

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 3, 2019, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Bruce Osbeck, Faith Reformed Church

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the August 19, 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.

7:01 p.m. To Consider Use of the 2019 Edward Byrne Memorial Justice Grant Funds for Program Activities

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

13) Budget Amendments

14) Consent Agenda

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

- a) Of Sympathy to the Family of Gregory Thomas Bryan
- b) Of Appreciation to Zachary Dunklee for His Service as a Member of the Community Development Committee for the City of Wyoming

15) Resolutions

- c) To Grant Final Plat Approval to the Proposed Chapel Estates Subdivision
- d) To Grant Preliminary Plat Final Approval to the Proposed Greens of Wyoming Subdivision Phases 1 and 2
- e) To Authorize the City Manager to Execute an Employment Agreement with the Finance Director
- f) To Approve and Adopt an Account Resolutions Certificate for Treasury Management Services with Fifth Third Bank

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

- g) To Approve and Authorize and Direct the Mayor and City Clerk to Sign a Police Support Contract with “The Haunt”
- h) To Accept a Proposal to Install an Underground Irrigation System at the Drinking Water Plant and to Authorize the Mayor and City Clerk to Execute the Contract
- i) To Accept Amendment Number 3 for the Centrifuge Replacement Project and to Authorize the Mayor and City Clerk to Execute the Amendment
- j) To Accept a Quote from Michigan CAT to Provide Preventative Maintenance for Two Generators and to Authorize the Mayor and City Clerk to Execute the Agreement
- k) To Authorize the Purchase of Allen Bradley/Rockwell Electrical Equipment from Kendall Electric

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

RESOLUTION NO. _____

RESOLUTION OF SYMPATHY
TO THE FAMILY OF
GREGORY THOMAS BRYAN

WHEREAS:

1. Gregory Thomas Bryan passed away on Sunday, August 25, 2019.
2. Greg was elected to serve on the Wyoming City Council in 1974 as the Third Ward Councilmember and was appointed to serve as the Second Ward Councilmember in January 1979.
3. Greg dedicated many years of service to the residents of the City of Wyoming, not only in his role on the City Council, but also through his service in several boards and commissions including the Wyoming Planning Commission, the WKTV Board, the Library Board, the Community Enrichment Commission and the Wyoming Tree Commission.
4. The City of Wyoming gratefully acknowledges Greg's public service record and the many contributions he made to his community.
5. Greg will be sadly missed by his family and friends.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack Poll, the Wyoming City Council and the entire staff of the City of Wyoming extend deepest sympathies to Greg's family and friends.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO ZACHARY DUNKLEE FOR HIS SERVICE
AS A MEMBER OF THE COMMUNITY DEVELOPMENT COMMITTEE
FOR THE CITY OF WYOMING

WHEREAS:

1. Zachary Dunklee has served faithfully and effectively as a member of the Community Development Committee since August 3, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Zachary Dunklee for his dedicated service as a member of the Community Development Committee.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO GRANT FINAL PLAT 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 provide 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 final plat approval of the proposed subdivision at their August 20, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Final Plat 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 September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

August 22, 2019

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

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

Recommendation: To grant Final Plat Approval

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on August 20, 2019. A motion was made by Smart, supported by Hegyi, to grant Final Plat 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. Preliminary Plat Final Approval was approved by Planning Commission on July 16, 2019 and City Council on August 2, 2019.



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

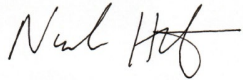
Robert Postema

Sam Bolt

Jack A. Poll, Mayor

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Nicole Hofert, City Planner
Department of Community Services

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

provisions, express the city's expectations for subdivision development, provide criteria for review of subdivision plans by the city engineer, and provide property owners and developers certainty regarding city requirements. They advance public interests by providing predictable, consistent standards for the development of city and utility infrastructure. Current and future owners of lots in plats can be assured of the dimensions and quality of developed infrastructure and that provision has been made for the completion of that infrastructure. Developers can be assured that the standards applied to their development are the same standards applied to previous developments and that will be applied to future developments.

Hofert stated that it is the recommendation of the Development Review Team that the Planning Commission approve the Subdivision Design Standards dated July 2019.

Motion by Arnoys, supported by Bueche, to approve the Subdivision Design Standards dated July 2019. No discussion followed.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request for Final Plat Approval for Chapel Estates. The property is located at 1585 36th Street SW. (Section 14) (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 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 March 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. Preliminary Plat Final Approval was approved by Planning Commission on July 16, 2019 and City Council on August 2, 2019.

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 the Development Review Team that the Planning Commission grant Final Plat Approval for Chapel Estates and recommend the same to the City Council subject to conditions 1-6.

1. Developer shall provide Restrictive Covenants and Block Grading Plan for plat.
2. All rear yard drainage easements shall be private.
3. Label easements shall be consistent.
4. Developer shall certify storm water system.
5. Developer shall provide a Bond to the City of Wyoming for any incomplete improvements, including monuments.
6. This requires a land division which can be implemented once plat is recorded at Kent County.

Motion by Smart, supported by Hegyi, to grant final plat approval for Chapel Estates located at 1585 36th Street SW and recommend the same the City Council.

Chair DeLange opened the floor for discussion.

Bueche inquired about condition #5 and asked staff to include irons at all lot corners. Hofert stated that monuments and irons have been placed and it can be noted in future conditions.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request for Preliminary Plat Final Approval for Greens of Wyoming Phases 1 and 2. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

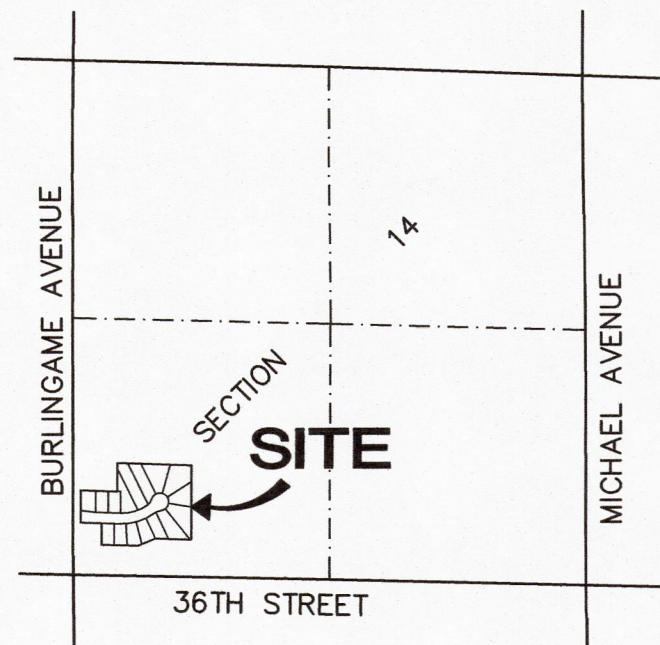
Hofert explained the site is zoned R-1, Residential. Zoning surrounding the property is R-1, Residential to the North and West, I-3 Restricted Industrial (across 56th Street) to the South, R-2 Single Family Residential and R-7 Multiple Family Residential to the East.

Land use surrounding the property is single family residences to the North, office buildings (across 56th Street) to the South, Single family residences and undeveloped property to the West, and single-family homes and condos to the East.

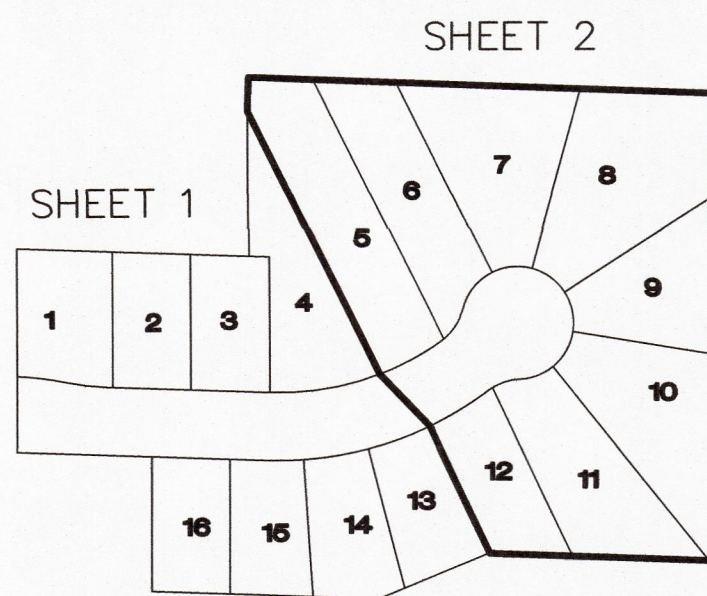
The plat is 13.15 acres with 39 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The development connects to the Palmer Park subdivision to the east. The plat extends Mulligan Drive and will eventually link all subdivisions over to Burlingame Avenue.

