Expense	191,324.00	
		PO #2019-0288 Progressive AE Project: 2017 CP.54th Meijer	1,775.00	193,099.00
			283,030.53	

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 5, 2019

Budget Amendment Number 012

To the Wyoming City Council:

A budget increase of **25,000.00** for the Library Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>          </u>	<u>          </u>	
			<u>25,000.00</u>	

Recommended:   
Senior Accountant

  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For the Library Maintenance and Capital Fund**  
 Budget Amendment Number 012

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
401-267-26700-975.000	<b>Facilities</b> <b>Maintenance</b>	Capital Outlay HVAC/Compressor replacement	\$ 25,000.00	\$ 25,000.00
				25,000.00



City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The Sewer Fund**  
 Budget Amendment Number 013

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
590-441-54200-801.000	<b>Public Works - Transmission</b>	Professional Services PO #2019-0442 Black & Veatch Ltd - Panhandle sewer capacity evaluation		22,047.00
590-590-54300-775.000	<b>Treatment</b>	Maintenance Supplies PO #2019-0545 Pro-Seal Service Group CWP CC Pump Packing		643.90
590-590-54300-930.000		Repairs and Maintenance PO #2019-0561 J& L Roofing - Roof Repair		8,300.00
		PO #2019-0175 Newkirk Electric - Substation Maintenance		13,300.00
590-590-54800-775.000	<b>GVRBA - Land Application</b>	Maintenance Supplies PO #2019-0575 Kerr Pump & Supply - CWP DD Pump Parts		21,632.00
590-590-54800-775.000	<b>GVRBA - Land Application</b>	Capital Outlay PO #2019-0574 Parkway Electric - Substation Transformer		57,090.00
590-590-54400-986.444	<b>Capital Outlay</b>	Capital Outlay PO #2019-0595 CEM Corp - Sample Digestion Microwave	42,557.50	
		PO #2019-0141 Hach Co - Lab Info Management Software	43,379.14	
		PO #2019-0187 DHE Plumbing & Mechanical - Centrifuge Project	76,661.20	
		PO #2018-0232 Donohue & Assoc - Centrifuge Project	1,049.86	
		PO #2019-0212 FTC&H - Biofilter Admin	19,455.35	
		PO #2019-0273 FTC&H - HVAC Engineering Services	14,680.00	
		PO #2019-0485 Franklin Holwerda - HVAC Upgrade	1,222,935.00	
		PO #2019-0391 MSA Safety Sales - Gas Monitoring Equipment	3,866.74	
		PO #2019-0521 Tetra Tech - CWP Video Security System	22,221.09	
		PO #2019-0190 Triangle Assoc - Biofilter	80,892.32	
			80,892.32	1,527,698.20
				1,650,711.10

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 5, 2019

Budget Amendment Number 014

To the Wyoming City Council:

A budget increase of 4,595,705.92 for the Water Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	<u>4,595,705.92</u>

Recommended: Kate Bayless  
Senior Accountant

C. J. P. B.  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

August 5, 2019

City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The Water Fund**  
 Budget Amendment Number 014

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
591-441-57300-972.573	<b>Capital Outlay</b>	Capital Outlay - Watermains PO #2019-0470 Nagel Construction Project: 2017 CP.Clyde Park WM		2,638,954.90
591-591-55300-801.000		Professional Services PO #2019-0615 Virginia Tech PO #2018-0544 Raffelis Financial	1,238.00 2,989.74	4,227.74
591-591-55300-930.000		Repairs and Maintenance PO #2019-0280 Cummins Inc PO #2019-0506 Underwater Construction	5,714.64 18,042.00	23,756.64
591-591-57300-986.444	<b>Capital Outlay</b>	Capital Outlay PO #2019-0481 Black & Veach - Engineering design and oversight of water quality and corrosion study PO #2019-0141 Hach Co - Lab Info Management Software  PO #2019-0482 Dixon Engineering - Inspection and cleaning of Hook and Gezon tanks PO #2019-0516 Donohue and Assoc. - Dehumidification study at WTP PO #2017-0608 FTC&H - Engineering services for second WTP intake pipeline PO #2019-0311 Prein & Newhof - Engineering services for Burlingame station and tanks PO #2019-0347 Prein & Newhof - Engineering services for 1st phase of third transmission pipeline PO #2019-0515 Tetra Tech - Engineering design services for WTP video security system	87,580.25 43,379.11  9,780.00 19,390.57 378,437.33 148,661.70 1,219,316.60 22,221.08	1,928,766.64
				<b>4,595,705.92</b>

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 5, 2019

Budget Amendment Number 015

To the Wyoming City Council:

A budget increase of 25,000.00 for the Motor Pool Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		_____	_____	25,000.00

Recommended:

*Wade Burford*  
Senior Accountant

*C. Smith*  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

City of Wyoming  
**Schedule of Reappropriations**  
To the 2019 - 2020 Fiscal Year  
**For The Motor Pool Fund**  
Budget Amendment Number 015

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
661-441-58300-967.000	<b>Building</b>	Project Costs Installation of fiber optic line connecting the Public Works Building to City Hall	25,000.00	<u>25,000.00</u>
				<u>25,000.00</u>

**CITY OF WYOMING BUDGET AMENDMENT REQUEST**

Date: August 5, 2019

Budget Amendment Number 016

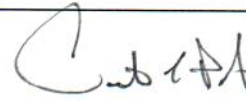
To the Wyoming City Council:

A budget increase of **477,752.00** for the Motor Pool - Depreciation Reserve is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	
			<u>477,752.00</u>	

Recommended:                       
  
 Senior Accountant

                      
  
 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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For The Motor Pool - Depreciation Reserve Fund**  
 Budget Amendment Number 016

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
662-441-58500-985.000	<b>Capital Outlay</b>	Capital Outlay Vehicles		
		PO #2019-0502 Berger Chevrolet 2019 Chevrolet Tahoe	35,261.00	
		PO #2019-0194 AlTec Industries Aerial Bucket & Body	72,231.00	
		PO #2019-0317 Marrel Corp Hook Lift and Hydraulic System Install	42,760.00	150,252.00
662-441-58500-987.000	<b>Capital Outlay</b>	Capital Outlay Equipment		
		PO #2019-0316 Knapheide Truck Equipment Two Salt Spreaders	327,500.00	327,500.00
				477,752.00

CITY OF WYOMING BUDGET AMENDMENT REQUEST

Date: August 5, 2019

Budget Amendment Number 017

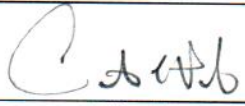
To the Wyoming City Council:

A budget increase of 151,967.20 For the Capital Projects Revolving Fund is requested for the following reason:

To reappropriate monies for open purchase orders, capital outlay, uncompleted projects and other encumbrances from the 2018-2019 fiscal year to the 2019-2020 fiscal year per the attached list.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>See Attached Sheet</u>				
Fund Balance/Working Capital		<u>                    </u>	<u>                    </u>	
			<u>151,967.20</u>	

Recommended:   
Senior Accountant

  
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: \_\_\_\_\_ yeas, \_\_\_\_\_ nays

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

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

City of Wyoming  
**Schedule of Reappropriations**  
 To the 2019 - 2020 Fiscal Year  
**For the Capital Projects Revolving Fund**  
 Budget Amendment Number 017

<u>Account Number</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>	<u>Change in Fund Balance</u>
800-000-57300-975.000	<b>Capital Outlay</b>	Capital Outlay		
		PO #2019-0512 MC Smith Associates	63,421.50	
		PO #2019-0313 Fishbeck Thompson	13,414.75	
		Balance for project	75,130.95	<u>151,967.20</u>
		Jackson Park Improvements		<u>151,967.20</u>

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

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO  
ATTEND THE MICHIGAN MUNICIPAL LEAGUE ANNUAL CONVENTION

WHEREAS:

1. The 2019 Michigan Municipal League's Annual Convention will be held in Detroit, MI, September 25-27, 2019.
2. It is the desire of the City Council that Wyoming be represented at the conference by Mayor Pro-Tem Sam Bolt, who will be the official representative to cast the vote of the municipality.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council hereby authorize Mayor Pro-Tem Sam Bolt to attend the 2019 Michigan Municipal League's Annual Convention on September 25-27, 2019.
2. That expense reports will be submitted at the conclusion of the conference for approval at the next regular City Council meeting.

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 August 5, 2019.

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

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

RESOLUTION TO APPROVE  
TRAFFIC CONTROL ORDER NO. 6.01-19

WHEREAS:

1. Traffic Control Order No. 6.01-19, as set forth in the exhibits attached hereto and made a part of this Resolution, has been proposed in the City of Wyoming.
2. It is recommended by the City Traffic Engineer, as required by the Uniform Traffic Code for Cities, Townships and Villages, Part 2, Section R 28.1153, issued in October 2002 by the Commissioner of the Michigan State Police and adopted by the City of Wyoming, that said Traffic Control Order should be approved by the City Council as permanent.

NOW, THEREFORE, BE IT RESOLVED:

1. That such final approval be and is hereby granted that the aforesaid Traffic Control Order No. 6.01-19 be made a permanent part of the Traffic Control Order files of the City of Wyoming.

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 August 5, 2019.

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

ATTACHMENTS:

Traffic Control Order No. 6.01-19, with map

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

August 5, 2019

PERMANENT  
TRAFFIC CONTROL ORDER NO 6.01-19

Pursuant to provisions of Wyoming City Code, Chapter 78, Article II, adopting Sections R 28.1125 and R 28.1153 of the Michigan Uniform Traffic Code, the following regulatory order has been issued and shall take effect immediately:

1. LOCATION:

44th Street, westbound, at its median opening at Carol Ave

2. REGULATION:

All westbound 44th Street traffic is prohibited from making a U-turn at this median opening

3. SIGNS:

No U-turn symbol

4. EFFECTIVE:

Immediately

Authority,



William D. Dooley, PE  
Traffic Engineer

WDD:nl

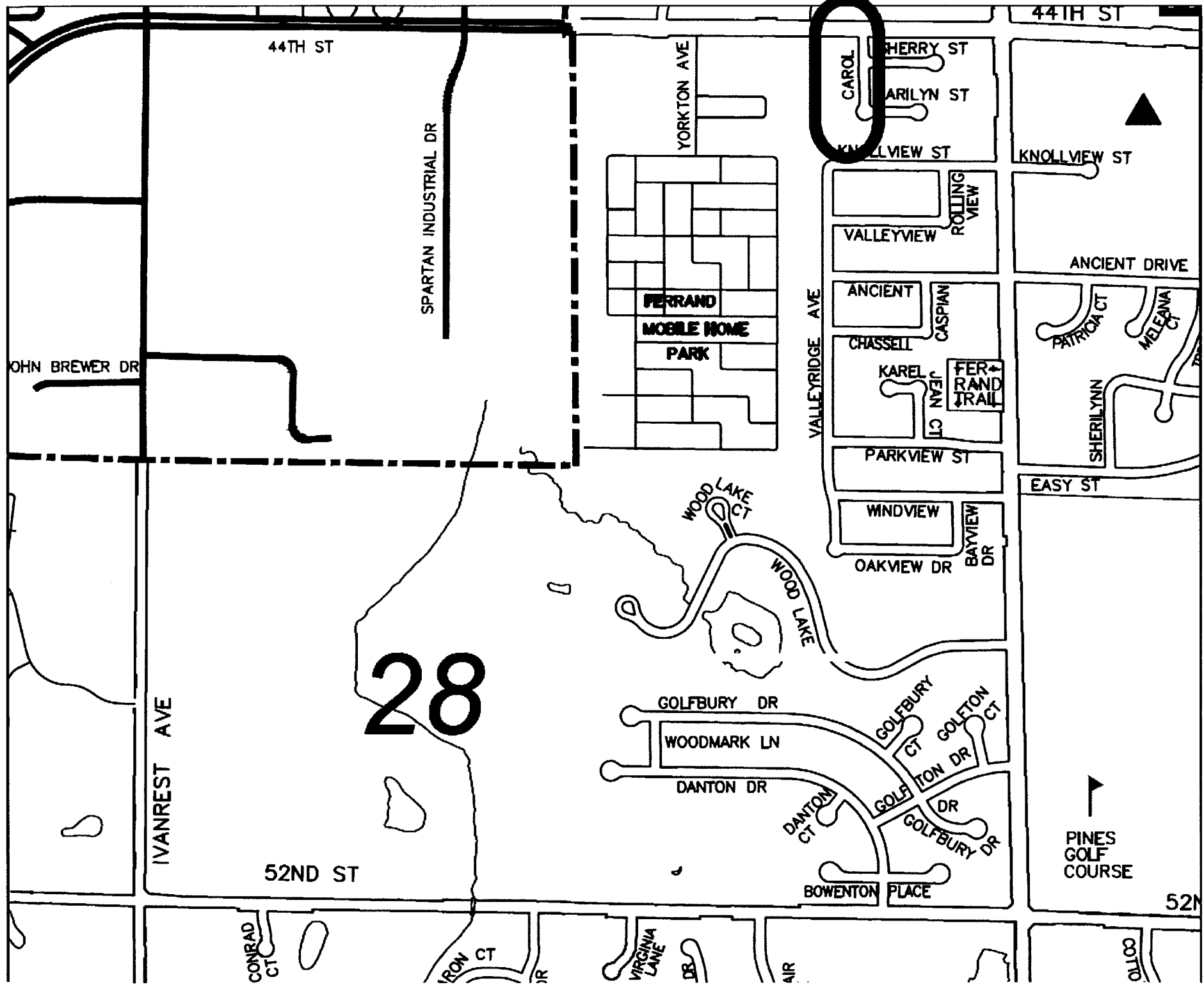
cc: Police Dept



CITY COUNCIL

Bill VerHulst Dan Burrill Kent Vanderwood Marissa Postler Robert Postema Sam Bolt

**Jack A. Poll, Mayor**



44TH ST

44TH ST

SPARTAN INDUSTRIAL DR

JOHN BREWER DR

YORKTON AVE

CAROL

CHERRY ST

MARILYN ST

KNOLLVIEW ST

KNOLLVIEW ST

ANCIENT DRIVE

FERRAND

MOBILE HOME

PARK

VALLEYVIEW

ROLLING VIEW

ANCIENT

CASPIAN

CHASSELL

KAREL

JEAN CT

FERRAND TRAIL

PARKVIEW ST

SHERILYNN

EASY ST

WOOD LAKE CT

WOOD LAKE

WINDVIEW

OAKVIEW DR

BAYVIEW DR

IVANREST AVE

28

GOLFBURY DR

WOODMARK LN

DANTON DR

GOLFBURY CT

GOLF TON DR

DANTON CT

GOLFBURY DR

52ND ST

BOWENTON PLACE

PINES GOLF COURSE

52ND

CONRAD CT

IRON CT

VIRGINIA LANE

AIR

OLLO

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

RESOLUTION TO GRANT PRELIMINARY PLAT FINAL APPROVAL TO THE  
PROPOSED CHAPEL ESTATES SUBDIVISION

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 16 residential lots to complement this endeavor.
2. The proposed Chapel Estates Subdivision will integrate with the adjoining residential subdivisions and provides an appropriate redevelopment of a former elementary school site.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended preliminary final plat approval of the proposed subdivision at their July 16, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat Final Approval for Chapel Estates Subdivision.

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 August 5, 2019.

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

July 23, 2019

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Request to grant Preliminary Plat Final Approval for Chapel Estates. The property is located at 1585 36th Street SW. (Section 14) (Grandview Ventures)

Recommendation: To grant Preliminary Plat Final Approval

Dear Ms. VandenBerg,

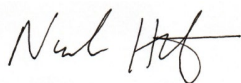
The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 16, 2019. A motion was made by Hegyi, supported by Arnoys, to grant Preliminary Plat Final Approval and recommend the same to City Council. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The petitioner proposes 16 lots on 5.4 acres developed to R-2 Residential standards (8,400 sq. ft. minimum lot size). This development is served by a cul-de-sac extending from Burlingame Avenue. This street will also serve as access to a companion project, New Horizons Townhouses, which has also been approved.

The platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on May 15, 2018 and City Council on June 4, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Respectfully submitted,



Nicole Hofert, City Planner  
Department of Community Services



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

Cc: Curtis Holt, City Manager  
Rebecca Rynbrandt, Director of Community Services

2. Developer shall provide storm water Best Management Practices (BMP's) for storm water quality for review and approval of the Engineering Department.
3. The Engineer shall modify watermain design to avoid 90 degree watermain bends, show restraint length on the plans and note the minimum restrain length.
4. Proposed watermain shall be private and not the responsibility of the City of Wyoming to maintain. Domestic service shall be tapped off a public watermain section. Each proposed unit shall have an individual domestic service and meter. Existing hydrants may be reused if less than two years old.
5. Engineer shall clarify parking requirements for various units and provide pedestrian access routes to-from building and parking areas.
6. Developer shall participate in storm sewer cost sharing.
7. Developer shall provide access rights for existing Burlingame Avenue Storm sewer for review and approval of the Engineering Department.
8. Developer shall show wheel paths for design vehicle and Fire Truck access to fire lanes/hydrants.
9. Developer shall add two landscaped islands to the west parking lot.

Bueche asked staff to confirm that this parcel was located in the City of Wyoming. He stated he believed the legal description may be wrong – it refers to Section 21.

Hofert clarified that this was a portion of land that was formerly part of Byron Center Township and was brought into the City of Wyoming through an Act 425 agreement. Hofert stated she would confirm with the Assessor's Office the section number the property falls in.

Motion by Hegyi to add a condition number 10 that requires the developer to add a trail connecting the industrial spec building to the adjacent existing trail network, and to grant site plan approval for 6147 Valduga Dr. subject to conditions 1-10 provided. This motion was supported by supported by Smart.

A vote on the motion was unanimous.

#### AGENDA ITEM NO. 4

Request for Preliminary Plat – Final Approval for Chapel Estates. The property is located at 1585 36<sup>th</sup> Street SW. (Section14) (Grandview Ventures)

Hofert stated the site is vacant but was previously used as a public elementary school. Land use

surrounding the property is single family residences to the north, east and west, and vacant property and credit union to the south.

The site is zoned R-2 Single family residential. The petitioner proposes 16 lots on 5.4 acres developed to R-2 Residential standards (8400 sq. ft. minimum lot size). This development is served by a cul-de-sac extending from Burlingame Avenue. This street will also serve as access a companion project, New Horizons Townhouses, which has also been approved.

Hofert explained that the platting of property is a three step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering. Preliminary Plat- Tentative Approval was approved by Planning Commission on May 15, 2018 and City Council on June 4, 2018.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

Hofert stated that it is the recommendation of staff that the Planning Commission grant Preliminary Plat - Final Approval for Chapel Estates and recommends the same to the City Council.

Motion by Hegyi, supported by Arnoys, to grant Preliminary Plan – Final approval for 1585 36<sup>th</sup> St and recommend the same the City Council.

Arnoys asked Dan Burrell, the owner, how large the homes will be. Mr. Burrell advised that the R-2 minimums are 1040 square feet depending on whether they are a ranch or bi-level home. Bi-levels homes can be a minimum of 672 square feet on the main level. He stated he feels the homes function and flow best at 1040 to 1100 square feet. Some lots are ideal for natural walk out lots, with a maximum 1200-1300 square feet on the main floor.

A vote on the motion carried unanimously.

### INFORMATIONAL

Hofert provided an update on the Master Plan process and gave the commissioners an overview of the features of the project website, including the upcoming events page, survey page, and where to find materials from past community meetings.

Hofert stated that the next Master Plan event will be on Thursday, 7/18, at the Metro Health Farmers Market. There will also be a community workshop in October.







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

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH CONSUMERS ENERGY

WHEREAS:

1. As detailed in the attached Staff Report, Consumers Energy has provided the Clean Water Plant and Water Treatment Plant with an agreement to participate in the Consumers Energy Demand Response Program through September 30, 2023.
2. It is recommended the City Council accept the agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement with Consumers Energy through September 30, 2023.
2. The City Council does hereby authorize the Mayor and City Clerk to execute an agreement with Consumers Energy.

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 August 5, 2019.

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

ATTACHMENTS:  
Staff Report  
Agreement

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

## STAFF REPORT

Date: July 25, 2019  
Subject: Demand Response Agreement with Consumers Energy  
From: Tom Wilson, Utility Maintenance Manager  
Meeting Date: August 5, 2019

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### **RECOMMENDATION:**

I recommend authorizing the Mayor and City Clerk to sign an agreement necessary to enter into an energy rebate program with Consumers Energy at both utility plants. The estimated rebates over four years are approximately \$180,480 for the Water Treatment Plant and \$202,880 for the Clean Water Plant.

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

It is incumbent upon us as public utility employees to keep our costs as low as possible. This program will realize a savings of \$383,360 across the Water Fund and Sewer Fund, enabling us to keep our rates as low as possible.

### **DISCUSSION:**

This is the third time that Wyoming has had an opportunity to enter into an agreement with Consumers Energy that will reward us for running our plant generators at certain high power demand times of the year. The previous two agreements were one year agreements, however, the agreement we are requesting to enter into this time is a four year agreement. The program gives us a base annual credit of \$28/KW across an agreed upon amount of 1600KW at the Water Treatment Plant and 1800KW at the Clean Water Plant. We will not be asked to run our generators more than five times per year and each run event will last up to four hours. The program period runs from June 1 thru October 1, not including holidays and weekends.

A typical annual scenario would look like this:

For the Water Treatment Plant:

Capacity Rebate -  $\$28/\text{KW} * 1600 = \$44,800.00$

1 Event -  $\$0.05/\text{kwh} * 1600 * 4 \text{ hours} = \$320.00$

Total Annual Credit = \$45,120.00

For the Clean Water Plant:

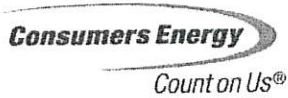
Capacity Rebate -  $\$28/\text{KW} * 1800 = \$50,400.00$

1 Event -  $\$0.05/\text{kwh} * 1600 * 4 \text{ hours} = \$320.00$

Total Annual Credit = \$50,720.00

### **BUDGET IMPACT:**

This agreement would result in significant rebate receipts in both utility plants' energy budget.



## 2020 EMERGENCY WITH GENERATOR COMMERCIAL AND INDUSTRIAL DEMAND RESPONSE CUSTOMER AGREEMENT

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

Effective Date of Agreement: \_\_\_\_\_  
(Month/Day/Year)

Company:  
**CONSUMERS ENERGY COMPANY**  
a Michigan Corporation

Customer:  
The City of Wyoming  
(Legal Name)

ONE ENERGY PLAZA  
JACKSON MI 49201-2357

2350 Ivanrest Avenue SW  
(Street & Number)

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

1. **Initial Term:** Shall commence on June 1, 2020 and shall run through (select one):

- September 30, 2020 (1 year)**
- September 30, 2021 (2 years)**
- September 30, 2022 (3 years)**
- September 30, 2023 (4 years)**

2. This Agreement will become effective on the date identified above and will extend for an Initial Term through the end date identified above. The Customer must notify Consumers Energy Company ("Consumers Energy" or the "Company") by September 1st in the final year of the Initial Term of their desire to renew participation in the Demand Response Program ("Program") through the execution of a new Program Agreement and the amount of reduction/nomination kW for the following Program Period (June 1 through October 1). Customer participation under this Agreement shall be based on the limitations, terms and eligibility as described in the Company's Program and the Company's Electric Rate Book, as approved by the Michigan Public Service Commission. Notice of renewal of participation in the Program by the Customer to the Company shall be made in writing and mailed using the United States Post Office first-class mail. Customer's notice to renew participation in the Program shall be sent to Consumers Energy Company, Attention: Customer Services – DR Program, 165 W Michigan Avenue, Jackson, MI 49201.

3. **Payment Revisions.** The Company will notify each customer enrolled in a multi-year agreement by July 1 of the price for the following Program Period and will submit a contract change order to the customer identifying any necessary changes and requesting signatures of approval. If either the Program's Emergency Capacity Payments or Emergency Event Energy Payments increase by greater than 10% year to year, this Agreement shall automatically terminate and the customer and the Company may reopen negotiations for a new Program Agreement for the following year. If the Parties mutually agree to new annual payment amount(s), the new payment(s) shall become effective June 1 of the following year and continue throughout the Program Period beginning June 1 (i.e. June 1 through September 30). In the event that the Program's Emergency Capacity Payment or Emergency Event Energy Payment increase by less than 10% year over year, the new payment amount(s) shall become effective on June 1 and continue throughout the Program Period beginning June 1 (i.e. June 1 through September 30).