CHAPEL ESTATES

PART OF THE SW 1/4 OF SECTION 14, T6N, R12W
CITY OF WYOMING, KENT COUNTY, MICHIGAN

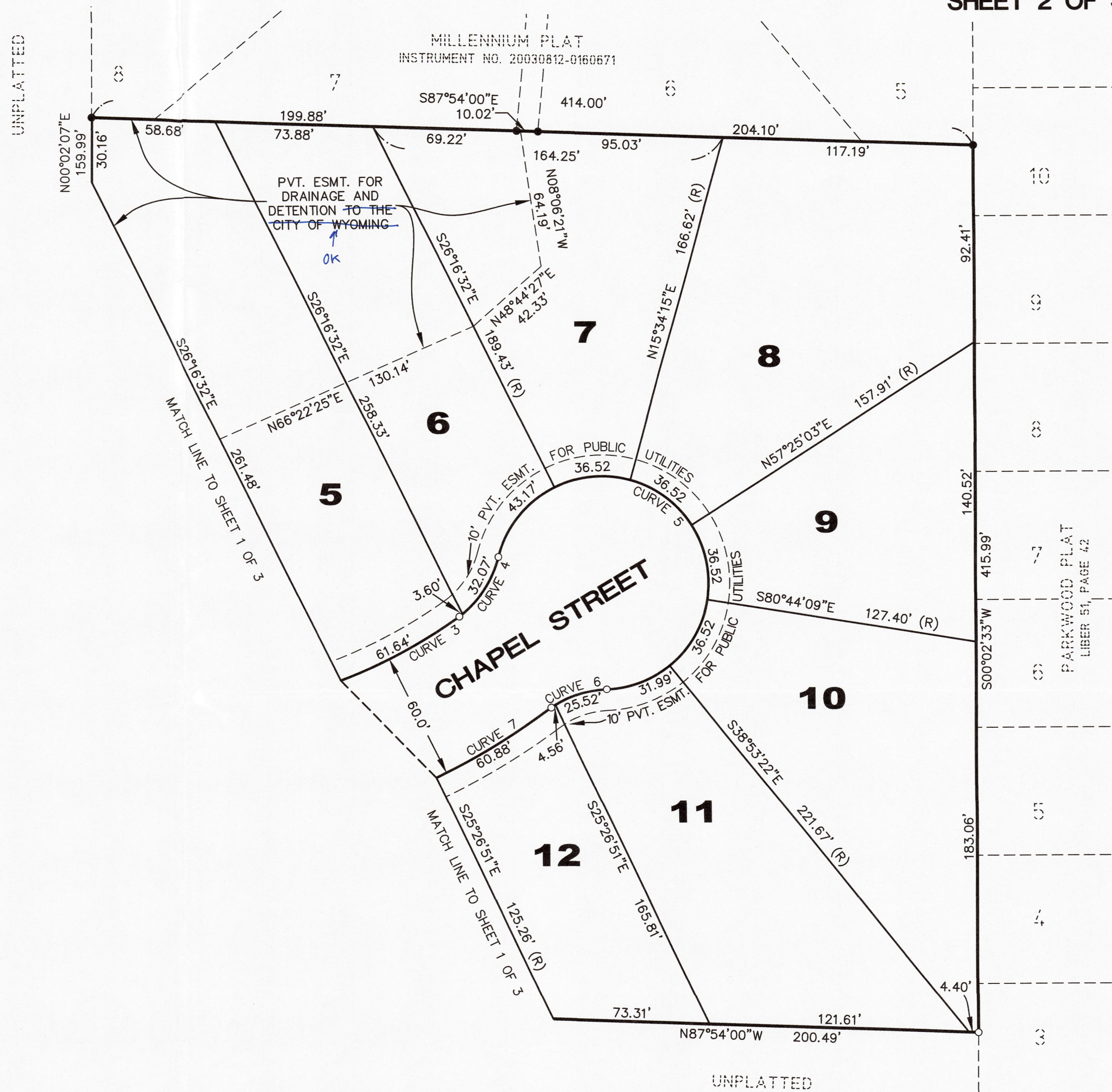


LOCATION MAP
(SCALE 1" = 2000 FEET)



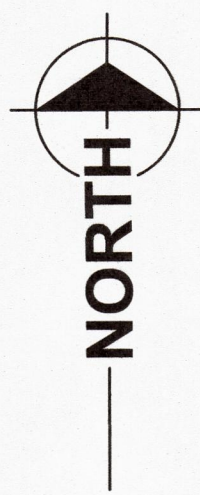
SHEET INDEX

NOT TO SCALE

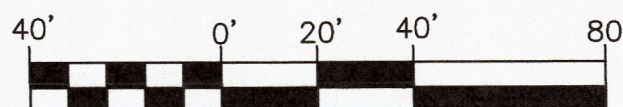


LEGEND

ALL DIMENSIONS ARE IN FEET.
PLAT BEARINGS ARE BASED ON MILLENNIUM PLAT AS RECORDED IN INSTRUMENT #20030812-0160671 MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER AND 36 INCHES LONG, ENCASED IN CONCRETE 4 INCHES IN DIAMETER, ARE TO BE PLACED AT ALL POINTS MARKED (○). MONUMENTS OF STEEL BARS 1/2 INCH IN DIAMETER AND 36 INCHES LONG, ENCASED IN CONCRETE 4 INCHES IN DIAMETER, WERE FOUND AT ALL POINTS MARKED (●). ALL LOT CORNERS ARE MARKED BY STEEL BARS 1/2 INCH IN DIAMETER AND 18 INCHES LONG.
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.
R = RADIAL, LINES NOT MARKED ARE NON-RADIAL.



SCALE: 1" = 40'



CURVE TABLE					
CURVE NO.	DELTA	LENGTH	RADIUS	BEARING	CHORD
CURVE 3	36°58'04"	161.30	250.00	N73°36'58"E	158.52
CURVE 4	40°52'43"	35.67	50.00	N34°41'35"E	34.92
CURVE 5	253°31'12"	221.24	50.00	N38°59'11"W	80.11
CURVE 6	34°28'24"	30.08	50.00	S70°32'13"W	29.63
CURVE 7	38°47'59"	209.93	310.00	N72°42'01"E	205.94

RESOLUTION NO. _____

RESOLUTION TO GRANT PRELIMINARY PLAT FINAL APPROVAL TO THE
PROPOSED GREENS OF WYOMING SUBDIVISION PHASES 1 AND 2

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 39 residential lots to complement this endeavor.
2. The proposed Greens of Wyoming Subdivision will integrate with the adjoining residential subdivisions to the east and provide an appropriate development of a vacant site.
3. The proposed subdivision complies with the City Land Use Plan 2020, Zoning Ordinance and Subdivision Ordinance.
4. The Planning Commission recommended preliminary plat final approval of phases 1 and 2 of the proposed subdivision at their August 20, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Preliminary Plat Final Approval for Greens of Wyoming 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 September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

August 22, 2019

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Request to grant Preliminary Plat Final Approval for Greens of Wyoming Phases 1 and 2. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

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 August 20, 2019. A motion was made by Weller, supported by Micele, to grant Preliminary Plat Final Approval for Phases 1 and 2 and recommend the same to City Council. The motion passed unanimously. A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The petitioner proposes 39 lots on 13.15 acres developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The development connects to the Palmer Park subdivision to the east. The plat extends Mulligan Drive and will eventually link all subdivisions over to Burlingame Avenue.

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 June 21, 2016 and City Council on July 5, 2016.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat Final Approval was originally granted on August 15, 2017 by Planning Commission. The plat was approved as one phase originally. The revised submitted plat is divided into two phases.

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



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

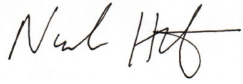
Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Respectfully submitted,

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Nicole Hofert, City Planner
Department of Community Services

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

Hofert stated that it is the recommendation of the Development Review Team that the Planning Commission grant Final Plat Approval for Chapel Estates and recommend the same to the City Council subject to conditions 1-6.

1. Developer shall provide Restrictive Covenants and Block Grading Plan for plat.
2. All rear yard drainage easements shall be private.
3. Label easements shall be consistent.
4. Developer shall certify storm water system.
5. Developer shall provide a Bond to the City of Wyoming for any incomplete improvements, including monuments.
6. This requires a land division which can be implemented once plat is recorded at Kent County.

Motion by Smart, supported by Hegyi, to grant final plat approval for Chapel Estates located at 1585 36th Street SW and recommend the same the City Council.

Chair DeLange opened the floor for discussion.

Bueche inquired about condition #5 and asked staff to include irons at all lot corners. Hofert stated that monuments and irons have been placed and it can be noted in future conditions.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request for Preliminary Plat Final Approval for Greens of Wyoming Phases 1 and 2. The property is located at 1207 56th Street SW. (Section 35) (Westview Capital, LLC).

Hofert explained the site is zoned R-1, Residential. Zoning surrounding the property is R-1, Residential to the North and West, I-3 Restricted Industrial (across 56th Street) to the South, R-2 Single Family Residential and R-7 Multiple Family Residential to the East.

Land use surrounding the property is single family residences to the North, office buildings (across 56th Street) to the South, Single family residences and undeveloped property to the West, and single-family homes and condos to the East.

The plat is 13.15 acres with 39 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The development connects to the Palmer Park subdivision to the east. The plat extends Mulligan Drive and will eventually link all subdivisions over to Burlingame Avenue.

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 June 21, 2016 and City Council on July 5, 2016.

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

Hofert stated it is the recommendation of the Development Review Team that Planning Commission grant Preliminary Final Plat Approval for Greens of Wyoming Phases 1 and 2 and recommend the same to the City Council subject to conditions 1-12.

A.) No Specific Recommended Conditions to Phase 1.

B.) Specific Recommended Conditions to Phase 2:

- 1.) Engineer shall address comments regarding storm water calculations for review and approval of the Engineering Department. Storm calculations shall use the current standards set forth by the Kent County Drain Commission. Catch basin 13 appears to be under-designed per storm water calculations.
- 2.) A licensed Civil Engineer shall identify impacts of a 100-year storm event and show overflow route and impacts to ensure adjacent structures are not impacted. Specifically identify overflow route for lots 28-29 and 33.
- 3.) Developer shall provide storm water Best Management Practices (BMP's) for storm water quality for review and approval of the Engineering Department.
- 4.) Engineer shall provide a detailed design for the proposed retaining wall. Include details and grading requirements, elevations, soil types, landscaping, safety barrier fencing/railing, for review and approval of the Engineering Department.
- 5.) Clarify ownership, maintenance responsibilities for retaining wall within restrictive covenants for plat.
- 6.) Clarify landscaping, irrigation, maintenance responsibilities for frontage areas along Eagle Glen Ave off 56th Street in restrictive covenants for plat.

7.) Clarify ownership, maintenance responsibilities (snow removal) for sidewalk within restrictive covenants for plat.

8.) The rear yard drainage swale is steep for lots 24-33. Rear yard drainage swale has minimal back slope and may need to store/convey additional runoff.

9.) The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.

10.) Developer shall participate in storm sewer cost sharing.

11.) Engineer shall address the following design information on plans:

- Show design information for all vertical curves
- Correct street name in profile
- Label pipe material
- Consider eliminating 12 inch valve on 56th St watermain east of “T” to Eagle Glen Ave
- Sanitary sewer laterals shall meet City standard specifications (No Clay/Concrete)
- Clarify Public vs Private easements on plan and label as such.
- Provide clear details on detail sheet. Currently some difficult to read.

C.) General Recommended Conditions to Phases 1 and 2:

12.) This requires a land division which can be implemented once plat is recorded at Kent County.