4. **Program Description.** Participants in the Program help reduce peak demand when energy use is the highest and maintain a ready supply of energy for Michigan. Participants will receive an annual Emergency

Capacity Payment for the capacity amount specified in this Agreement within 60 days of the Effective Date of the Agreement.

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

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

7. **Customer Support Requirements.**

a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits pursuant to the Agreement that are required for the proper participation in the Program.

b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity (as defined below) at each Site Address when notified by Consumers Energy Demand Response Events.

c. **Acceptance Testing.** At each Site Address where the site devices are installed, Customer agrees to collaborate with Consumers Energy in a timely manner in testing, enabling and maintaining the System.

d. **Energy Reduction Plan.** Customer must provide to Consumers Energy their Energy Reduction Plan describing the equipment and steps that will be taken to meet their curtailment nomination.

8. **Program Rules.** The terms of this Agreement reflect the current Program terms and conditions, which may be amended from time to time by Consumers Energy. The current terms are summarized below:

<b>Program Availability</b>	During the Program period of June 1 – September 30, emergency events could be called at any time Monday through Friday between 11 am and 7 pm in response to Midcontinent Independent System Operator, Inc. ("MISO") reliability emergencies ("Emergency Event(s)"). Customer is required to participate in any Emergency Event called by MISO.
<b>Event Frequency and Duration</b>	<b>Emergency Events</b> – Up to five (5) events during the Program Period, each up to four hours each.
<b>Advanced Notification</b>	<b>Emergency Events</b> – Customer will receive at least a thirty (30) minute but no more than a twelve (12) hour notice in advance of an Emergency Event. Customers are advised to estimate load reduction capability over a twelve (12) hour timeframe for planning purposes.

<b>Dispatch Readiness Test</b>	After Customer's Energy Reduction Plan has been reviewed by Consumers Energy and Customer's site installation has been completed, Customer will receive an email from Consumers Energy asking Customer to select a date to participate in a thirty (30) minute Dispatch Readiness Test of Customer's Energy Reduction Plan. The Dispatch Readiness Test is optional to the Customer but recommended by Consumers Energy.
<b>Audit</b>	Consumers Energy may call one (1), one-hour audit ("Audit") per Program Period to confirm Contracted Capacity (as defined below). If called, this audit is required as the Customer's program payment will be determined by performance.
<b>Online Portal</b>	Customer will have access to an online portal "Dashboard" where Customer can monitor their performance during both an Emergency and Economic Event. Portal will be activated before the season starts on June 1 and will remain active until the season concludes on September 30.

**9. Customer capacity.**

- a. **Contracted Capacity.** For purposes of this Agreement, "Contracted Capacity" shall represent the Customer's performance obligation (in kilowatts ("kW")). The Contracted Capacity shall be based on an analysis of Customer's prior summer consumption data and pre-enrollment load reduction testing.
- b. **Delivered Capacity.** For purposes of this Agreement, an event's "Delivered Capacity" shall be defined as the amount of load in kW reduced for each hour in a Demand Response Event. Delivered Capacity for each event hour is calculated as the difference between the measured energy demand and the baseline energy demand. Consumers Energy will use a MISO-approved baseline calculation method. MISO's default baseline is the Ten Day Baseline. The Ten Day Baseline is calculated as the average hourly demand from the previous ten (10) non-weekend non-holiday non-event days prior to the event. Customer is required to reduce the full amount specified as Contracted Capacity for the hourly average of an emergency event. An alternative baseline may be used, so long as it is pre-approved by MISO.

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

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

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

- e. The owner or operator (Customer) identifies and records the entity that dispatches the engine and the specific NERC, regional, state, public utility commission or local standards or guidelines that are being followed for dispatching the engine. The local balancing authority or local transmission and distribution system operator may keep these records on behalf of the engine owner or operator.

#### 11. Payments to Customer.

- a. **Emergency Capacity Payments.** Consumers Energy will pay Customer an Emergency Capacity Payment price of \$25/kW ("Capacity Rate") of Contracted Capacity capped at 120% per Program Period as defined in section 9(b) above for a one (1) year contract; \$26/kW for a two (2) year contract, \$27/kW for a three (3) year contract and \$28/kW for a four (4) year contract. Consumers Energy will pay Customer the Capacity Rate multiplied by the Contracted Capacity. The Capacity Payment will be made within sixty (60) days of the Effective Date of the Agreement by both Parties.
- b. **Emergency Event Energy Payments.** In Program Periods when one or more Emergency Events are called, Consumers Energy will pay Customer an energy payment of \$50/MWh multiplied by the event's Delivered Capacity multiplied by the hours for each such event as defined in section 9(b) above.
- c. **Underperformance.** If Customer fails to deliver their total Contracted Capacity for an Emergency Event ordered by Consumers Energy, as provided for in this Agreement, the following shall occur: (i) Customer shall be assessed the real time commodity price (\$/MWh), as determined by the MISO Midwest Energy Market, for the kW curtailment which was underperformed per event; and (ii) Customer's future Contracted Capacity will be reduced to the amount of load reduced during the Emergency Event for the balance of this Agreement.

12. **Payment Timing.** After an Emergency Event and Customer's Delivered Capacity has been verified, Consumers Energy shall make Emergency Event Energy Payments for Customer's participation by the issuance of credits to the Customer's bill.

13. **Cancellation.** Customer may cancel this Agreement any time before December 31, 2019. Cancellation requests must be submitted in writing to: ConsumersEnergy.DemandResponseProgram@cmsenergy.com. If Customer cancels after program equipment has been installed, Customer will incur a cancellation fee of \$300.

#### 14. Confidentiality.

- a. **Nondisclosure to Third Parties.** In performing under the Agreement, each Party to this Agreement will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (w) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; (x) any information concerning the business relationship between the Parties; and (y) Customer Data.
- b. **Exclusions from Confidential Information.** Notwithstanding the obligations in Section 14(a) above, Confidential Information does not include any information that:

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

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

**16. Additional Terms.**

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

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

b. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of Consumers Energy. The Agreement, including all attachments, constitutes the entire agreement between Customer and Consumers Energy and may only be amended in writing signed by each of the Parties. If any of its provisions shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. This Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the

Agreement. Customer shall promptly notify Consumers Energy in writing of any changes occurring during the Term to the Customer address(es) set forth in this Agreement.

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

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

CONSUMERS ENERGY COMPANY

By:   
(Signature)

Kevin A. Ludwig  
(Print or Type Name)


7/26/2019  
(Date)

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Date)

Approved as to form  
  
Scott G. Smith, City Attorney  
Date: 07.30.2019



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

RESOLUTION TO EXTEND THE BID  
FOR CUL-DE-SAC SNOW PLOWING  
TO JACK'S LAWN SERVICE & SNOWPLOWING, INC.  
AND PRO-MOW LAWN CARE LLC.

WHEREAS:

1. On September 19, 2016, the City Council awarded a three year bid for cul-de-sac snow plowing to Jack's Lawn Service & Snowplowing, Inc. for Zones 1 and 3, and to Pro-Mow Lawn Care LLC for Zones 2 and 4, as referenced with Resolution Number 25579.
2. Both Jack's Lawn Service & Snowplowing, Inc. and Pro-Mow Lawncare LLC have agreed to extend their bid pricing for the 2019-2020 winter season. The rates shall remain unchanged from the 2018-2019 bid pricing as shown in the attached bid tabulations.
3. Sufficient funds have been budgeted in the Local Street Winter Maintenance Account: 203-441-47800-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extend the cul-de-sac snow plowing bid for Zones 1 and 3 to Jack's Lawn Service & Snowplowing, Inc., and for Zones 2 and 4 to Pro-Mow Lawn Care LLC for fiscal year 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 August 5, 2019.

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

ATTACHMENTS:  
Staff Report  
Extension Letters  
Bid Tab

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

## STAFF REPORT

Date: July 29, 2019  
Subject: Bid Extension – Cul-De-Sac Snow Plowing  
From: Jodie Theis, Public Services Supervisor  
Meeting Date: August 5, 2019

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### **RECOMMENDATION:**

It is recommended the City Council extend the cul-de-sac snow plowing bid for Zones 1 and 3 to Jack's Lawn Service & Snowplowing, Inc., and for Zones 2 and 4 to Pro-Mow Lawn Care LLC., for fiscal year 2020 per the seasonal rates shown on the attached bid tabulations.

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

The cul-de-sac snowplowing program ensures that cul-de-sacs are open and passable, providing a safe means for commuting in the winter.

### **DISCUSSION:**

On September 19, 2016, the City Council awarded a three year bid for cul-de-sac snow plowing to Jack's Lawn Service & Snowplowing, Inc. for Zones 1 and 3, and to Pro-Mow Lawn Care LLC for Zones 2 and 4, as referenced with Resolution Number 25579. Both Jack's Lawn Service & Snowplowing, Inc. and Pro-Mow Lawncare LLC have agreed to extend their bid pricing for the 2019-2020 winter season. The rates shall remain unchanged from the 2018-2019 bid pricing as shown in the attached bid tabulations.

The seasonal rate for up to nine plowing events is \$117,636 for fiscal year 2020 with a per-event cost if more than nine plowing events were needed.

### **BUDGET IMPACT:**

Sufficient funds have been budgeted in the Local Street Winter Maintenance Account: 203-441-47800-930.000.

### **ATTACHMENTS:**

Contract Extension Letter, Jack's Lawn Service and Snowplowing, July 8, 2019  
Contract Extension Letter, Pro-Mow Lawncare LLC, July 9, 2019  
Bid Tabulations, August 30, 2016



July 8, 2019  
City of Wyoming  
Public Works Department  
Wyoming, MI 49509

Attn: Jodie Theis

Re: Cul-de-sac Plowing Extension

Jack's Lawn Service & Snowplowing is pleased to extend our current contract pricing to the City of Wyoming for plowing the culs-de-sac through April 1<sup>st</sup>, 2020. We appreciate your business and are excited to extend our current pricing to you and the City of Wyoming. We have enjoyed working with you in the past and are looking forward to another successful snow season.

Please see the pricing listed below that will be extended:

Up to nine plowing events:

Zone #1:	\$29,484.00
Zone #2:	\$29,133.00

Cost for each plowing event required after nine plowing events:

Zone #1:	\$3,276.00
Zone #2:	\$3,237.00

Each additional cul-de-sac: \$39.00 per push

Thank you,

Bruce Vander Vennen  
President  
Jack's Lawn Service & Snowplowing  
616-698-8616



July 9, 2019  
City of Wyoming  
Public Works Department  
Wyoming, MI 49509  
Attn: Jodie Theis

Re: 2019-2020 Snow Plow Season

Pro-Mow Lawncare and Landscape is pleased to extend our current contract pricing to the city for the 2019-2020 Snow Plow Season. We appreciate your continued business and the opportunity to extend our current pricing to you and the City of Wyoming. We enjoy working with you and your staff and look forward to another great season.

- Seasonal Rate (up to nine plows) - Zone 2 @ \$23,115; Zone 4 @ \$35,904
- The cost for each plow (after nine plows) - Zone 2 @ \$2570; Zone 4 @ \$4000
- Additional cul-de-sacs - \$45 each push
- Number of zones maintained - Zones 2 & 4

Respectfully,

A handwritten signature in black ink, appearing to read "MB", is written over a horizontal line.

Matthew Baumbach  
Partner

Pro-Mow Lawn Care & Landscape LLC – P.O. Box 309  
2560 100th Street, Byron Center, MI 49315  
Phone: 616.878.9669 Fax: 616.878.3730 [www.promowlandscape.com](http://www.promowlandscape.com)

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS  
 CUL-DE-SAC SNOW PLOWING (2016 - 2019)

Opened By City Clerk On August 30, 2016 At 11:00 a.m. o'clock

	Jack's Lawn Service & Snowplowing, Inc.	Pro-Mow Lawncare LLC
<b>SEASONAL RATE UP TO (9) PLOWING EVENTS</b>		
<b>2016-2017</b>		
ZONE #1	\$29,484.00	\$31,135.00
ZONE #2	\$23,517.00	\$23,115.00
ZONE #3	\$29,133.00	\$31,026.00
ZONE #4	\$36,504.00	\$35,904.00
<b>2017 - 2018</b>		
ZONE #1	\$29,484.00	\$31,135.00
ZONE #2	\$23,517.00	\$23,115.00
ZONE #3	\$29,133.00	\$31,026.00
ZONE #4	\$36,504.00	\$35,904.00
<b>2018 - 2019</b>		
ZONE #1	\$29,484.00	\$31,135.00
ZONE #2	\$23,517.00	\$23,115.00
ZONE #3	\$29,133.00	\$31,026.00
ZONE #4	\$36,504.00	\$35,904.00
<b>COST FOR EACH PLOWING EVENT REQUIRED AFTER (9) PLOWING EVENTS</b>		
<b>2016-2017</b>		
ZONE #1	\$3,276.00	\$3,460.00
ZONE #2	\$2,613.00	\$2,570.00
ZONE #3	\$3,237.00	\$3,450.00
ZONE #4	\$4,056.00	\$4,000.00
<b>2017 - 2018</b>		
ZONE #1	\$3,276.00	\$3,460.00
ZONE #2	\$2,613.00	\$2,570.00
ZONE #3	\$3,237.00	\$3,450.00
ZONE #4	\$4,056.00	\$4,000.00
<b>2018 - 2019</b>		
ZONE #1	\$3,276.00	\$3,460.00
ZONE #2	\$2,613.00	\$2,570.00
ZONE #3	\$3,237.00	\$3,450.00
ZONE #4	\$4,056.00	\$4,000.00
<b>COST FOR EACH ADDITIONAL CUL-DE-SAC</b>	\$39.00	\$45.00
<b>MAXIMUM NUMBER OF ZONES TO MAINTAIN</b>	2	2

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

RESOLUTION TO ACCEPT A PROPOSAL FROM MULTI SERVE  
TO PROVIDE CLEANING AND DISINFECTING SERVICES AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Multi Serve has provided the City with a proposal to extend their current bid pricing for cleaning and disinfecting services through June 30, 2020.
2. It is estimated the City will spend approximately \$150,000 for cleaning and disinfecting services.
3. Funds for cleaning and disinfecting services are available in the sewer and water maintenance account numbers 590-441-54200-930.000 and 591-441-56700-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Multi Serve to provide cleaning and disinfecting services through June 30, 2020.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 5, 2019.

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

ATTACHMENTS:

Staff Report  
Proposal  
Tab Sheet  
City Standard Contract

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

## STAFF REPORT

Date: July 10, 2019  
Subject: Extension of Contract for Cleaning and Disinfecting Services  
From: Jennifer Brunsink, Office Specialist  
Meeting Date: August 5, 2019

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### **RECOMMENDATION:**

It is recommended that the City Council extend the contract for cleaning and disinfecting services with Multi Serve, Inc for one year.

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

The Public Works Department is ardently involved in the protection of Michigan's natural resources and the public's health and welfare. The services contracted with Multi Serve, Inc provide a safe way to resolve potentially hazardous situations involving unclean water. Offering these services immediately to Wyoming residents who experience water or sewer damage may reduce overall property damages and prevent potential litigation.

### **DISCUSSION:**

On June 20, 2016, City Council awarded a three-year contract to Multi Serve, Inc for cleaning and disinfecting services. Multi Serve provides these services to Wyoming residents who have experienced a sewer backup or water break that has caused damage to their home. A crew is sent out immediately to assess the situation and set up equipment to begin the drying process. The contractor works with city staff and the resident to determine the extent of damages, remove water or sewage, dry the area, inventory losses and move through the reimbursement process.

Working with an efficient and knowledgeable company that is available twenty-four hours a day assures that there is a timely response in emergency situations and therefore helps to reduce additional property damage and health risks.

Multi Serve, Inc agrees to extend contract bid prices as stated by Resolution No. 25499.

### **BUDGET IMPACT:**

The annual cost is expected to be approximately \$150,000 and will be paid based on unit prices in the bid tabulation. Funds are available in the sewer and water maintenance accounts 590-441-54200-930.000 and 591-441-56700-930.000.

CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

"Effective Date" means: July 1, 2019.

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

"Proposal" means the Contractor's proposal attached as Exhibit B.

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

"Contractor" means: MULTI SERVE, INC.  
(Name of contracting entity)  
A MICHIGAN S CORP  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
929 ALPINE COMMERCE PARK NW, STE 600  
(Contractor's street address)  
GRAND RAPIDS, MI 49544  
(Contractor's city, state & zip)

TERMS AND CONDITIONS

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

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

None

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

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

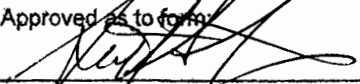
The City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

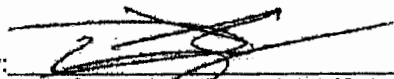
By: \_\_\_\_\_  
Jack A. Poll, Mayor

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

Date signed: \_\_\_\_\_, 20\_\_

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

MULTI SERVE, INC.  
(Contractor's name)

By:   
(Signature of Contractor or principal of Contractor)

DAN COOPER - OWNER  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: \_\_\_\_\_, 20\_\_

## CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions ("Standard Terms") apply to any contracts to which the City of Wyoming (the "City") is a party ("City Contract") unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City ("Contractor") attests it complies with and will comply with these Standard Terms.

2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

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

4. Grant Compliance. If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. Qualifications. Contractor represents and promises that:

A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding the City Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification; or (iv) have within 3-years preceding the City Contract had one or more public transactions (federal, state or local) terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor and all subcontractors are not on and will remain off the Federal Excluded Parties List ("EPLS"). If Contractor or a subcontractor is on the EPLS when signing or during the term of the City Contract, in addition to any other remedies to which it may be entitled the City may recover all moneys paid to Contractor, all consequential damages (including loss of grant funding or required return of grant funding), and reasonable attorney fees (including costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

E. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. Nondiscrimination. Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. "Sex" includes sexual orientation and gender identity or expression. "Gender identity or expression" means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. "Sexual orientation" means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eecc.gov/>).

7. Ethical Standards. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City

Contract or project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will return by e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form).

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

11. Quality. Unless otherwise stated in the Proposal, all materials and items supplied under the City Contract shall be new, the best of their respective kind and free from defects.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during the work and cleanup and remove of all debris resulting from the work. Disposal will comply with applicable law and Contractor shall retain and, upon request, provide the City copies of any required manifest and other disposal documentation.

14. Restoration. Contractor shall restore, without expense to the City, property damaged during or as a result of work under the City Contract to a condition similar and equal to that existing before such damage. If Contractor fails to make such repairs or restoration, the City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide the City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for items provided or installed under the City Contract, and will ensure warranties for such items are held by or assigned to the City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the work provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) injuries or property damage occurring as a result of its work under the City Contract. Contractor will hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's work under the City Contract. Contractor will reimburse the City for or pay in the City's stead costs the City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's work under the City Contract.

17. Insurance.

**COMMERCIAL GENERAL LIABILITY**

Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b> Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b> Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b> Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b> If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess.

If the City requests, Contractor will provide to the City Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 8 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless the City Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Contractor is wholly independent of the City and none of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

**ACKNOWLEDGEMENT**

Contractor acknowledges receiving these Standard Terms and, unless modified by the City Contract, (i) they apply to the City Contract and Contractor's work, (ii) Contractor complies and will comply with them, and (iii) the City is relying on them.

**EXHIBIT B**



**Repair • Service  
Restoration**



July 23, 2019

City of Wyoming  
ATTN: Jennifer Brunsink  
2660 Burlingame Ave SW  
Wyoming, MI 49509

To Whom It May Concern:

This letter is to confirm that Multi Serve, Inc. agrees to use of the pricing as stated in the original contract for the extension for the current/upcoming period ending June 30, 2020.

If you have any questions or if additional information is needed, please feel free to contact me directly.

Thank you,

A handwritten signature in black ink, appearing to read "Dan Cooper".

Dan Cooper  
Multi Serve, Inc.

***Insurance Restoration • Mechanical Services • REO Capital Repair***

***Insurance Restoration***

Phone: 866.219.4500  
Fax: 616.647.1271  
Email: [emergency@multiserve.us](mailto:emergency@multiserve.us)

***[www.multiserve.us](http://www.multiserve.us)***

***REO Capital Repair***

Phone: 877.736.4168  
Fax: 616.647.1271  
Email: [office@multiserve.us](mailto:office@multiserve.us)

**BID TABULATION**  
**Cleaning and Disinfecting Personal Property - 5/24/2016**

WORK ITEM DESCRIPTION	UNIT	EST.	Anderson Brothers Steamatic		Flagship Restoration		Multi-Serve , Inc	
			UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Service Call Business Hours (one per backup)	each	50	\$0.00	\$0.00	\$0.00	\$0.00	\$74.50	\$3,725.00
Service Call After Hours (one per backup)	each	75	\$150.00	\$11,250.00	\$145.00	\$10,875.00	\$111.50	\$8,362.50
Extract Water	SF	30,000	\$0.24	\$7,200.00	\$0.85	\$25,500.00	\$0.28	\$8,400.00
Clean & Disinfect Floors & Walls	SF	50,000	\$0.24	\$12,000.00	\$0.30	\$15,000.00	\$0.28	\$14,000.00
Mold & Mildew Treatment	SF	50,000	\$0.18	\$9,000.00	\$0.16	\$8,000.00	\$0.11	\$5,500.00
Removal of Carpet & Pad	SF	10,000	\$0.35	\$3,500.00	\$0.55	\$5,500.00	\$0.28	\$2,800.00
Removal of Furniture & Personal Items	hours	500	\$37.50	\$18,750.00	\$33.50	\$16,750.00	\$35.20	\$17,600.00
Disposal of Items	tons	20	\$106.00	\$2,120.00	\$95.00	\$1,900.00	\$95.00	\$1,900.00
Furnish & Place Air Movers	ea/day	300	\$22.00	\$6,600.00	\$21.73	\$6,519.00	\$20.58	\$6,174.00
Furnish & Place Dehumidifiers	large	ea/day	\$95.00	\$28,500.00	\$97.51	\$29,253.00	\$105.20	\$31,560.00
	small	ea/day	\$70.00	\$21,000.00	\$62.16	\$18,648.00	\$52.10	\$15,630.00
Clean & Disinfect Furniture & Misc. Personal Items	hours	200	\$37.50	\$7,500.00	\$33.50	\$6,700.00	\$35.20	\$7,040.00
Content Manipulation	hours	200	\$37.50	\$7,500.00	\$33.50	\$6,700.00	\$35.20	\$7,040.00
Monitoring Equipment	hours	250	\$37.50	\$9,375.00	\$33.50	\$8,375.00	\$35.20	\$8,800.00
Inventory & Photos	hours	250	\$37.50	\$9,375.00	\$33.50	\$8,375.00	\$35.20	\$8,800.00
Miscellaneous	hours	100	\$37.50	\$3,750.00	\$33.50	\$3,350.00	\$35.20	\$3,520.00
Average Response Time			Hours/Minutes:	1-2 hours	Hours/Minutes:	1 hour	Hours/Minutes:	1 hour
Business Hours			From: 8 a.m. To: 5 p.m.		From: 8 a.m. To: 5 p.m.		From: 8 a.m. To: 5 p.m.	
Days			Monday through Friday		Monday through Friday		Monday through Friday	
Average Response Time (After Hours-including weekends & holidays)			Hours/Minutes:	1-2 hours	Hours/Minutes:	1-2 hours	Hours/Minutes:	2 hours
How will service calls be charged: (per address, per call-several homes affected by a main line backup, etc.)			1 service call per crew dispatched		per address / per crew of 2 on large jobs		per address	
Experience in flood or disaster restoration			Forty Seven yrs. experience. Six Techs certified in water damage		Eight yrs experience.		Five yrs experience.	
Experience with large sewer backup situations (Multiple Locations)			Experience with several multi location backups (Calvin College 2 dorm bldgs 10-15" sewage)		Has experience with large, multi location sewer backups for municipalities.		City's current contractor. Has sewer and water experience. Familiar with City's damage policy.	
			<b>\$157,420.00</b>		<b>\$171,445.00</b>		<b>\$150,851.50</b>	

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
LABORATORY SUPPLIES FROM HACH

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of laboratory supplies from Hach on an as needed basis in the total estimated annual amount of \$40,000.
2. Funds for the purchase are budgeted in account number 590-590-54310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the laboratory supplies from Hach.
2. The Wyoming 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 August 5, 2019.