Motion by Weller, supported by Micele, to grant Preliminary Plat Final Approval for Greens of Wyoming Phases 1 and 2 located at 1207 56th Street SW, and recommend the same the City Council. No discussion followed.

A vote on the motion carried unanimously.

PUBLIC COMMENT

There was no public comment.

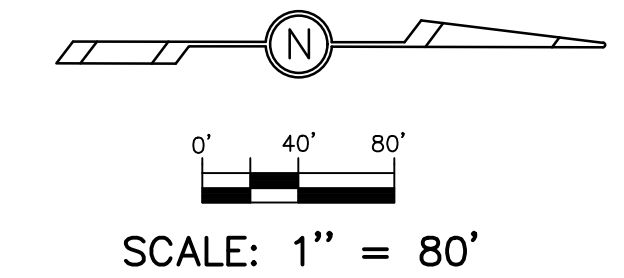
GREENS OF WYOMING

CITY OF WYOMING, KENT CO., MICHIGAN

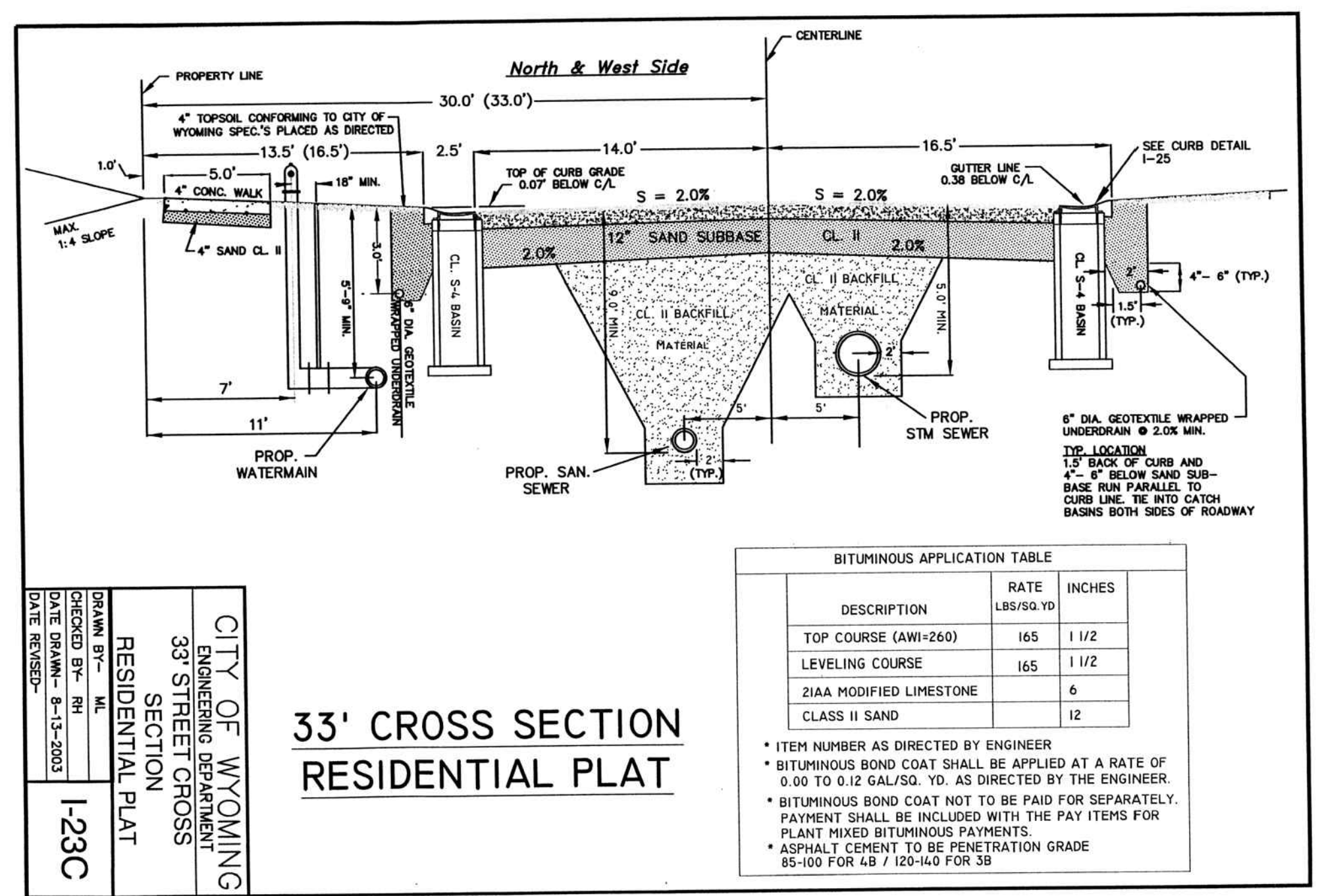
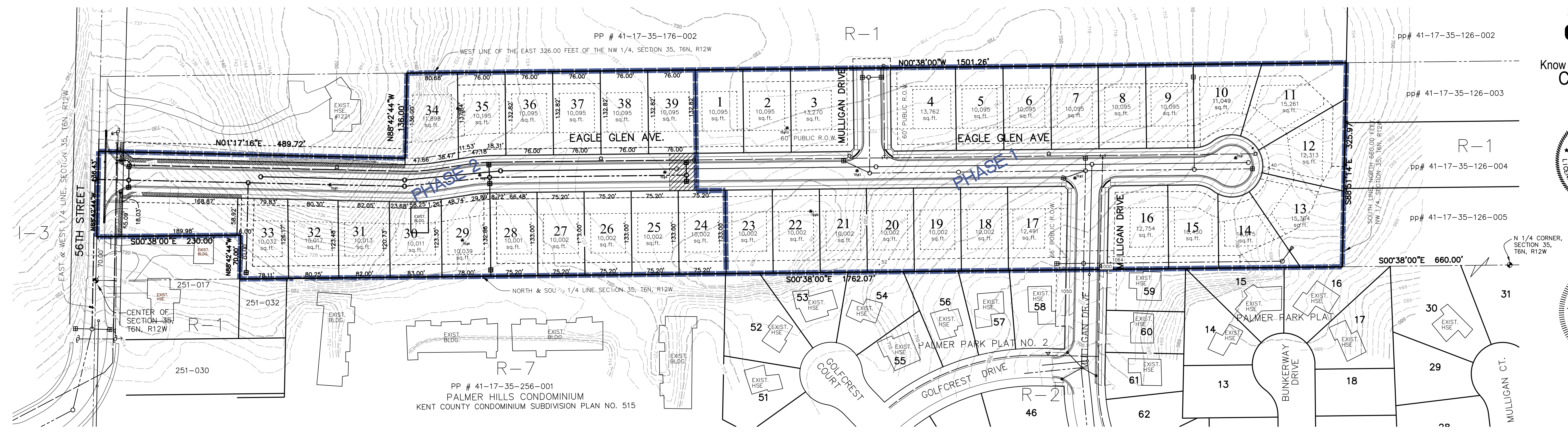
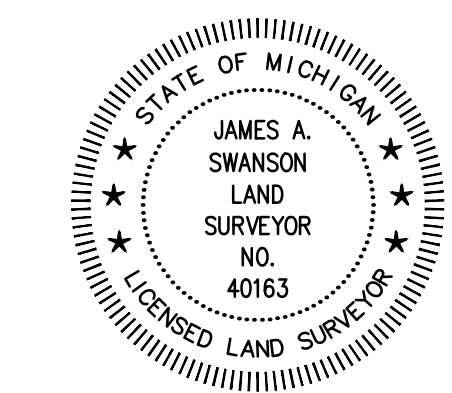
NW 1/4, SECTION 35, T6N, R12W

BM#100 ELEV. 705.26
TOP OF FLANGE BOLT UNDER
"E" OF "EJW" ON HYDRANT

BM#101 ELEV. 714.81
TOP OF FLANGE BOLT UNDER
"E" OF "EJW" ON HYDRANT



Know what's below.
Call before you dig.



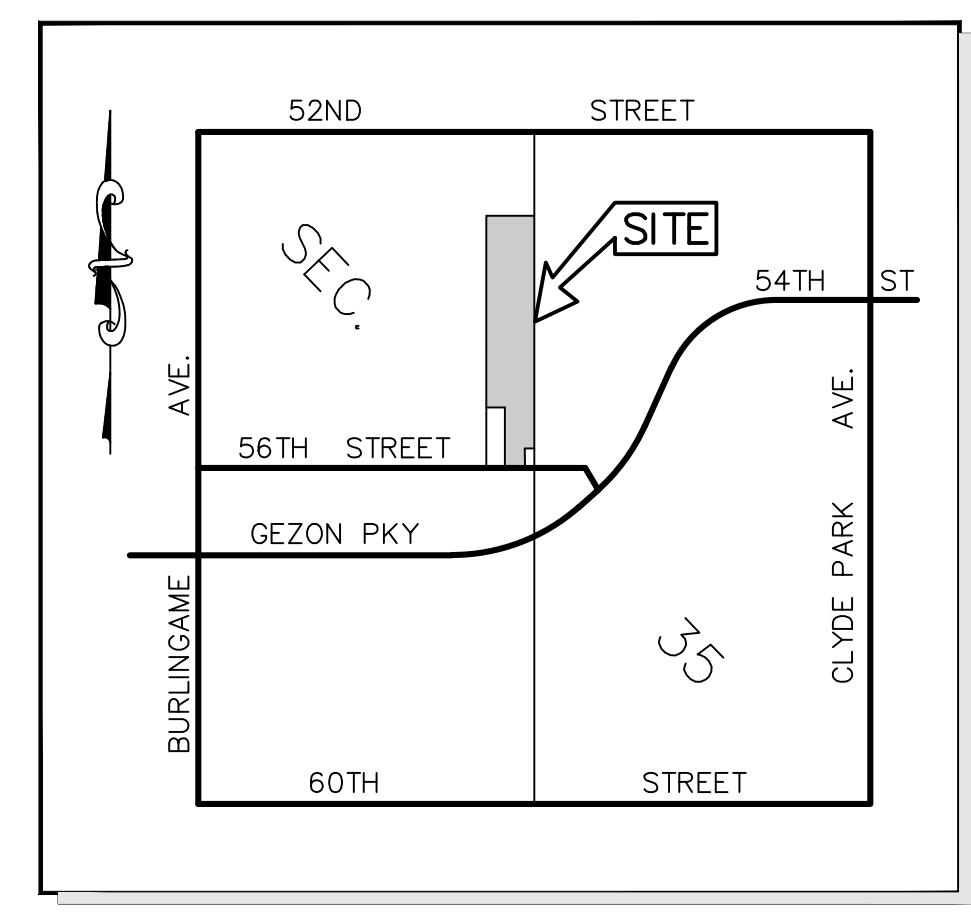
DESCRIPTION	RATE LBS/SQ.YD	INCHES
TOP COURSE (AWI-266)	165	1 1/2
LEVELING COURSE	165	1 1/2
Z1AA MODIFIED LIMESTONE	6	
CLASS II SAND	12	