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

ATTACHMENTS:

Staff Report  
Quote

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

## STAFF REPORT

Date: July 22, 2019  
Subject: Hach Purchases  
From: Jaime Fleming, Lab Manager  
Meeting Date: August 5, 2019

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### **RECOMMENDATION:**

It is recommended that purchases from Hach continue to be allowed, on an as-needed basis, for an estimated amount of \$40,000 annually.

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

The Clean Water Plant is actively engaged in the protection of the natural environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

### **DISCUSSION:**

The Clean Water Plant laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance, process control testing, industrial monitoring, and biosolids characterization. We currently use methods (TNT Plus) for phosphorus and ammonia testing which are proprietary technologies. Therefore, their manufacturer (Hach Company) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable data, and give us greater accuracy with less labor, variability, and turnaround time. The cost of the supplies for these tests, in addition to other products typically purchased from Hach, will exceed \$7500 annually.

### **BUDGET IMPACT:**

We have a monthly standing order for testing vials for and phosphorus. We may periodically order additional boxes of something to cover emergency samples or an increase in sample load, but the standing order pretty much covers our needs. These testing supplies comprise the largest portion of our purchases, and are in addition to other consumables and products typically purchased from Hach.

I recommend approval to continue to make purchases from Hach Company, on an as-needed basis, for an estimated amount of \$40,000 annually. The Sewer Fund – Treatment - Lab Services Account 590-590-54310-740000 is used for these purchases.



# Pick & Ship Quotation

**Quote Number: 100471441v2**  
 Use quote number at time of order to ensure  
 that you receive prices quoted

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

Quote Date: 19-Jul-2019

Quote Expiration: 17-Sep-2019

CITY OF WYOMING  
 ACCTS PAYABLE  
 PO BOX 905  
 WYOMING, MI 49509-0905

Name: Jaime Fleming  
 Phone: 616-261-3572  
 Email: flemingj@wyomingmi.gov

Customer Account Number : 058320  
 Customer Quote Reference: Pick & Ship

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

## PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
<b>Shipment 1</b>					
1	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
2	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
3	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
4	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
5	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 2</b>					
6	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
7	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
8	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
9	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
10	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 3</b>					
11	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
12	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
13	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
14	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
15	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
Subtotal					\$ 2,114.24
<b>Shipment 4</b>					
16	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
17	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
18	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
19	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
20	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 5</b>					
21	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
22	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
23	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
24	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
25	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 6</b>					
26	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
27	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
28	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
29	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
30	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 7</b>					
31	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
32	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
33	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
34	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
35	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 8</b>					
36	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
37	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
38	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
39	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
40	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
41	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
42	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
43	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
44	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
45	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 10</b>					

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
46	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
47	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
48	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
49	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
50	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 11</b>					
51	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
52	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
53	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
54	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
55	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
Subtotal					\$ 2,114.24
<b>Shipment 12</b>					
56	TNT845	aa PHOSPHORUS TNT+ UHR PK/25 (2-20MG/L PO4-P). Standard lead time 10 days.	15	53.00	795.00
57	TNT844	aa PHOSPHORUS TNT+ HR PK/25 (0.5-5 MG/L PO4-P). Standard lead time 10 days.	1	53.00	53.00
58	TNT843	aa PHOSPHORUS TNT+ LR PK/25 (0.05-1.5MG/L PO4-P). Standard lead time 10 days.	9	52.96	476.64
59	TNT832	AMMONIA, TNT+, HR (2-47 MG/L) PK/25. Standard lead time 10 days.	11	52.64	579.04
60	TNT830	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/25. Standard lead time 10 days.	4	52.64	210.56
61	RNWSIRR	PICK & SHIP RENEWAL LETTER. Standard lead time 3 days.	1	0.00	0.00
		Shipping and handling is charged on a per shipment basis. Please reference the freight table.			
Subtotal					\$ 2,114.24
<b>Grand Total</b>					<b>\$ 25,370.88</b>

## TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

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 contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not 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. and/or applicable laws in force in Buyer's jurisdiction.

**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.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Tim LeTourneau

Title: Regional Sales Manager  
Phone: 248-296-4158  
Email: tletourn@hach.com

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

RESOLUTION TO AUTHORIZE THE PURCHASE  
OF LABORATORY SUPPLIES FROM IDEXX LABORATORIES

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of laboratory supplies from IDEXX Laboratories on an as needed basis in the total estimated annual amount of \$95,000.
2. Funds for the purchase are budgeted in account number 591-591-55310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of laboratory supplies from IDEXX Laboratories.
2. 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 August 5, 2019.

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

ATTACHMENTS:

Staff Report

Quote

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

## STAFF REPORT

Date: July 22, 2019  
Subject: IDEXX Purchases  
From: Jaime Fleming, Lab Manager  
Meeting Date: August 5, 2019

---

### **RECOMMENDATION:**

It is recommended that purchases from IDEXX continue to be allowed, on an as-needed basis, up to an estimated amount of \$95,000.

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

The Water Treatment Plant is actively engaged in the protection of the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

### **DISCUSSION:**

The WTP laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance and process control testing and monitoring. The one type of supply that is likely to be used at a rate that would exceed \$8500 on an annual basis is related to microbiological analysis. We currently use methods known as QuantiTray and SimPlate, which are proprietary technologies and do not have other alternatives available in the market. Therefore, their manufacturer (IDEXX) is our sole source for these supplies. These techniques are approved by the USEPA for use in generating reportable drinking water data, and give us greater accuracy with less labor and turnaround time. For the purpose of standardization, we also purchase sample bottles, Coliform testing media, and sterile dilution water from IDEXX.

### **BUDGET IMPACT:**

We have a standing order for supplies that covers much of our needs for routine, predicted samples. Additional product is ordered on a periodic basis to be used for emergency situations, construction samples, other non-routine sampling events, or to cover an increase in routine sample load. The amount needed for these is estimated based upon the previous year's orders for these types of samples, but can vary from year to year.

I recommend approval to continue to make this purchase on an as-needed basis, up to an estimated amount of \$95,000. The ledger account 591-591-55310-740.000 is the account we use for these purchases.



**Quote Number**

00099474

Date of Offer 9/9/2019  
Expiration

Created Date 7/11/2019

Ship To Account 0000040703  
Ship To Name CITY OF WYOMING WATER TREATMENT PLANT

Bill To Account 0000012266  
Bill To Name CITY OF WYOMING  
Bill To P.O. BOX 905  
WYOMING, Michigan 49509-0905  
United States

Ship To 16700 NEW HOLLAND STREET  
HOLLAND, Michigan 49424  
United States

Material Number	Line Description	Quantity	Customer Price	Total Price
98-12973-00	WP200I GAMMA IRRAD COLILERT 100ML 200PK	4.00	815.64	USD 3,262.57
98-09221-00	WV120SBST-200, VESSELS W/ST AND SB, 200PK	4.00	116.65	USD 466.60
98-21378-00	WQT100 QUANTI-TRAY DISPOSABLE 100/BX	1.00	167.36	USD 167.36
98-09444-01	WSW-10 STERILE WATER (10 PK)	6.00	33.44	USD 200.62
98-05761-01	WHPC-100 HPC, SIMPLATE MULTI DOSE 1.5	5.00	293.50	USD 1,467.50

Subtotal USD 5,564.65  
Freight Charges USD 165.15  
Tax USD 0.00  
Grand Total USD 5,729.80

To place an order, please contact Customer Service at 1-800-321-0207 or email [water@idexx.com](mailto:water@idexx.com). Online ordering is also available at [order.idexx.com](http://order.idexx.com).

**All local taxes at customer charge**

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
FIRE GEAR LOCKERS AND A UTILITY RACK SYSTEM

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize the purchase of 22 fire gear lockers and a utility rack system for fire department turnout gear.
2. It is recommended City Council accept a quotation from Geargrid Corporation, using the NPPGov cooperative purchasing contract in the total estimated amount of \$9,004.56.
3. Funds for the purchase are available in the General Fund Fire Buildings Capital Outlay account number 101-337-33800-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of fire gear lockers and a utility rack system from Geargrid Corporation.
2. 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 August 5, 2019.

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

ATTACHMENTS:

Staff Report  
Quotation

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

## STAFF REPORT

Date: June 26, 2019  
Subject: Gear Grid Equipment Lockers  
From: Dennis Van Tassell, Deputy Fire Chief  
Meeting Date: August 5, 2019

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### **RECOMMENDATION:**

It is recommended that the Wyoming City Council approve the purchase of 22 Fire Gear Lockers, and utility rack system for Fire Department Turnout Gear and equipment located at Fire Station #3. The total cost of this project will be \$9,004.56. A savings is recognized by the staff assembling and installing the lockers.

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

Community:

Safety: Gear lockers keep essential rescue equipment ready to be utilized during emergency operations throughout the City of Wyoming.

Stewardship: The department will utilize GearGrid locker systems. GearGrid is part of the NPPGov bid process and will ensure the lowest pricing for this high quality locker equipment.

### **DISCUSSION:**

The current gear lockers being utilized are beyond their service life. Staff has continued to make repairs on the lockers to keep them operational. Re-anchoring is necessary along with homemade support devices that are currently being used to keep them functional.

The current lockers were installed during the construction of the station in 1997 and are no longer adequate to store the amount of equipment necessary to ensure NFPA standards and MIOSHA compliance.

The City of Wyoming previously utilized GearGrid for the equipment lockers for fire station #4. GearGrid's current bid is through NPPGov, which is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. Contracts are created through a public solicitation and award process by a Lead Public Agency

### **BUDGET IMPACT:**

The total cost of the fire gear lockers is \$9,004.56. This will utilize Capital Outlay Account 101-337-33800-975.000.

# Quotation



GearGrid Corporation  
670 15th St SW  
Forest Lake, MN 55025  
Phone: (651) 464-4468 Fax: (651) 464-4780  
www.geargridcorp.com

Quote Number: 00002532  
Quote Date: 7/10/2019  
Customer Number:

Project Name: Wyoming Fire Department Additional Lockers  
Specification Section:  
Addenda Acknowledged:

**Sold To:**

Wyoming Dept of Public Sfty  
Safety - Fire 2300 Dehoop Ave SW  
Wyoming, MI 49509

**Ship To:**

Wyoming Dept of Public Sfty  
TBD  
Wyoming, MI 49509

**Phone:** (616) 530-7250

**Fax:**

**E-mail:** vantasselld@wyomingmi.gov

<b>Confirm To:</b> Dennis Van Tassell	<b>Carrier:</b> Old Dominion	<b>F.O.B.:</b> Origin	<b>Terms:</b> Net 30	<b>Quote Provided By:</b> Jason Rhoades
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Part Number	Description	UOM	Quantity Ordered	Price	Extended Amount
434120-SS	6' Slinger Unit - 75"W x 30"D x 41"H - Stainless Top - Base Unit (no doors, shelves or accessories)		1	\$1,499.85	\$1,499.85
401809	18"W x 20"D x 72"H Wall Mount - No Doors - Bank of 9 Lockers	LOT	1	\$2,103.75	\$2,103.75
401813	18"W x 20"D x 72"H Wall Mount - No Doors - Bank of 13 Lockers	LOT	1	\$2,991.78	\$2,991.78
401021	HeavyHanger	EA	44	\$11.88	\$522.72
492031	GearHanger Secure Bracket (Kit)	EA	2	\$4.95	\$9.90
401037	GearHanger Hanging Rod 18"	EA	22	\$19.80	\$435.60
412200	24"W x 26"D Slinger Adjustable Wire O2 Cylinder Shelf (4 cylinder capacity)	EA	2	\$49.50	\$99.00
412491	24"W x 26"D Slinger Adjustable Wire SCBA Cylinder Shelf (3 cylinder capacity)	EA	2	\$40.59	\$81.18
403299	24"W x 26"D Slinger Adjustable Flat Wire Shelf	EA	2	\$32.67	\$65.34
504279	6' - Stainless Steel Slinger Top		1	\$0.00	\$0.00
434016	6 Place SCBA Cylinder Carrier(7" x 7" square openings) 15-1/8"W x 22"L x 12"H	EA	4	\$61.38	\$245.52
430042	8 Place - O2 Cylinder Carrier	EA	4	\$76.23	\$304.92

Quote Notes:

- (22) total Wall Mount Lockers 18"W x 20"D x 74 1/2"H no doors
- Each locker to include 3 apparel hooks, bottom shelf, top shelf with nameplate holder
- Added accessories Hang Bar, 2 Heavy Hangers per locker
- Top Side Storage
- Red Color
- GearGrid lockers ship in a knocked-down state and will require assembly onsite
- NPPV GOV discount included provided we receive Member ID
- No Tax included

1. Assembly/Installation provided by: Wyoming Department of Public Safety Fire
2. GearGrid can provide Assembly and Installation for an ADDED price of: N/A  
Estimated Ship Date: Approximately Please check at time of order weeks after receipt of order.
3. This quote does not include nameplates, please source at [www.firehouseid.com](http://www.firehouseid.com) or locally

- 4. If Doors are ordered GearGrid does not provide padlocks or other locking devices unless otherwise indicated.
- 5. When Powerbars are ordered, electrical wiring, receptacles and installation of electrical are not included. Please consult local certified electrician.
- 6. GearGrid products are packaged on 74" long x 44" wide skids, standard trailer delivery. Off-loading by others. If lift gate or other special services are desired, this must be requested at the time of initial quote request.

Net Order: \$8,444.00

Less Discount	\$84.44
Freight:	\$645.00
Sales Tax:	
<b>Order Total US \$:</b>	<hr/> <b>\$9,004.56</b>

Quotation is valid for 90 days for product costs; freight charges are valid for 30 days.

## TERMS AND CONDITIONS OF SALE

1. **GENERAL.** These Terms and Conditions apply to all sales of goods ("Goods") by GearGrid, LLC ("GearGrid") to any proposed Buyer ("Buyer"). Any additional or different terms and conditions proposed by the Buyer are objected to and hereby rejected, notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgment, notice, communication or other Buyer form, unless such additional or different terms are expressly accepted by Seller in writing, signed by an authorized officer of Seller. Acceptance by Buyer of any goods from Seller shall be considered acceptance of these Terms and Conditions. If these Terms and Conditions, or any related documents from Seller, are deemed to be a response to a Buyer document, then notwithstanding any additional or different terms that may be embodied in Buyer's document, Seller's response is expressly conditional on Buyer's consent to the additional and/or different terms and conditions set forth in these Terms and Conditions. If these Terms and Conditions are not acceptable to Buyer, Buyer must notify Seller in writing at once.
2. **VERBAL ORDERS.** Verbal orders are accepted only on the terms herein and in Seller's order acknowledgment. Any discrepancies between Seller's order acknowledgment and the Buyer's verbal order are not binding on Seller. PLEASE REVIEW GEARGRID'S ORDER ACKNOWLEDGMENT CAREFULLY.
3. **PAYMENT.** Unless otherwise stated in GearGrid's order acknowledgment or quotation, all invoices are due 30 days after the invoice date. Past due accounts will be charged interest at 1.5% per month, but not more the maximum interest rate allowed by law. Any wire transfer or related fees associated with payment of individual invoices will be the responsibility of the Buyer.
4. **SHIPPING DATES.** All shipping dates represent only a reasonable estimate of the time required for manufacturing at the time of order acceptance or quotation. These dates shall not be construed as promises or agreements to ship or deliver goods on specific dates.
5. **SHIPMENT - RISK OF LOSS.** Except as otherwise provided in Seller's invoice, all shipments will be made by F.O.B. Seller's manufacturing facility in Forest Lake, Minnesota. Shipping and insurance costs are not included in the individual product prices and shall be paid by Buyer. All goods are shipped at Buyer's risk. Title to the goods and risk of loss or damage shall pass to Buyer upon tender of delivery to the carrier in Forest Lake, Minnesota. All claims for shortage or for damage in transit must be reported to Seller within 10 days of delivery.
6. **DELAYS.** Delivery shall be subject to, and contingent upon, strikes, labor difficulties, riot, war, fire, delay or defaults of common carriers, governmental decrees or orders, inability to obtain necessary material or facilities or any other delays beyond Seller's reasonable control. Seller shall not be liable for any losses caused by such delays.
7. **CANCELLATION.** A cancellation fee will be applied to all cancelled orders. The amount of the cancellation fee will be based on the percent completion of the customer order.
8. **TAXES** - Seller's prices do not include taxes or other governmental charges with respect to the sale, purchase, delivery, use or transportation of Goods. Any such taxes which Seller may be required to pay or collect under any existing or future law shall be promptly paid to Seller by Buyer upon demand.
9. **WARRANTIES AND DISCLAIMERS.** Seller warrants to the Buyer that the Goods shall be free from defects in materials and workmanship for a period of one year from time of shipment. If Buyer notifies Seller in writing within the applicable period from the date of shipment by Seller ("Warranty Period") of such a defect in any Goods, and if Seller determines that such Goods are not in conformity with this warranty, Seller will repair or replace such Goods or refund to Buyer the purchase price of such Goods. Any claims not made within the Warranty Period are deemed waived by Buyer. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR AGAINST INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED BY SELLER.**
10. **PRODUCT WARRANTY PERIOD.** Unless otherwise stated, all GearGrid products are warranted as described in Warranties and Disclaimers, for a period of 2 years, except for the GridIron locker line which carries a 10 year standard warranty.
11. **RETURN & RESTOCKING POLICY.** Goods may not be returned without the Seller's consent, at its discretion and will be subject to a restocking fee. A minimum 25% restocking fee will apply to all returned products. No product may be returned without a Return Authorization and agreement provided by GearGrid. Any returned product received in damaged condition, will be subject to credit adjustment.
12. **LIMITATION OF REMEDIES. IN NO EVENT SHALL SELLER'S OBLIGATIONS WITH RESPECT TO ANY GOODS EXCEED THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THOSE GOODS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGE, LOSS OR EXPENSE (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL), WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, STRICT TORT OR WARRANTY.**
13. **INTERNATIONAL TRANSACTIONS.** If the Goods are to be shipped outside of the United States, no shipment will be authorized until Seller has received an irrevocable letter of credit issued to Seller for the entire purchase price of the Goods and issued or confirmed by a bank located in the United States that is acceptable to Seller in its sole discretion. The Convention on Contracts for the International Sale of Goods shall not apply to any transaction subject to these Terms and Conditions.
14. **GOVERNING LAW/DISPUTES** - These Terms and Conditions shall be governed by and interpreted in accordance with the internal laws of Minnesota. No action with respect to the Goods or arising out of these Terms and Conditions may be brought by Buyer more than one year after the cause of action has accrued. All disputes shall be resolved in state or Federal courts located in Hennepin County, Minnesota.
15. **EXCLUSIVE AGREEMENT** - No agreement varying these Terms and Conditions will be binding upon Seller unless in writing and signed by an officer of Seller.
16. **ASSEMBLY AND INSTALLATION (WHEN APPLICABLE)** GearGrid will be responsible for assembly/installation for the items quoted when the price is indicated on quote and accepted by customer. Customer will be responsible for off-loading material from carrier and storing in a safe, secure environment until scheduled installation. Customer is responsible for noting any damage to shipment with carrier at the time of delivery. The damage to be noted on Bill of Lading prior to signing and accepting shipment. Customer will also immediately notify GearGrid of shipment damage via email to [sales@geargrid.com](mailto:sales@geargrid.com). Evidence of damage including description and pictures will be necessary. Customer will be responsible for providing a trash receptacle for packing materials and skid disposal. Customer will be responsible for accurate field measurements prior to GearGrid releasing order for production. Field dimensions should also note the material make-up of walls or floors that lockers will be anchored into and any impediments that will require special installation circumstances. Inaccurate field dimensions or omission of special installation circumstances that require additional costs in terms of materials or labor will be the sole responsibility of Customer. Customer will coordinate a firm installation date no later than 30 days prior to the required install date to allow for installer to coordinate travel logistics. If jobsite is not ready for installation as of previously agreed upon date,

Customer will be responsible for additional travel, lodging and other costs associated with delay. Customer will make sure area is free and clear of any obstructions/clutter to allow for adequate space to work freely. Customer will advise of open days/hours work can be performed on site. GearGrid is not able to provide Certified Payroll or Union Wages.

17.

**APPROXIMATE LABOR REQUIRED FOR ASSEMBLY AND INSTALLATION.** Using the information below will allow you to approximate the Man Hours required to assemble and install GearGrid products. These figures are provided as a courtesy and are dependent on a variety of factors including: labor experience and skill, jobsite conditions, accessories included, layout, etc. Please feel free to use these calculations, however GearGrid is not responsible for actual assembly and installation times.

First 6 Lockers: 1 hour per locker  
Each locker after the first 6: .75 hours per locker  
Locker Doors: Add .25 hours per door  
Hose Racks, Slings, Miami, Suffolk, etc: 2 hours each

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.

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Electrical Supplies	Kendall Electric	Bid prices as shown on the attached bid.

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 August 5, 2019.

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

ATTACHMENTS:

Staff Report

Kendall Electric Bid

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

## STAFF REPORT

Date: July 30, 2019  
Subject: Electrical Supplies  
From: Tom Wilson, Utility Maintenance Manager  
Meeting Date: August 5, 2019

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### **RECOMMENDATION:**

It is recommended that the City accept the bid for electrical parts and supplies from Kendall Electric for Fiscal Year 2019-2020. Kendall Electric is a local supplier that has reliably supplied electrical parts to the City at a competitive price.

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

Kendall Electric has proven to be an excellent supplier that provides quality products at a competitive price. Kendall has also been very responsive in the areas of repair and in assistance in searching out new products.

### **DISCUSSION:**

On July 30, 2019, one response was received in answer to our invitation to bid on electrical supplies. Twenty-nine invitations to bid were sent to prospective bidders. As seen on the attached bid sheets, Kendall Electric provided pricing based on a list of selected items that are commonly used not only at the Clean Water Plant and Drinking Water Plant, but also throughout the City.

### **BUDGET IMPACT:**

On average, the two utility plants will each spend approximately \$2,000 per month on the purchase of electrical supplies. It is our expectation that this average will continue to be the same during Fiscal Year 2019-2020. Purchases of the electrical supplies will be charged to the appropriate account at the time of purchase.

**PRICING SHEETS**

**ELECTRICAL SUPPLIES**

State bid price as per the specifications included herein. Bid price shall include all delivery charges.

**GROUP I - CONDUIT NIPPLES (inches)**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT	
1/2" x 2"	1/2" x 2" GALV NIPPLE	SUBJECT TO CHANGE	100	53.684/c	
1/2" x 3"	1/2" x 3" GALV NIPPLE		100	62.632/c	
1/2" x 4"	1/2" x 4" GALV NIPPLE		100	71.316/c	
1/2" x 5"	1/2" x 5" GALV NIPPLE		100	83.158/c	
3/4" x 2"	3/4" x 2" GALV NIPPLE		100	60.316/c	
3/4" x 3"	3/4" x 3" GALV NIPPLE		100	73.158/c	
3/4" x 4"	3/4" x 4" GALV NIPPLE		100	86.632/c	
3/4" x 5"	3/4" x 5" GALV NIPPLE		100	99.579/c	
1" x 2"	1" x 2" GALV NIPPLE		50	84.316/c	
1" x 3"	1" x 3" GALV NIPPLE		50	102.105/c	
1" x 4"	1" x 4" GALV NIPPLE		50	124.105/c	
1" x 5"	1" x 5" GALV NIPPLE		50	140.737/c	
<b>TOTAL OF</b>					

Brand name: VARIOUS Material: GALVANIZED STEEL Catalog name:



GROUP II - LOCKNUTS (APPLETON ONLY)

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
1/2"	L-100	SUBJECT TO CHANGE	100	4.673/c
3/4"	L-200		100	5.798/c
1"	L-300		100	10.213/e
				TOTAL OF

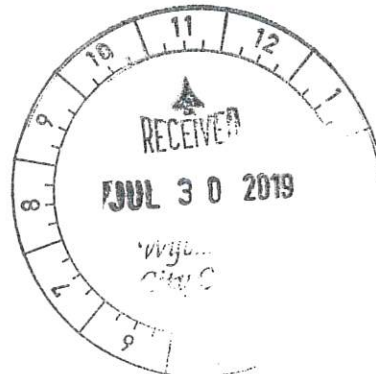
Brand name: APPLETON Material: STEEL Catalog name: \_\_\_\_\_



**GROUP III - INSULATING BUSHINGS (APPLETON ONLY)**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
1/2"	PB-100-D	SUBJECT TO CHANGE	100	2.444/c
3/4"	PB-200-D		100	3.284/c
1"	PB-300-D		100	5.995/c
				TOTAL OF