GENERAL NOTES

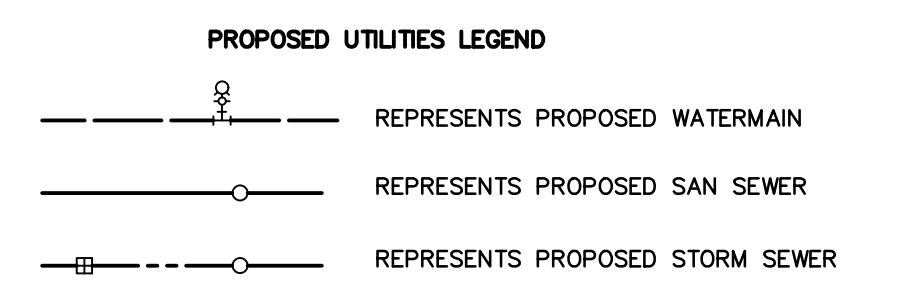
ADDRESS: 1207 56TH STREET, SW WYOMING, MI 49509
 ZONED R-1 SINGLE FAMILY RESIDENTIAL
MINIMUM REQUIREMENTS
 MIN LOT = 10,000 SF
 MIN. WIDTH = 75 FT
 FRONT YARD SETBACK = 35 FT
 SIDE YARD SETBACK = 8 FT/20 FT
 REAR YARD SETBACK = 35 FT
 AREAS, ETC.
 SITE AREA = 565,839 SF (12.99 AC)
 STREET R.O.W. = 134,859 SF (3.10 AC)
 NET LOT AREA = 430,980 SF (9.89 AC)
 SMALLEST LOT = 10,000 SF (0.23 AC)
 LARGEST LOT = 21,511 SF (0.49 AC)
 AVERAGE LOT = 11,051 SF (0.25 AC)
 PROPOSED STREET = 2165 LF
 DENSITY = 3.0 UNITS PER ACRE

NOTES

- THIS SITE WILL BE A PLATTED SINGLE FAMILY RESIDENTIAL SUBDIVISION CONTAINING 39 LOTS.
- THIS DEVELOPMENT WILL BE SERVICED BY PUBLIC UTILITIES - SANITARY SEWER, WATERMAIN, STORM SEWER, BURIED ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS.
- A STORM WATER SYSTEM WILL BE DESIGNED PER WYOMING CITY ORDINANCE, SECTIONS 86-351 THROUGH 86-436.
- THE STREET WILL BE A PUBLIC STREET BUILT TO THE STANDARDS OF THE CITY OF WYOMING.
- THIS SITE IS A VACANT WOODED SITE AND THE EXISTING BUILDING WILL BE REMOVED.
- NOTE: THE UTILITIES SHOWN ARE PRELIMINARY AND WILL BE DESIGNED COMPLETELY LATER.
- THE CURVES ON THE PROPOSED STREET ARE BOTH 300 FOOT CENTERLINE RADIUS CURVES WITH A 60 FOOT TANGENT BETWEEN THE CURVES.
- SIDEWALKS AND STREET LIGHTS WILL BE PROVIDED PER CITY OF WYOMING ORDINANCE.



LOCATION MAP
NO SCALE



DATE	REVISIONS	BY
06/13/19	REV. PER OWNER	JV
07/17/19	REV. PER OWNER	JV
03/22/18	REV. PER OWNER	JV
07/26/17	REV. PER COMMENTS	JV
07/21/17	REV. PER COMMENTS	JV
07/14/17	REV. PER COMMENTS	JV
06/23/17	REV. PER COMMENTS	JV

ORIGINAL PRELIMINARY PLAT AND CONSTRUCTION PLANS DESIGNED AND DRAFTED BY THE MERESTONE GROUP, LLC AND HULA ENGINEERING WITH SURVEYING DONE BY BURGESS SURVEYING, PLLC. LATER REVISIONS MADE BY EXCEL ENGINEERING, INC. WITH CONSENT FROM THE MERESTONE GROUP, LLC AND HULA ENGINEERING.



GREENS OF WYOMING PRELIMINARY PLAT

CITY OF WYOMING
ENGINEERING DEPARTMENT
WYOMING, MICHIGAN

IN: NW 1/4, SECTION 35, T6N, R12W
FROM: 56TH STREET
TO: MULLIGAN DRIVE

SCALE:	1" = 80'	ELECTRIC	GAS	TELEPHONE	CABLE TV
SYSTEM NO.					
SA. NO.					CITY MANAGER
PROJECT NO.	181006E				CITY ENGINEER
DRAWN BY	JDR				DESIGN ENGINEER
DESIGNED BY	DDG				
CHECKED BY					
SEC. NO.	35				
DATE DRAWN	01/29/2018				
FILE NO.					I OF I

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE FINANCE DIRECTOR

WHEREAS:

1. The City Manager desires to enter into employment agreements with officers and employees in administrative service for the City.
2. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
3. The City Manager has negotiated an employment agreement with the Finance Director.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Finance Director.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2019.

ATTACHMENT:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING

EMPLOYMENT AGREEMENT - FINANCE DIRECTOR

THIS AGREEMENT between Kateleen Marie Balfort, [REDACTED] [REDACTED] (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City hereby employs the Employee as Finance Director of the City. This appointment shall be effective September 6, 2019. The Employee understands that as Finance Director, she serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time as provided by the City Charter and City Code and subject only to the provisions of Section 6 of this Agreement.

2. PERFORMANCE. The Employee agrees to perform the duties of Finance Director in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the City Manager.

3. SERVICE DATE. The Employee’s date of service with the City shall be September 16, 2013. The Employee shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. COMPENSATION. The Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

5. BENEFITS. The Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated in this agreement. Benefits shall be based on a hire date of September 16, 2013.

In addition to the above-stated benefits, the Employee shall be credited with 40 hours of vacation on September 6, 2019. On January 1, 2020 and annually thereafter the Employee shall be credited with 160 hours of vacation until such time as the Administrative and Supervisory Association department head vacation schedule applies.

6. TERMINATION. This Agreement and the Employee's employment pursuant to it may be terminated as follows:

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount

of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance or nonfeasance in the Employee's position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or

compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or

over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

10. ASSIGNMENT. Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other party.

11. JURISDICTION AND VENUE. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

12. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogates, successors and assigns.

13. RETURN OF CITY PROPERTY. The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

14. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice;

or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: _____

Curtis Holt
City Manager

Dated: _____

Kateleen Balfourt
Finance Director

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND ADOPT AN ACCOUNT RESOLUTIONS
CERTIFICATE FOR TREASURY MANAGEMENT SERVICES WITH FIFTH THIRD BANK

WHEREAS:

1. On June 16, 2014, the City Council of the City of Wyoming adopted Resolution #24840, approving and authorizing treasury management services with Fifth Third Bank and naming the titles of authorized persons to be signatory for financial transactions.
2. On November 3, 2014, the City Council of the City of Wyoming adopted Resolution #24949, naming Rosa Ooms, then an accountant for the City, as an additional authorized person for financial transactions with Fifth Third Bank.
3. Due to staffing changes including Ms. Ooms' resignation, it is necessary to update the account resolutions certificate and rescind Resolution #24949.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve and adopt the attached "Account Resolutions Certificate for Treasury Management Services (Government Entity)" for Fifth Third Bank.
2. Resolution #24949 is hereby rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____



FIFTH THIRD BANK

Account Resolutions Certificate for Treasury Management Services (Government Entity)

To Fifth Third Bank:

I HEREBY CERTIFY THAT:

I am the duly elected or appointed and currently serving official, manager or trustee (the "Official") of the governing body or governmental entity identified below (the "Governmental Entity");

I am duly authorized to make the following certifications to you; and

The following resolutions ("*Account Resolutions*") were duly adopted by the governing body of the Governmental Entity in accordance with applicable law, are the binding resolutions and statements of the Governmental Entity, are in full force and effect, and have not been rescinded or modified:

RESOLVED, Fifth Third Bank is hereby designated as an authorized depository of this Governmental Entity and that one or more checking, savings or other deposit accounts ("*Accounts*") be opened and maintained with Fifth Third Bank in the name of the Governmental Entity;

RESOLVED FURTHER, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by Fifth Third Bank, and by such rules, regulations and policies as Fifth Third Bank shall from time to time establish;

RESOLVED FURTHER, this Governmental Entity is authorized to obtain banking services from Fifth Third Bank including treasury management and corporate card services, and to enter into such agreement or agreements and documentation for such services as are required by Fifth Third Bank from time to time, including a Master Treasury Management Agreement, Terms and Conditions for various banking services, Signature Card, Commercial Card Agreement and Commercial Account Rules ("*Banking Agreements*") each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects;

RESOLVED FURTHER, that the Governmental Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to Fifth Third Bank in connection with the banking services obtained by the Governmental Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Governmental Entity by Fifth Third Bank, (b) credit card services under the Commercial Card Agreement, and (c) import and export services for letters of credit as provided in the Terms and Conditions for such import and export services and related reimbursement, financing and security or collateral arrangements;

RESOLVED FURTHER, that the Governmental Entity is authorized to enter into, execute and deliver to Fifth Third Bank applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit,



FIFTH THIRD BANK

confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("*Banking Services Financing Agreements*") each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled "Authorized Persons" appearing below and (b) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an "*Authorized Person*" and for purposes of certain Banking Agreements, an "*Authorized Agent*") is authorized on behalf of the Governmental Entity and in its name to do any of the following:

- **Accounts and Agreements.** Open or close any deposit or other Account and execute on behalf of the Governmental Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with Fifth Third Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;
- **Payment Instructions.** Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based or oral instructions and payment orders for the transfer or payment of funds of the Governmental Entity on deposit with Fifth Third Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;
- **Implementation and Setup.** Select the services the Governmental Entity will obtain from Fifth Third Bank, and instruct Fifth Third Bank on service options and features desired by the Governmental Entity, and the set-up, implementation and security procedures relating to the services selected; and,
- **Authorization.** Designate, and advise Fifth Third Bank of the identity of persons (including officers and employees of this Governmental Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Governmental Entity or services utilized by the Governmental Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Governmental Entity and will have authority to: manage the service on behalf of the Governmental Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED FURTHER, that all actions of the Authorized Persons, and all agreements, applications, documents and authorizations executed and delivered by the Authorized Persons prior to the date of these resolutions and in connection with the transactions contemplated by these resolutions are ratified, confirmed and approved in all respects;



FIFTH THIRD BANK

RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Official;

RESOLVED FURTHER, that the Official is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank and certify to Fifth Third Bank the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the laws, rules, regulations or ordinances creating, authorizing or empowering the Governmental Entity or governing the organization or management of the Governmental Entity or similar governing documents of, or any agreement, law or regulation applicable to the Governmental Entity; and
- each of the following persons has been designated by the Governing Entity as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS		
Name of Authorized Person:	Title of Authorized Person:	Specimen Signature of Authorized Person:
1. Andrea C. Boot	Treasurer	<i>Andrea C. Boot</i>
2. Traci L. Shaffer	Deputy Treasurer	<i>Traci L. Shaffer</i>
3. Kateleen M. Balfourt	Finance Director	<i>Kateleen Balfourt</i>
4.		
5.		
6.		

****EXECUTION PAGE FOLLOWS****



FIFTH THIRD BANK

IN WITNESS WHEREOF, I have subscribed my name to this Certificate on behalf of the following Governmental Entity:

Exact Name of Governmental Entity: City of Wyoming

Acting under the laws of: State of Michigan

Signature: _____

Print Name: _____

Title: _____

Date: _____

Note: a "Governmental Entity" includes any federal, state, county or municipal governing body or entity, or any of their respective branches, departments, agencies, or divisions.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE AND DIRECT THE MAYOR AND
CITY CLERK TO SIGN A POLICE SUPPORT CONTRACT WITH "THE HAUNT"

WHEREAS:

1. As detailed in the attached Police Support Contract, "The Haunt" will operate in a building located in the Wyoming Town Square between September 13 and November 2, 2019.
2. The Wyoming Public Safety/Police will provide some additional services and the owners of "The Haunt" will pay for those services.

NOW, THEREFORE, BE IT RESOLVED:

1. The Police Support Contract with "The Haunt" is approved substantially in the form attached.
2. The City Council does hereby authorize and direct the Mayor and City Clerk to execute the contract on behalf of the city.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Police Support Contract
Photo

Resolution No. _____

STAFF REPORT

Date: August 29, 2019
Subject: Police Support Contract for “The Haunt”
From: Scott Smith, City Attorney
Meeting Date: September 3, 2019

RECOMMENDATION:

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign a Police Support Contract with “The Haunt.”

COMMUNITY, SAFETY, STEWARDSHIP:

Community – “The Haunt” is an event that provides Halloween related entertainment patronized by thousands of persons in the greater Wyoming area. Due to the number of patrons, evening hours of operation that may overlap with other area events, and other factors, a police presence during some hours of operation serves community interests.

Safety – A police presence during some hours of operation will assist The Haunt’s management’s efforts to ensure event safety and security.

Stewardship – The Police Support Contract ensures “The Haunt” will pay for the additional police services provided.

DISCUSSION:

“The Haunt” was a well-run event last year and, after reviewing the security plan for this year’s event which includes several changes from the plan for last year’s event, Public Safety Department officers believe this year will be even better-run. Some payment provisions have been changed to provide that payments for the special police services will be made in advance of those services.

BUDGET IMPACT:

The proposed contract is budget neutral. Amounts paid for the services match the costs the City incurs to provide them.

POLICE SUPPORT CONTRACT

(THE HAUNT)

This Police Support Contract is made as of September 4, 2019, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (the “**City**”) and Scare Michigan LLC, a Michigan limited liability company doing business as “The Haunt,” of which is 336 W. First Street, Suite 113, Flint, MI 48502, with a local address of 1256 28th Street SW, Wyoming, MI 49509 (the “**Company**”).

RECITALS

- A. The Company intends to operate a “haunted experience” called “The Haunt” (the “**Experience**”), in a building in the Wyoming Town Square, accessible from 28 West Place on the north, Prairie Parkway on the south, and Michael Avenue on the east as depicted in the attached Exhibit A (“**Company’s Premises**”) with parking in the surrounding parking lots as also depicted on the attached Exhibit A (“**Haunt Parking Areas**”).
- B. The Company expects to draw thousands of patrons on the evenings it is open, generally from 7:00 p.m. to 11:00 p.m. on Friday and Saturday, and from 7:00 p.m. to 10:00 p.m. on Sundays and some weekdays between September 13 and November 2, 2019, with special trick or treat hours and kid’s hours (“**Operation Hours**”).
- C. The Company intends to sell tickets and also intends to sell related merchandise.
- D. Some Operation Hours will overlap with football games occurring at Wyoming High School nearly directly across Prairie Parkway from the Company’s Premises and Haunt Parking Areas, and football fans generally rely on parking near the Haunt Parking Areas as spill over parking for the football games.
- E. While it has its own security team, the Company, as part of an overall cooperative and foresighted effort to attend to the safe operation of the Experience, believes a local police presence within the Haunt Parking Areas will help the Company ensure the safety of Company patrons, the general public and Company personnel during the operation of the Experience.
- F. The City is amenable to assigning police officers to provide that local police presence in accordance with this Contract.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this contract, the City and the Company agree:

- 1. Assignment. The City will schedule 2 police officers selected by the City Police Department to be in the Haunt Parking Areas and other areas surrounding the Company’s Premises in accordance with the scheduled hours that comprise the written operations plan agreed upon between the Company and the City Police Department Community Service Team.
 - A. This Contract provides for City Police presence, not any special or enhanced duties or services. Assigned officers will be under normal City Police Department command and will act in accordance with City Police Department policies, procedures and protocols. Company personnel shall have no ability to direct the assigned police officers. Company personnel may make requests of the assigned officers who will respond to those requests in accordance with City Police Department direction, policies, procedures and protocols. If Company personnel believe different actions or responses are appropriate, Company personnel may direct any such concerns to City Police Department command personnel.
 - B. Assigned officers will remain outside the Company’s Premises unless summoned by Company personnel to address a particular situation within the Company’s Premises.
 - C. One or both assigned officers will accompany Company personnel as they make deposits at the bank located near the Company’s Premises.
 - D. Assigned officers will use their discretion, as provided within City Police Department direction, policies, procedures and protocols to attend to vehicular traffic, pedestrian travel, specific situations, and particular incidents around the Company’s Premises, the surrounding streets, and the Haunt Parking Areas. Assigned officers shall have no special duties or special obligations to the Company, Company

personnel, Company patrons or the general public. This Contract provides for City Police presence, not any special or enhanced duties or services.

E. In accordance with its normal practice, the City Police Department will assign other officers to duties related to the football games.

F. If, in the sole discretion of City Police Department command personnel, another situation away from the Company's Premises and the Haunt Parking Areas requires an intensive police response, City Police Department command personnel acting in their sole discretion, may dispatch the officers assigned to the areas around the Company's Premises to that other situation until, in the sole discretion of City Police Department command personnel, the other situation has been addressed in a manner that those officers (or replacement officers) can be returned to the areas around the Company's Premises to resume the services provided pursuant to this Contract. If such a circumstance occurs, the assigned officers will notify Company personnel that they are leaving and the Company will be provided a direct contact number for City Police Department command personnel on duty that evening.

G. It is intended the officers assigned to perform services under this Contract will interact with Company personnel, Company patrons and the general public in a manner similar to that in which such officers would interact during similar events and assignments.

H. Similarly, it is intended that the Company and Company personnel will interact with the assigned police officers in a manner similar to that of other businesses, organizations, events and individuals interacting with City police officers in similar situations.

I. Nothing in this Contract shall limit the lawful authority of or the lawful exercise of that authority by the City, the City Police Department or any City Police Department personnel, including without limitation, any officers who may from time-to-time be involved in providing services pursuant to this Contract.

2. Payment. The Company will pay the City for the service provided under this Contract at the rate of \$76.99 per officer per hour. The Company and City currently estimate 116 hours will be paid under this Contract for a total of \$8,930.84. If the hours scheduled are more or less than the estimated number of hours, the Company will be billed for only those hours actually worked or reimbursed for any hours for which it has paid but officers did not work. However, due to overtime notice and other requirements, once the hours are scheduled the City is obligated to pay its officers for those hours even if due to weather or other circumstances the Company determines their presence is not needed. So, the Company will still pay the City for scheduled hours.

A. The Company will pay \$3,079.60 to the City not later than September 5, 2019, as a deposit toward the amount to be paid under this Contract. This will pay for the services anticipated to be provided in September 2019.

B. Not later than October 1, 2019, the Company will pay the City the remaining \$5,851.24 for the services anticipated to be provided in October and November 2019.

C. By November 15, 2019, the City will provide the Company a statement detailing the actual scheduled hours. That statement will detail any additional amounts due or the amount to be refunded to the Company from the deposited amount.

D. Any payment or refund shall be paid within 15 days of the date of the statement.

E. Any amounts not paid by the Company when due will result in a default to the City and will have the effect of suspending the Company's business license issued by the City. If the Company's business license is suspended, the Company may not operate legally in the City.

3. Responsibility for Personnel. Both the City and the Company will be solely responsible for the statements, acts and omissions of their respective personnel. Neither party shall be responsible for the statements, acts and omissions of the other party's personnel. Neither party shall be responsible to insure the other party or the other party's personnel.