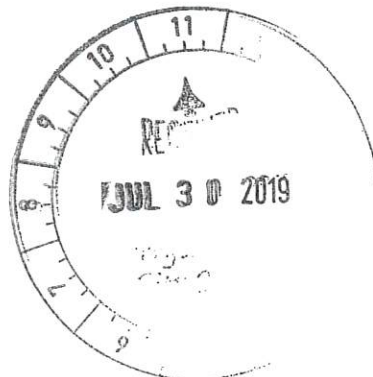
Brand name: APPLETON Material: GRAY POLYPROPYLENE Catalog name: \_\_\_\_\_



**GROUP IV - REDUCING BUSHINGS (APPLETON ONLY) - RATED CLASS 1, DIVISION 1A, B.**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
3/4" to 1/2"	RB75-50	SUBJECT TO CHANGE	100	94.061/c
1" to 3/4"	RB100-75	/	100	146.053/c
1-1/4" to 1"	RB125-100		100	310.592/c
1-1/2" to 1-1/4"	RB150-125		100	388.743/c
				TOTAL OF (

Brand name: APPLETON Material: STEEL Catalog name: \_\_\_\_\_



**GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES) (APPLETON ONLY)**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
1/2" Knock Out	455L1/2 DR	SUBJECT TO CHANGE	50	101.834/c
3/4" Knock Out	455L3/4 DR		50	394.956/c
Cover Blank	2540		50	22.188/c
Covers Duplex	2510		50	21.389/c
Cover Switch	2594		50	19.600/c
TOTAL OF				

Brand name: APPLETON Material: PRE-GALV STEEL Catalog name: \_\_\_\_\_



GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
1/2"	1/2" EF-11 100' BOX	SUBJECT TO CHANGE	100 Ft.	53.632/c
3/4"	3/4" EF-12 100' BOX	1	100 Ft.	69.947/c
				TOTAL OF (

Brand name: LIQUATITE Material: PVC/STEEL Catalog name: \_\_\_\_\_



**GROUP VII - LIQUID TITE FITTINGS (APPLETON ONLY)**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
1/2" Straight	ST50	SUBJECT TO CHANGE	100	174.783/c
3/4" Straight	ST75	1	100	248.739/c
				TOTAL OF 6

Brand name: APPLETON Material: STEEL Catalog name: \_\_\_\_\_



**GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS –  
(LEVITON, PASS OR SEYMORE)**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
Single Pole 1121-2I	1221-2I LEV	SUBJECT TO CHANGE	25	2.305/E
3-Way 1123-2	1223-2I LEV	/	25	2.758/E
Duplex Recep. R15-	CR15-I LEV		50	0.905/E
Duplex Receptacle 5362I	5362-I LEV		50	3.042/E
1447 Woodhead Male Cord End	1447 LEV		20	6.905/E
1547 Woodhead Female Cord End	1547 LEV		20	12.084/E
<b>TOTAL OF G</b>				

Brand name: LEVITON Material: THERMOPLASTIC Catalog name: \_\_\_\_\_



**NOTE: GROUPS IX, X, XI, XII, and XIII shall be Appleton, no substitutions.**

**GROUP IX - J BOXES**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
<b>1/2" KNOCK OUT SIZE</b>				
4" square	4SEK	SUBJECT TO CHANGE	50	41.293/c
4-11/15" square	4SJ-EK		50	233.924/c
4" octagon	40 1/2		50	55.917/c
<b>3/4" KNOCK OUT SIZE</b>				
4" square	4SEK		50	41.293/c
4-11/16" square	4SJ-EK		50	233.924/c
4" octagon	40 3/4		50	172.912/c
				TOTAL OF (

Brand name: Appleton Material: PRE-GALV STEEL Catalog name: \_\_\_\_\_



GROUP X - COVERS

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
<b>BLANK:</b>				
4" square	8465	SUBJECT TO CHANGE	50	17.471/c
4-11/16" square	8487	/	50	37.813/c
4" octagon	8403	/	50	19.281/c
				TOTAL OF

Brand name: Appleton Material: PRE-GALV STEEL Catalog name: \_\_\_\_\_



GROUP XI - CONDUIT

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
<b>IMC:</b>				
1/2"	1/2" IMC	SUBJECT TO CHANGE	500 Ft.	93.781/c
3/4"	3/4" IMC		500 Ft.	110.723/c
1"	1" IMC		500 Ft.	169.782/c
<b>PVC COATED RIGID STEEL:</b>				
1/2"	PV0510CT00		500 Ft.	299.293/c
3/4"	PV0710CT00		500 Ft.	346.874/c
1"	PV1010CT00		500 Ft.	449.072/c
<b>EMT:</b>				
1/2"	1/2" EMT		1000 Ft.	35.748/c
3/4"	3/4" EMT		1000 Ft.	63.727/c
1"	1" EMT		500 Ft.	110.356/c
<b>LB (APPLETON):</b>				
1/2"	LB50M		100	4.185/5
3/4"	LB75M		100	5.030/5
1"	LB100M		50	7.535/5
<b>"T" LB (APPLETON):</b>				
1/2"	T50M		50 Ea.	5.235/5
3/4"	T75M		50 Ea.	6.290/5



DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
1"	T100M	SUBJECT TO CHANGE	50 Ea.	9.430/E
<b>"C" CONDULET (APPLETON):</b>				
1/2"	C50M		50 Ea.	4.185/E
3/4"	C75M		50 Ea.	5.030/E
1"	C100M		50 Ea.	7.535/E
<b>1 HOLE STRAP</b>				
1/2"	MED30		100 Ea.	17.337/c
3/4"	MED45		100 Ea.	20.537/c
1"	MED55		100 Ea.	24.947/c
<b>EMT CONNECTORS (STEEL)</b>				
1/2"	4050S		200 Ea.	8.256/c
3/4"	4075S		200 Ea.	13.447/c
1"	4100S		100 Ea.	23.098/c
<b>CONDUIT NONMETALLIC RIGID</b>				
1/2" Conduit	1/2" PVC SCH 40		200 Ft.	16.635/c
3/4" Conduit	3/4" PVC SCH 40		200 Ft.	19.822/c
1" Conduit	1" PVC SCH 40		200 Ft.	28.955/c
1/2" Coupling	E940D		50 Ea.	7.526/c
3/4" Coupling	E940E		50 Ea.	7.947/c
1" Coupling	E940F		50 Ea.	12.063/c
1/2" 90° Elbow	UA9AD		50 Ea.	25.968/c



DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT	
3/4" 90° Elbow	UA9AE	SUBJECT TO CHANGE	50 Ea.	29.053/c	
1" 90° Elbow	UA9AFR-CTN	}	50 Ea.	44.011/c	
EMT COUPLING (STEEL)					
1/2"	S050S		200 Ea.	10.963/c	
3/4"	S075S		200 Ea.	16.537/c	
1"	S100S		100 Ea.	25.923/c	
				TOTAL OF (	

Brand name: Appleton Material: \_\_\_\_\_ Catalog name: \_\_\_\_\_



**GROUP XII - MINERLAC (NO SUBSTITUTIONS)**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
0 - Size	0B	SUBJECT TO CHANGE	200	36.053/c
1 - Size	1B		200	41.737/c
2 - Size	2B		200	48.800/c
<b>TOTAL OF C</b>				

Brand name: Appleton Material: \_\_\_\_\_ Catalog name: \_\_\_\_\_



**GROUP XIII - STRUT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
1-5/8" B22SH	B22SH GALV 10	SUBJECT TO CHANGE	300 Ea	154.40/c
1-5/8" B140	B140ZN	}	20 Ea.	370.232/c
1-5/8" B133	B133ZN		20 Ea.	503.421/c
1-5/8" B202	B202 ZN		20 Ea.	59.516/c
1-5/8" B76622	B766-22 ZN		20 Ea.	2022.295/c
1-5/8" B44122	B-441-22ZN		20 Ea.	357.853/c
<b>TOTAL OF G</b>				

Brand name: ~~Appleton~~ **B-LINE** Material: \_\_\_\_\_ Catalog name: \_\_\_\_\_



**GROUP XIV - MISCELLANEOUS ITEMS (PANDUIT, SCOTCH, 3M, ADVANCE)**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
Small Sticky Pads ABM2S-A-C	ABM2SACB	SUBJECT TO CHANGE	100	30.342/c
Large Sticky Pads ABM4H-A-L	ABM4H-A-L	}	100	118.253/c
Small Wire Ties PLT1-5M-M	PLT1MCB		100	1.112/c
Medium Wire Ties PLT1-5I-M	PLT2SCB		100	4.882/c
Large Wire Ties PLT-3S-CB	PLT3SCB		100	12.288/c
#33 Black Tape	SUPER33-3/4x66FT		20	3.888/E
#35 Red Tape	35RED-3/4x66FT		20	3.622/E
<b>TOTAL OF G</b>				

Brand name: \_\_\_\_\_ Material: \_\_\_\_\_ Catalog name: \_\_\_\_\_



**GROUP XVI - WIRE**

DESCRIPTION	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	UNIT
#14 AWG Black THHN Wire	14 THHN STRD BLACK	SUBJECT TO CHANGE	1000FT	59.397/m
#12 AWG Black THHN Wire	12 THHN STRD BLACK		1000FT	91.765/m
#10 AWG Black THHN Wire	10 THHN STRD BLACK		1000FT	140.341/m
#14 AWG Green MTW Wire	14 MTW STRD GREEN		1000FT	66.640/m
#12 AWG Black MTW Wire	12 MTW STRD BLACK		250FT	100.604/m
#10 AWG Black MTW Wire	10 MTW STRD BLACK		250FT	156.574/m
4-pair CAT-6 #24 AWG	77-246-2A		1000FT	113.684/m
2 Conductor #18 AWG Shielded Wire	2936Y1000		1000FT	111.158/m
2 Conductor #18 AWG Shielded Wire	CUT 293		250FT	111.158/m
#14/3 SJ Cord	14/3 SJ00W		250FT	330.643/m
<b>TOTAL OF GI</b>				

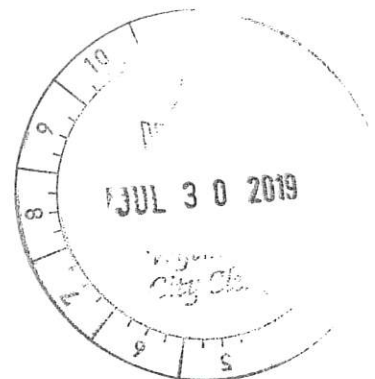
Brand name: \_\_\_\_\_ Material: \_\_\_\_\_ Catalog name: \_\_\_\_\_ Price # \_\_\_\_\_

**GRAND TOTAL OF GROUPS I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI \$ \_\_\_\_\_**



**GROUP XVII – OTHER MISCELLANEOUS ITEMS**

DESCRIPTION	MFG.	CATALOG #	FIRM PRICE FOR ONE YEAR YES/NO	RELEASE QTY. EACH	L
Conduit, PVC Sch 40, 1-1/4"		1-1/4" PVC SCH 40	SUBJECT TO CHANGE	41.809/c	
Conduit, PVC Sch 40, 1-1/4"					
Conduit, PVC Sch 40, 1-1/4"					
Conduit, PVC Sch 40, 1-1/4"					
Conduit, PVC Sch 40, 1-1/4"					
Conduit, PVC Sch 40, 1-1/4"					
Conduit, PVC Sch 40, 1-1/4"					
Conduit, PVC Sch 40, 1-1/4"					
Conduit, PVC Sch 40, 1-1/4"					



ORDINANCE NO. 15-19

ORDINANCE TO AMEND CHAPTER 90 OF THE CITY CODE BY AMENDING  
SECTION 90-1410 (4.0) CORRIDOR EDGE AREA SPECIAL LAND USES AND  
TABLE 90-1410 CORRIDOR EDGE AREA IN ARTICLE 11

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 11, section 90-1410 (4.0) of the Code of Ordinances, City of Wyoming, Michigan is amended by to read as follows:

Sec. 90-1410 SPECIAL LAND USES

The following are specific standards for Special Land Uses in the CE Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Automobile sales.
- B. Car wash.
- C. Dance hall/nightclub.
- D. Drive-through establishments. Drive through entries shall take access from secondary frontages.
- E. Funeral homes or mortuaries.
- F. Open air business.
- G. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- H. Pool hall/billiards.
- I. Secondhand businesses.
- J. Self-storage facilities. These facilities are only permitted along Division Avenue, south of 56th Street. They are not permitted on corner lots.