4. Term. This Contract shall take effect as of the date first written above and shall remain in effect until all amounts required to be paid under this Contract have been paid in full.

5. General Provisions.

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

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

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

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

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

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

G. Each individual signing this Contract on behalf of a party attests and promises she/he has the authority to sign this Contract on behalf of that party.

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

CITY OF WYOMING

SCARE MICHIGAN LLC, d/b/a "THE HAUNT"

By: _____
Jack A. Poll, Mayor

By: _____
Doug Sheldon, Chief Executive Officer

By: _____
Kelli A. VandenBerg, Clerk

Date signed: September __, 2019

Date signed: September 3, 2019

Approved as to form:

Scott G. Smith, City Attorney

Exhibit A – Depiction of Company Premises & Haunt Parking Areas

EXHIBIT A

Depiction of Company Premises and Haunt Parking Areas



RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL TO INSTALL AN UNDERGROUND
IRRIGATION SYSTEM AT THE DRINKING WATER PLANT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from West Ottawa Sprinkling Inc. to install an underground irrigation system at the Drinking Water Plant in the total estimated amount of \$15,512.00.
2. Funds are available in the Water Treatment Plant Repairs and Maintenance account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from West Ottawa Sprinkling Inc. to install an underground irrigation system at the Drinking Water Plant.
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 September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Proposal

Resolution No. _____

STAFF REPORT

Date: August 20, 2019
Subject: Underground Sprinkling Installation Contract
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: September 3, 2019

RECOMMENDATION:

It is recommended that City Council accept the proposal for an underground irrigation system from West Ottawa Sprinkling in the amount of \$15,512.00 which includes base price, boring, and a \$1500 contingency.

COMMUNITY, SAFETY, STEWARDSHIP:

The Drinking Water Plant is hiring a high quality firm to provide services at a competitive price. The improvements will make a positive contribution to neighborhood aesthetics.

DISCUSSION:

The Drinking Water Plant needs to install underground sprinkling in an area west of the main plant that leads to the street and is visible to the community. Currently plant staff members drag hoses and sprinklers to this area in an attempt to make this area presentable to the neighborhood. We solicited proposals to provide a complete irrigation system and received two proposals as follows.

West Ottawa Sprinkling Inc.	\$15,512.00 (includes base price, boring, and \$1500 contingency)
Shoreline Sprinkling	\$16,450.00 (includes base price, boring, and \$1500 contingency)

West Ottawa Sprinkling Inc. submitted the lowest proposal and it meets our requirements, so we are recommending accepting their proposal to proceed with the work.

Our City Attorney, Scott Smith, has reviewed and approved as to form the attached service contract.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant Repairs and Maintenance Account #591-591-55300-930000

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

"City" means: City of Wyoming
A Michigan municipal corporation
1155 28th Street SW
Wyoming, MI 49508

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: August 7, 2019

"Professional" means: West Ottawa Sprinkling Inc.
[Name of professional entity]

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

142 Manufacturers Drive
[Professional's street address]

Holland, MI 49424
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: Install underground sprinkling as per attached proposal dated 6/20/19 at the Donald K Shine
[Detail the work: e.g., "design and construction services for ...," "appraisal of ...," "delineate wetlands at ...," etc.]
Water Treatment plant

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

Identify those the City Attorney here agreed may be waived or write "None."

4. This is the only agreement between the parties regarding the Services that are 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 Professional.

The City and Professional 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

SCOTT DYKSTRA
[Professional's name]

By: _____
[Signature of Professional]
[Signature of Scott Dykstra]
[Signature of Scott Dykstra] PRESIDENT
(Type and Print Name & Title of Person Signing for Professional)
Date signed: 7-24, 2019

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional 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.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member 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; and (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, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
- D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any 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 Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.
- E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional 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 Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional 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. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accounts payable@wyominghaml.gov an IRS W-9 form (available at www.irs.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

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

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 expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall 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 for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance.

<p>COMMERCIAL GENERAL LIABILITY</p> <p>Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>
<p>AUTOMOBILE LIABILITY INSURANCE</p>

<p>Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION</p> <p>Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>PROFESSIONAL LIABILITY INSURANCE</p> <p>Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.</p>
<p>EXCESS/UMBRELLA INSURANCE</p> <p>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 used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

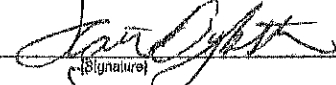
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract 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. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


 (Signature)
 Scott DYKSTRA President
 (Printed Name and Title of Person Signing)
 Scott DYKSTRA
 (Printed Name of Professional)

Date signed: 7-24-19

WEST OTTAWA SPRINKLING INC.

"We take pride in our work. . . You will too!"

UNDERGROUND LAWN SPRINKLING PROPOSAL FOR
City of Wyoming Water Treatment Plant
Attn: Tony Maslankat
maslankat@wyomingmi.gov

West Ottawa Sprinkling will install sprinkling at the above-referenced address using the following components:

- 71 Toro rotary heads
- 47 Toro spray heads
- 8 Electric valves
- 8 Weathermatic decoders
- 400' - 2" pvc mainline and two wire for valves
- All necessary pipe, fittings, wire, etc.

We will install the above-referenced material in accordance with the approved design print for the sum of \$12062.00 + 3450 = 15,512.00

Point of Connection: We will start at the stub supplied by other contractor according to the print you have. We will run mainline thru the sleeve that is supplied by the other contractor according to the print. If there is no stub or sleeve additional cost WILL occur. Boring cost is roughly \$13.00 per foot.

Notes. We have boring cost in this estimate to bore the three areas needed for our portion of the estimate.

Water Requirements: 35 to 40 gallons per minute at city water pressure.

Warranty Includes:

- 1 year on controller, valves, sprinklers
- 1 year labor

Any amounts due past thirty (30) days are subject to rebilling fees of \$10.00/month.

In the event you fail to pay within sixty (60) days of the last work performed, West Ottawa Sprinkling, Inc. may pursue the filing of a construction lien which will burden the title to your property. If West Ottawa Sprinkling, Inc. files a construction lien after sixty (60) days, owner agrees to compensate West Ottawa Sprinkling, Inc. for all costs associated, including but not limited to attorney fees, title search costs and recording fees.

West Ottawa Sprinkling, Inc. will request a staking of public utilities with MISS DIG before any work begins. The owner is responsible for notifying West Ottawa Sprinkling, Inc. of any other facilities located in the work area. The owner is also responsible for marking all lot lines. West Ottawa Sprinkling, Inc. is not responsible for any incorrect lot measurements supplied by owner or the owner's surveyor. Further, owner agrees to indemnify and hold West Ottawa Sprinkling, Inc. harmless from any and all claims arising from the incorrect designation of lot lines.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra expense will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Our workers are fully covered by workman's compensation insurance.

West Ottawa Sprinkling, Inc.

By: Scott Dykstra

Date June 20, 2019

Note: This proposal may be withdrawn by us if not accepted within sixty (60) days.

ACCEPTANCE OF PROPOSAL: the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Your down payment in the amount of \$ (25%) is required upon acceptance.

Owner:

Date of Acceptance: _____

X 150 ft
1950
+ 1500
3450

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT NUMBER 3
FOR THE CENTRIFUGE REPLACEMENT PROJECT
AND TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE THE AMENDMENT

WHEREAS:

1. On August 21, 2017, City Council adopted Resolution number 25867 accepting a proposal from Donohue & Associates, Inc. to provide engineering services for centrifuge replacement.
2. On November 5, 2018, City Council adopted Resolution number 26222 to extend the agreement.
3. On July 15, 2019, City Council adopted Resolution number 26450 to extend the contractual completion date and to approve additional funding for these services.
4. As detailed in the attached staff report, Donohue & Associates, Inc. provided the City with amendment number 3 for additional work that is required to complete the project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept amendment number 3 for the centrifuge replacement project.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Amendment

Scope of Work

Resolution No. _____

STAFF REPORT

Date: August 28, 2019
Subject: CWP Centrifuge Replacement Project
From: Jon Burke, CWP Superintendent
Meeting Date: September 3, 2019

RECOMMENDATION:

It is recommended that the City Council authorize an extension to the existing engineering contract with Donohue & Associates, Inc. as outlined in the attached scope of work.

COMMUNITY, SAFETY, STEWARDSHIP:

Making sure our legal agreements with consulting engineers are valid and in full force and effect protects the City's interests and those of its citizens and rate payers. Occasionally, extending an existing contract is the most prudent, economical, and feasible way forward.

DISCUSSION:

We are currently under contract with Donohue Engineering for a centrifuge replacement project. The contract was originally executed by the Mayor on August 24, 2017 and then extended on November 5, 2018. Most recently the contract was amended on July 15, 2019 to cover additional expenses the City incurred due to delays in the project.

The centrifuge has now been installed and is operational, but we are unable to take full advantage of the new centrifuge due to pumping limitations on the feed side of the new unit. The new unit was sized to allow the use of only one centrifuge instead of the two older units, thus saving electricity costs. Due to excessive wear on the current waste pumps and also possible piping restrictions, we are unable to deliver enough material to the new centrifuge under high flow conditions. Donohue has submitted an amendment to the current agreement that should cover the time needed to perform a hydraulics and pump study and make a recommendation on the changes that need to be made. Donohue's estimate is \$11,130 to perform this work but enough money has already been approved under the previous amendment so no additional funds should be required.

BUDGET IMPACT:

No additional funds should be required to complete this work other than what has previously been approved.



AMENDMENT NO. 3 to
ENGINEERING SERVICES AGREEMENT
Centrifuge Replacement (Project)
Original Agreement Executed August 21, 2017

This Amendment is by and between:

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

and

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

Who agree to amend the original Agreement, as follows:

AGREEMENT

The Agreement shall be extended as indicated below:

- 1. The Agreement shall be for a period of 36 months, commencing from the original date upon which the Agreement was executed.

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities:

- 1. Evaluation of the existing WAS pumps as outlined in the attached proposal:
“Clean Water Plant – WAS Pump Evaluation”

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased \$11,130, resulting in a total contract amount of \$100,570.

APPROVED FOR OWNER

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED FOR DONOHUE

By: Craig W. Brunner
Printed Name: Craig W. Brunner, P.E.
Title: President
Date: August 28, 2019

Approved as to form
[Signature]
Scott G. Smith, City Attorney
Date: 8/28/2019

August 27, 2019

Tom Wilson
Maintenance Manager
City of Wyoming – Clean water Plant
2350 Ivanrest Avenue SW
Wyoming, MI 49418

Re: Clean Water Plant – WAS Pump Evaluation

Dear Mr. Wilson:

Thank you for inviting Donohue to submit a proposal regarding the problem you've been encountering with the WAS pumps at the Clean Water Plant. We appreciate the opportunity to be of service to the City of Wyoming. In hiring Donohue you'll be gaining the following capabilities and benefits:

Donohue Advantages

❖ **Dedicated, local, responsive project team.**

With the exception of our quality control review team, all work for this project will be completed with staff based in our Grand Rapids, MI office. As Southwest Michigan is both our place of business and our home, we are dedicated to the success of your project. Our locality further allows us to be responsive to your needs and better facilitate project workshops.

❖ **Wastewater focused firm with all the necessary engineering disciplines.**

By providing all of the necessary engineering disciplines within one company, you benefit from a project team that is familiar with each other, understands project expectations, and is ready to hit the ground running from day one.

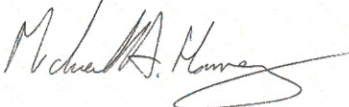
❖ **A project team familiar with you and your facility.**

Mike Harvey and TJ Bates have been intimately involved with the Centrifuge Replacement Project. This creates a team that is not only familiar working with each other, but also familiar with your team and your facility.

Our experienced and specialized wastewater team will provide a timely, cost-effective, and an efficient deliverable.

We look forward to being of continuing service to the City of Wyoming. If you need additional information or have questions, please contact either of us at any time.

Sincerely,



Michael A. Harvey, PE
Vice President
616.201.2825 | mharvey@donohue-associates.com



TJ Bates, PE, SE
Area Manager
616.201.2820 | tjbates@donohue-associates.com

City of Wyoming – Clean Water Plant – WAS Pump Evaluation

Technical Approach and Project Plan

The City of Wyoming – Clean Water Plant currently owns and maintains a series of WAS pumps which supply the centrifuge used for thickening. Since the installation of the new Centrisys centrifuge, meeting the normal operating WAS flow rate has been an issue. The existing centrifugal WAS pumps require excessive routine maintenance and increasingly frequent impeller replacements. In an effort to decrease maintenance costs and increase pump flow rate, the City invited Donohue to submit this engineering proposal.

Based on conversations with City of Wyoming staff, the proposed scope of work will include the following:

1. Hydraulic evaluation of the existing pumps and piping configuration.
2. Identification of existing hydraulic bottleneck.
3. Development and submission of a technical memorandum documenting our findings and recommendations for improved performance.
4. Recommendations for piping modifications necessary for replacement of the existing pumps.

Items excluded from the scope of work are as follows:

1. Front end and technical specifications.
2. Conceptual and construction drawings.
3. Opinion of probable construction cost.
4. Recommendations for pipe modifications other than those required for installation of a new pump.

Donohue’s proposed project team will utilize local Grand Rapids engineering staff whenever possible along with other Donohue engineers whom you have worked with previously. A brief summary of the project team is as follows:

Project Role	Team Member
Project Manager	Mike Harvey
Production Coordinator	TJ Bates
Process Advisor and Qcer	Nathan Cassity
Process Engineer	Ben Drabek

Delivery of technical memorandum will be provided in accordance with the following work plan.

Scope of Services

1. Project Kickoff Meeting

Donohue will conduct a kickoff meeting with Wyoming, led by Mike Harvey, including a review of:

- Project objectives
- Client expectations
- Factors critical to project success
- Roles and responsibilities of team members
- Project schedule and key milestones
- Data and information needs
- Hydraulic model setup
- Existing facilities review

Deliverables

- Meeting Agenda
- Meeting Notes

Project Meetings

- Project Kickoff Meeting

Key Personnel

- Mike Harvey, TJ Bates & Ben Drabek
- Wyoming Staff

2. Information Gathering, Analysis, and Baseline Conditions

Donohue will gather information on existing equipment and size information including:

- System characteristics and pump performance data
- Piping configuration and sizes
- Operating and flow data
- Establish flow scenarios for hydraulic model setup
 - Will include a range of flows for hydraulic calculations and calibration

3. Hydraulic Calculations

The hydraulic analysis for this project will be performed using a spreadsheet model. Donohue will develop a Microsoft Excel-based hydraulic analysis model for the inlet piping, WAS pumps, and discharge piping. Results from calculations will be compared to the previously collected design and performance data for the WAS pumps.

4. Capacity Assessment

Donohue will assess and develop recommended improvements to the existing system to meet the established flow rates agreed to during previous phases of the project. Donohue's proposal is based on the effort required to select and size new pumps, since the existing pump are anticipated to be the problem with the existing system. If a hydraulic bottleneck is identified in the piping system, piping improvements can be recommended, however, this scope of service excludes efforts to perform an extensive investigation of the current piping system.

5. Draft Technical Memorandum (TM): WAS Pumping Evaluation

Donohue will draft a WAS Pumping Evaluation Technical Memorandum summarizing the results of the information analysis, baseline conditions, hydraulics evaluation, and capacity assessment. The TM will include specific recommendations on replacement WAS pumps, including model, characteristics, and anticipated capital costs. The draft TM will be delivered electronically to Wyoming for review. Printed hard copies can be provided, if requested.

Deliverables

- Draft WAS Pumping Evaluation Technical Memorandum

6. TM Review Workshop

Donohue will conduct a TM review workshop, led by TJ Bates, with the City of Wyoming to discuss the results of the WAS Pumping Evaluation. This process allows Donohue staff to interact with City personnel to receive comments and questions on the TM.

Deliverables

- Meeting Agenda
- Meeting Notes

Project Meetings

- TM Review Meeting

Key Personnel

- Mike Harvey, TJ Bates & Ben Drabek
- Wyoming Staff

7. Final TM

Following the review workshop, Donohue will incorporate revisions and finalize the TM. The final TM will be delivered to Wyoming electronically. Printed hard copies can be provided if requested.

Deliverables

- Final WAS Pumping Evaluation Technical Memorandum

Project Schedule

A proposed preliminary project schedule is included at the end of this document.

Engineering Fee

The total cost for proposed services described in this proposal will not exceed \$11,130. Donohue anticipates that services completed as part of this Proposal will be performed under Terms and Conditions similar to those previously negotiated by the City of Wyoming and Donohue for the Jackson Street Pump Station Replacement Project dated August 21, 2018. A detailed breakdown of the fee is as follows:

City of Wyoming - Clean Water Plant WAS Pump Evaluation Fee Estimate Summary

Task	Staff					Total Hours	Total Labor	Total Cost
	Eng. VIII \$ 230	Eng. VI \$ 190	Eng. IV \$ 160	Eng. II \$ 130	Admin II \$ 70			
Kickoff Meeting and Site Assessment	4	2	4	8		18	\$ 2,980	\$ 2,980
Information Gathering, Analays, and Baseline Conditions				16		16	\$ 2,080	\$ 2,080
Hydraulic Calculuations and Capacity Assessment		1		16		17	\$ 2,270	\$ 2,270
Develop and Submit TM		1		16		17	\$ 2,270	\$ 2,270
Quality Control and Project Administration	2	2	3		3	10	\$ 1,530	\$ 1,530
Total	6	6	7	56	3	78	\$ 11,130	\$ 11,130
Total Labor Dollars by Labor Class	\$ 1,380	\$ 1,140	\$ 1,120	\$ 7,280	\$ 210			

**City of Wyoming
WAS Pump Analysis
Project Schedule**

ID	TASKS	Start	Finish	Duration	September 2019							October 2019							November													
					283	030	091	151	212	273	030	091	151	212	273	020	081	141	030	091	151	212	273	030	091	151	212	273	020	081	141	
1	WAS Pump Analysis	Wed 09/04/19	Mon 10/28/19	39 days																												
2	Notice to Proceed	Wed 09/04/19	Wed 09/04/19	1 day																												
3	Kickoff Meeting and Site Assessment	Mon 09/09/19	Mon 09/09/19	1 day																												
4	Information Gathering, Analysis, and Baseline Conditions	Tue 09/10/19	Wed 09/18/19	7 days																												
5	Hydraulic Calculations and Capacity Assessment	Thu 09/19/19	Fri 09/27/19	7 days																												
6	Develop Draft TM	Mon 09/30/19	Wed 10/09/19	8 days																												
7	Submit Draft TM	Thu 10/10/19	Thu 10/10/19	1 day																												
8	TM Review Workshop	Tue 10/22/19	Tue 10/22/19	1 day																												
9	Submit Final TM	Mon 10/28/19	Mon 10/28/19	1 day																												

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM MICHIGAN CAT
TO PROVIDE PREVENTATIVE MAINTENANCE FOR TWO GENERATORS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Report, Michigan CAT has provided the City with a three year preventative maintenance agreement for two generators at a cost of \$6,110 per generator.
2. It is recommended the City Council accept the agreement.
3. Funds are available in the Clean Water Plant Maintenance and Repair account number 590-590-54300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Michigan CAT to provide preventative maintenance of two generators.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Standard Professional Services Contract

Quote

Resolution No. _____

STAFF REPORT

Date: August 27, 2019
Subject: Preventative Maintenance
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: September 3, 2019

RECOMMENDATION:

It is recommended that the City Council award the two quotes from Michigan CAT for a three year preventive maintenance agreement to be performed on the Clean Water Plant's two standby generators at a total cost of \$12,220.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Working with a quality service company assures that the generators will function according to specifications required. This will ensure reliability to our wholesale customers and the City residents.

DISCUSSION:

The City of Wyoming Clean Water Plant owns and operates two 2-megawatt Michigan CAT standby generators that provide backup power to the whole facility during a power outage. Michigan Caterpillar, Michigan CAT, has performed the preventive maintenance on both generators since they were installed during the 2008 aeration tank project. Michigan CAT has quoted us a three year preventive maintenance agreement that will assure the generators will continue to run efficiently. The cost per generator is \$6,110.00 for a total cost of \$12,220.00. It isn't possible to provide a competitive quote for this work since the only other qualified company is the local Cummins Diesel dealer, which is Caterpillar's direct competitor in this industry. To ensure that the maintenance work to be performed is done accurately, therefore, and with the correct parts, it is highly recommended that it be completed by the manufacturer of the generators, Michigan CAT.