Section 2. That Chapter 90, Article 11, Table 90-1410 of the Code of Ordinances, City of Wyoming, Michigan is amended as attached.

Section 3. This ordinance shall take effect on \_\_\_\_\_, 2019.

---

Kelli A. Vandenberg  
Wyoming City Clerk

Ordinance No. 15-19

CONTEXT AREA AND USE STANDARDS : 90-1410 CORRIDOR EDGE AREA (CE)

TABLE 90-1410 CORRIDOR EDGE AREA (CE)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more									
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store			P						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations			P						
Automobile sales			S						
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms			P						
Baked goods			P	P					
Bank and financial institution									
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			P						
Bus transfer station			P						P
Business office			P <sup>D</sup>	P					
Business service establishments			P <sup>D</sup>	P					
Car wash			S						
Clothing services			P	P					
College or university			S						P
Commercial greenhouse			P						
Community center			P						
Convalescent or nursing homes					P				
Dance hall/nightclub			S						
Delicatessen			P	P					
Department store			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P						

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

<b>i</b> Introduction	<b>1</b> Title, Purpose & Scope	<b>2</b> Applicability & Procedures	<b>3</b> General Provisions	<b>4</b> Context Areas & Use	<b>5</b> Subdivision & Access	<b>6</b> Building Types
<b>7</b> Private Frontages	<b>8</b> Thoroughfare Guidelines	<b>9</b> Off-Street Parking	<b>10</b> Sign Standards	<b>11</b> FBC Definitions	City of Wyoming Zoning Ordinance	

CONTEXT AREA AND USE STANDARDS : 90-1410 CORRIDOR EDGE AREA (CE)

TABLE 90-1410 CORRIDOR EDGE AREA (CE) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Flower shop			P	P					
Funeral homes or mortuaries			S						
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			P						
Indoor theater			P						
Medical office			P <sup>D</sup>	P					
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			P						
Printing and publishing				P					
Professional office			P <sup>D</sup>	P					
Religious or social service assembly									P
Secondhand business			S						
Self-service laundry and dry cleaning									
Self-storage facility			S						
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P						

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

June 25, 2019

Ms. Kelli A. VandenBerg  
City Clerk  
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to add Self-Storage Facilities to Corridor Edge Special Land Uses (Section 90-1410 4.0)

Recommendation: To approve the subject Zoning Ordinance amendment.

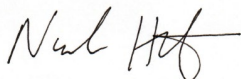
Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on June 18, 2019. A motion was made by Hegyi, supported by Micele, to recommend to the City Council adoption of the recommended revised *Corridor Edge Special Land Uses (Section 90-1410 4.0)* Zoning Ordinance text amendment. The motion passed unanimously following discussion. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming restricts where self-storage uses are permitted in the city. Currently this use is only permitted in B-2 districts with Special Use Approval and in Industrial areas. No self-storage is permitted in Form Based Code Districts. Staff gets frequent requests to locate self-storage in the city. There are few sites in commercial districts that are appropriate for this use. Additionally, industrial land is very valuable and often not a good fit for the self-storage use. In researching possible sites for expanding self-storage as a permitted use in the city, staff identified the area along Division Avenue, south of 56<sup>th</sup> Street SW as a compatible location. The area is zoned Form-Based Code Corridor Edge.

The proposed text amendment is attached.

Respectfully submitted,



Nicole Hofert, City Planner  
Department of Community Services

Cc: Curtis Holt, City Manager  
Rebecca Rynbrandt, Director of Community Services



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

**Jack A. Poll, Mayor**

AGENDA ITEM NO. 4

Request to amend Zoning Code Section 90-1410 (4.0) Corridor Edge Area  
Special Land Uses. (Wyoming Planning Department)

Hofert explained that the City of Wyoming currently restricts where self-storage uses are permitted in the city. Currently this use is only permitted in B-2 districts with Special Use Approval and in Industrial areas. No self-storage is permitted in Form Based Code Districts. Staff gets frequent requests to locate self-storage in the city. There are few sites in commercial districts that are appropriate for this use. Additionally, industrial land is very valuable and often not a good fit for the self-storage use.

Hofert stated that the purpose of the zoning amendment is to create additional areas where self-storage facilities would be allowed. Specifically the area along Division Avenue, south of 56<sup>th</sup> Street SW which is currently zoned Corridor Edge, would be a good fit. The parcels in this area are unique in that they are much deeper than other parcels along Division Avenue. The character of this area is industrial or heavy commercial. Hofert stated that there is currently one non-conforming self-storage facility in this area.

Hofert stated that staff recommends the following attached ordinance be approved by the Planning Commission to allow the ordinance to permit, with Special Use Approval, self-storage facilities in a limited capacity on Division Avenue south of 56<sup>th</sup> Street.

Public hearing closed at 8:02 pm.

A motion by Hegyi and supported by Micele to recommend to City Council to amend Zoning Code Section 90-1410 (4.0) Corridor Edge Area Special Land Uses was made.

Chair Spencer stated that she believed this was a brilliant idea and complemented staff for their work on this.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 5

Request for Site Plan Approval for Metro Health Village Unit 51. This property is located at 2300 Health Drive (Section 24) (Granger Group)

Hofert explained that the applicant has accepted the recommendation from staff to defer the proposal until acceptance of an Overall Development Plan by the Planning Commission and City Council. Hofert stated that the applicant has requested that Planning Commission give feedback on what was presented in their packet. She said staff would give a condensed version of the presentation to possibly obtain feedback from the Planning Commission for the benefit of the applicant.

Hofert described the project. The submittal includes parking design and layout for portions of proposed Units 51 and 15. Hofert stated that the Commission should note that Unit 15 will need the Planning Commission Approval for any future development. Additionally, Unit 15 parking

CONTEXT AREA AND USE STANDARDS : 90-1409 CORRIDOR EDGE AREA (CE)

**90-1409 CORRIDOR EDGE AREA**

The following standards apply to the Corridor Edge Area:

**1.0 Permitted Building Types**

Refer to Division 6 for Building Type requirements.

- A. Retail Building
- B. Live/Work Building
- C. Apartment
- D. Rowhouse
- E. Two-family House
- F. Civic Building

**2.0 Permitted Uses**

A. Refer to Table 90-1409 for Land Uses permitted in this Area for each Building Type that is permitted in the Area that are as follows:

- Permitted by right (P)
- Permitted by right in Division Avenue Form Based Code Area only (P<sup>D</sup>)
- Permitted by right, but not allowed on first floor (P\*)
- Permitted by right and only allowed on first floor (P#)
- Permitted by Special Land Use Permit (S)
- Uses indicated with a blank cell are not permitted in this Area.

**3.0 Building Height by Context Area**

- A. Number of stories for buildings is regulated by Context Area.
- B. Each Building Type has requirements for the height (in feet) of building stories. Refer to Division 6 for Building Type Standards.
- C. Building Height for all buildings:
  - Minimum: No minimum
  - Maximum: Three (3) stories, 45 feet
  - Retail Building: One (1) story building required

**4.0 Special Land Uses**

The following are specific standards for Special Land Uses in the CE Area. See Division 2 for Special Land Use general review and approval procedures and Section 90-508 of the City of Wyoming Zoning Ordinance for specific standards for Special Land Uses.

- A. Automobile sales.
- B. Car wash.
- C. Dance hall/nightclub.
- D. Drive-through establishments. Drive through entries shall take access from secondary frontages.
- E. Funeral homes or mortuaries.
- F. Open air business.
- G. Parking structures. Parking structure entries shall take access from a Street, and not an Avenue, per Division 8, Thoroughfare Standards.
- H. Pool hall/billiards.
- I. Secondhand businesses.

**J. Self-storage facilities. These facilities are only permitted along Division Avenue, south of 56th Street. They are not permitted on corner lots.**

**CORRIDOR EDGE AREA DESCRIPTION:**

Corridor Edge Area (CE): The Corridor Edge Area represents a district which transitions from more urban areas to the existing development pattern of the City. This Area promotes retail and residential uses with building placement that is more consistent with existing City development patterns and includes the flexibility of locating limited parking in the front of retail buildings that front on 28th Street and Division Avenue.

**CORRIDOR EDGE AREA KEY MAP (28TH STREET):**



**CORRIDOR GENERAL AREA KEY MAP (DIVISION AVE): SECTION 1: 50TH ST. TO 60TH ST.**

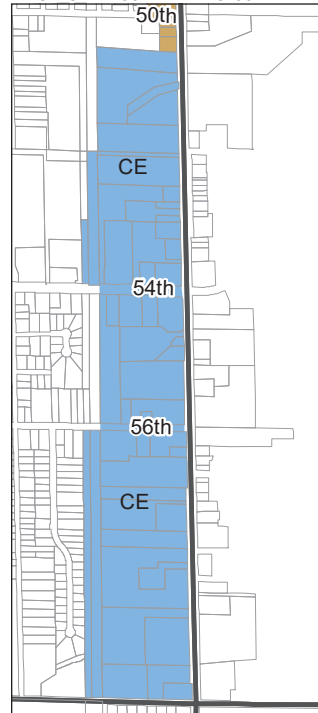


TABLE 90-1409 CORRIDOR EDGE AREA (CE)									
Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Accessory uses			P	P	P	P			P
Any use in retail sales of 20,000 square feet or more									
Apparel shop			P	P					
Art, including art work, art supplies and framing materials			P	P					
Automobile gasoline/convenience store			P						
Automobile repair and service entirely within an enclosed building, except body shops, painting and refinishing, automobile washes, automobile gasoline and automobile service stations			P						
Automobile sales			S						
Automobile, motorcycle, trailer, recreational vehicle or boat showrooms			P						
Baked goods			P	P					
Bank and financial institution									
Barbershop				P	P#				
Beauty shop				P	P#				
Bowling alley			P						
Bus transfer station			P						P
Business office			P <sup>D</sup>	P					
Business service establishments			P <sup>D</sup>	P					
Car wash			S						
Clothing services			P	P					
College or university			S						P
Commercial greenhouse			P						
Community center			P						
Convalescent or nursing homes					P				
Dance hall/nightclub			S						
Delicatessen			P	P					
Department store			P	P					
Drive-through establishments			S						
Drugstore			P	P					
Dry cleaning establishment (per 90-401B (5) (c))			P						
Eating and drinking establishments (without drive-through service)			P						

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

CONTEXT AREA AND USE STANDARDS : 90-1409 CORRIDOR EDGE AREA (CE)

TABLE 90-1409 CORRIDOR EDGE AREA (CE) (CONTINUED)

Specific Use	Mixed Use Building	Zero Lot Line Building	Retail Building	Live/Work Building	Apartment	Rowhouse	Two-Family House	Single-Family House	Civic Building
Flower shop			P	P					
Funeral homes or mortuaries			S						
General merchandise store			P	P					
Grocery			P	P					
Hardware store, paint and wallpaper			P	P					
Health and fitness					P#				
Hotel					P				
Indoor skating rink			P						
Indoor theater			P						
Medical office			P <sup>D</sup>	P					
Multiple family dwellings				P	P				
Municipal uses									P
Nursery schools, day nurseries, and dependent care facilities for seven or more people				P	P#				
Open air business			S						
Outdoor eating and drinking establishments having table service when part of an indoor eating and drinking establishment			P						
Parking structures			S						
Photographic studio			P	P					
Pool hall/billiards			P						
Printing and publishing				P					
Professional office			P <sup>D</sup>	P					
Religious or social service assembly									P
Secondhand business			S						
Self-service laundry and dry cleaning									
Single-family detached dwelling									
State licensed residential facility									
Two-family dwellings/rowhouses						P	P		
Veterinary hospitals and clinics, excluding outdoor use of property for exercise yards or pens			P						

P = Permitted use. P<sup>D</sup> = Permitted in Division Avenue Form Based Code Area only. P\$ = Permitted use on floors two and above. P# = Permitted use on first floor only. S = Special Land Use. Blank cell = Use not permitted.

**Self- Storage Facilities** **S**



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i	Introduction	1	Title, Purpose & Scope	2	Applicability & Procedures	3	General Provisions	4	Context Areas & Use	5	Subdivision & Access	6	Building Types
7	Private Frontages	8	Thoroughfare Guidelines	9	Off-Street Parking	10	Sign Standards	11	FBC Definitions	City of Wyoming Zoning Ordinance			