BUDGET IMPACT:

Adequate funds are available in the Clean Water Plant Maintenance and Repair Account #590-590-54300-930.000.

CITY OF
Wyoming
MICHIGAN

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

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

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

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: September 10, 2019

"Professional" means: Michigan Cat Power Systems
[Name of professional entity]

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

25000 Novi Rd.
[Professional's street address]

Novi, MI 49375
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B:
"Services" means: To renew a three (3) year preventative maintenance agreement on the two - 2 meg generators
[Detail the work: e.g., "design and construction services for . . ." "appraisal of . . ." "delineate wetlands at . . ." etc.]
located at the Clean Water Plant per quotation # 178565 and #178564.

TERMS AND CONDITIONS

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

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

[Identify those the City Attorney have agreed may be waived or write "None."]

4. This is the only agreement between the parties regarding the Services that are 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 Professional.

The City and Professional 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

[Professional's name]
By: Jeff Wilkey
[Signature officer, director or principal of Professional]
JEFF WILKEY P.S.R.
[Typed/Printed Name & Title of Person Signing for Professional]
Date signed: 21 August, 2019

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

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

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

3. Approvals. Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. Grant Compliance. If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional 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. Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Professional nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member 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; and (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. Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Professional and any subcontractor is not on and will remain off the Federal Excluded Parties List ("EPLS"). If Professional or any 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 Professional, all consequential damages (including the loss of grant funding or the required return of grant funding), and reasonable attorney fees (including the costs of in-house counsel) sustained as a result of non-compliance with this representation and promise.

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

6. Diversity and Inclusion. Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. Ethical Standards. Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional 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 Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional 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. Professional will immediately notify the City of any violation of these standards.

8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a 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. Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.irs.gov).

10. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the

Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

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

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 expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. **Restoration.** Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. **Risk Allocation.** Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall 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 for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. **Professional Responsibility.** Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. **Insurance.**

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

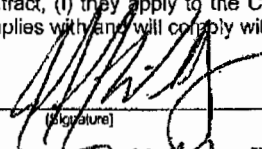
18. **Records.** Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. **Assignment/Beneficiaries.** Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract 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.** Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

ACKNOWLEDGEMENT

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.


 (Signature)
 JEFF WILCY PSSR
 (Printed Name and Title of Person Signing)

 (Printed Name of Professional)

Date signed: 21 AUGUST 2019



Account Number: 15452
 Quotation#: 178565
CSA Renewal Quote

Bill to:
 City of Wyoming

Ship to:

Wyoming, Michigan 49509

General Information

Contact name: Tom Wilson	Phone number: 616-261-3573
Unit number: #2	Manufacturer: CATERPILLAR
Model: 3516 IND	Serial number: 0ZAP00547
Effective date: 2019-07-16	Expiration date: 2022-07-31
Meter: 336 (hours)	

Description	Unit Price	Quantity	Ext Price
Level 2 Service - Due October 2019 Preventative maintenance level 2 includes an oil sample, 72 point inspection, oil change, oil filter and fuel filter change. Performed annually.	\$2,695.14	1	\$2,695.14
Level 1 Service - Due April 2020 Preventative maintenance level 1 includes oil sample and test as well as a thorough 72 point inspection. Performed annually.	\$311.00	1	\$311.00
Battery Replacement - 2-153-5710 - Due April 2020 *Batteries must be changed with a PM or an additional travel charge will apply	\$695.86	1	\$695.86
Level 1.5 Service - Due October 2020 visits Includes a thorough 72-point inspection of the complete engine-generator set, an oil-sample analysis and the replacement of all filters	\$893.00	1	\$893.00
Level 1 Service - Due April 2021	\$311.00	1	\$311.00
Level 1.5 Service - Due October 2021	\$893.00	1	\$893.00
Level 1 Service - Due April 2022	\$311.00	1	\$311.00
	Sub-total		\$6,110.00
	Total		\$6,110.00



Account Number: 15452
Quotation#: 178565
CSA Renewal Quote

***NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.**

Customer may cancel/skip a service at any time, however CAT recommends the services listed above. The above prices are locked in for a (36) month agreement, protecting the customer from any increase in cost of parts, labor, etc.

All parts, labor, and travel are included in this quote. The total price at the bottom of the quote reflects (36) months of preventative maintenance service through Michigan CAT, including (2) PM service visits per year. Services will be invoiced individually. This agreement is valid for a (36) month agreement of PM services, unless customer requests otherwise. Services will be scheduled at your convenience and are typically (6) month intervals. Any services scheduled on the weekends may affect pricing. This quote is valid until the expiration date listed above. If any changes are needed which affects this estimate, you will be informed prior to proceeding with the service contained within.

Submitted by: Samuel D Horton
Email: Samuel.Horton@michigancat.com

Customer Signature: _____



Account Number: 15452
 Quotation#: 179574
CSA Renewal Quote

Bill to:
 City of Wyoming

Ship to:

Wyoming, Michigan 49509

General Information

Contact name: Tom Wilson	Phone number: 616-261-3573
Unit number: #1	Manufacturer: CATERPILLAR
Model: 3516 IND	Serial number: 0ZAP00545
Effective date: 2019-07-16	Expiration date: 2022-07-31
Meter: 336 (hours)	

Description	Unit Price	Quantity	Ext. Price
Level 2 Service - Due October 2019 Preventative maintenance level 2 includes an oil sample, 72 point inspection, oil change, oil filter and fuel filter change. Performed annually.	\$2,695.14	1	\$2,695.14
Level 1 Service - Due April 2020 LEVEL 1 visit includes a thorough 72-point inspection of the complete engine-generator set and an oil sample analysis.	\$311.00	1	\$311.00
Level 1.5 Service - Due October 2020 LEVEL 1.5 visits includes a thorough 72-point inspection of the complete engine-generator set, an oil-sample analysis and the replacement of all filters	\$893.00	1	\$893.00
Battery Replacement - 2-153-5710 - Due October 2020 *Batteries must be changed with a PM or an additional travel charge will apply	\$695.86	1	\$695.86
Level 1 Service - Due April 2021	\$311.00	1	\$311.00
Level 1.5 Service - Due October 2021	\$893.00	1	\$893.00
Level 1 Service - Due April 2022	\$311.00	1	\$311.00
	Sub-total		\$6,110.00
	Total		\$6,110.00



Account Number: 15452
Quotation#: 179574
CSA Renewal Quote

***NOTE: TAX AND FREIGHT CHARGES ARE ADDITIONAL TO PRICES LISTED ABOVE.**

Customer may cancel/skip a service at any time, however CAT recommends the services listed above. The above prices are locked in for a (36) month agreement, protecting the customer from any increase in cost of parts, labor, etc.

All parts, labor, and travel are included in this quote. The total price at the bottom of the quote reflects (36) months of preventative maintenance service through Michigan CAT, including (2) PM service visits per year. Services will be invoiced individually. This agreement is valid for a (36) month agreement of PM services, unless customer requests otherwise. Services will be scheduled at your convenience and are typically (6) month intervals. Any services scheduled on the weekends may affect pricing. This quote is valid until the expiration date listed above. If any changes are needed which affects this estimate, you will be informed prior to proceeding with the service contained within.

Submitted by: Samuel D Horton
Email: Samuel.Horton@michigancat.com

Customer Signature: _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF ALLEN BRADLEY/ROCKWELL
ELECTRICAL EQUIPMENT FROM KENDALL ELECTRIC

WHEREAS:

1. As detailed in the attached Staff Report, the Clean Water Plant and Drinking Water Plant purchase Allen Bradley/Rockwell electrical equipment on an as needed basis throughout the year in the total estimated amount of \$70,000.
2. It is recommended the City authorize the purchase Allen Bradley/Rockwell electrical equipment from the sole distributor, Kendall Electric.
3. Funds for the purchase are available in account numbers 590-590-54300-775.000 and 591-591-55300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of Allen Bradley/Rockwell electrical equipment from Kendall Electric.
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 September 3, 2019.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

STAFF REPORT

Date: August 27, 2019
Subject: Allen Bradley/Rockwell Purchases
From: Tom Wilson, Utility Maintenance Manager
Meeting Date: September 3, 2019

RECOMMENDATION:

It is recommended City Council authorize purchases of Allen Bradley/Rockwell electrical equipment to be made from Kendall Electric at both the Clean Water Plant and the Drinking Water Plant. Electrical equipment will be purchased on an as-needed basis, up to an estimated amount of \$35,000 per year, per each facility.

COMMUNITY, SAFETY, STEWARDSHIP:

As part of our efforts to continue making a positive impact on the environment, it is necessary that our infrastructure and the equipment that keeps it running are maintained in a safe, reliable, and optimal working condition. Working alongside a reputable and responsive supplier enables our plant staff to expedite repairs.

DISCUSSION:

The Clean Water Plant and the Drinking Water Plant both make extensive use of programmable logic controllers (PLC's), which are essentially ruggedized computers that receive an input (e.g., from a probe or sensor) and produce an output in response (e.g., starting or shutting off a blower). Every major unit process at a modern utility plant is controlled by PLC.

Both of Wyoming's utility plants have been built and subsequently expanded with Allen Bradley/Rockwell's PLC technology. The maintenance departments at the plants are tasked with troubleshooting these Allen Bradley/Rockwell PLC's, controllers, starters, and relays throughout the year. Whenever a component cannot be repaired, purchasing a replacement is required and the cost of some of these individual components often exceeds \$5,000.

Kendall Electric is the sole source supplier of AB/Rockwell equipment in Michigan, and has proven to be an excellent vendor that provides quality products at a competitive price.

BUDGET IMPACT:

It is recommended that the City Council authorize the Clean Water Plant and the Drinking Water Plant to make purchases from Kendall Electric, on an as-needed basis, up to \$35,000 annually per facility. The expenses are anticipated and adequate funds exist in the following accounts: 590-590-54300-775000 and 591-591-55300-77500.