

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 17, 2020, 7:00 P.M.

1) Call to Order

2) Invocation

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 February 3, 2020 Committee of the Whole and Regular Meeting and the February 10, 2020 Work Session

7) Approval of Agenda

8) Public Hearings

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

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

20-01 Acquisition of a Portion of Property via Warranty Deed at 2350 – 44th Street SW
(Christ Lutheran Church)

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) To Set a Date for a Public Hearing on the Proposed Wyoming Community Development 2020/2021 One Year Action Plan (April 6, 2020 at 7:01 p.m.)

15) Resolutions

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

- b) To Authorize Payment to the Water Research Foundation
- c) To Extend the Bid for Water Meters, Strainers and Meter Equipment
- d) For Award of Bids and to Authorize the Mayor and City Clerk to Execute the Contracts
 - 1. Ion Chromatography System
 - 2. Community Cleanup Day

17) Ordinances

- 2-20 To Amend Chapter 1 of the Code of Ordinances by Adding Section 1-30 to Authorize the City Attorney to Issue Municipal Civil Infraction and Uniform Law Citations and Notices and Amending Chapter 50, Article I, by Adding Section 50-5 to Prohibit Creating a Disturbance and Providing Penalties for Violations (Final Reading)
- 3-20 To Amend the Code of Ordinances by Adding Subsections (5) and (6) to Chapter 30, Article VI, Section 30-203 to Describe Additional Areas for Water Well Restrictions (Final Reading)
- 9-20 To Amend Chapter 2, Article IV, Division 5 of the Code of Ordinances to Provide for a Service Charge in Lieu of Taxes for the Pine Oak 2020 Limited Dividend Housing Association Limited Partnership Housing Project (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

City of **Wyoming** Michigan

City Manager | 1155 28th St SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

February 17, 2020

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 20-01

Subject: Acquisition of a Portion of Property via Warranty Deed at
2350 - 44th Street, SW (Christ Lutheran Church)

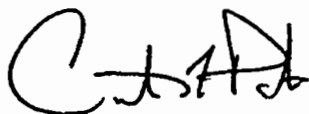
Councilmembers:

Curtis D. Johnson, President of the Christ Lutheran Church, owners of 2350 - 44th Street, SW, have submitted the following described Warranty Deed and Temporary Permit for additional City right-of-way associated with the 2020 Byron Center Resurfacing project. The additional right-of-way is necessary for a proposed northbound right-turn lane on Byron Center Avenue at the 44th Street intersection. The right-of-way area is shown on the attached Estimate of Just Compensation drawing.

| | |
|-----------------------|--|
| Grantor: | Christ Lutheran Church (Curtis D. Johnson, President) |
| Parcels: | 41-17-27-101-023 |
| Right-of-way Size | 2,247 sf |
| Temporary Permit Area | 4,860 sf |
| Consideration: | \$6,915.00 |

It is recommended that the City Council accept the Warranty Deed and Temporary Permit which have been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Warranty Deed
Temporary Permit
Estimate of Just Compensation
Agreement for Incidental Items

We Care
The Wyoming Community Cares



CITY COUNCIL

Sheldon DeKryger

Dan Burrill

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

WARRANTY DEED

The Grantor, Christ Lutheran Church, a Michigan non-profit ecclesiastical corporation, whose address is 2350 44th Street, SW, Wyoming, MI 49519

DOES HEREBY CONVEY AND WARRANT TO:

City of Wyoming, a Michigan Municipal corporation whose address is 1155 28th Street, SW, Wyoming, Michigan 49509, the real property located in the City of Wyoming, County of Kent, and State of Michigan, known and described as follows:

See Exhibit "A" attached hereto for Warranty Deed Area and Warranty Deed Legal Description (A Portion of Parcel No. 41-17-27-101-023)

for the full consideration of Five Thousand Six Hundred Eighty-Five Dollars and No Cents (\$5,685.00)

This Warranty Deed is given to convey land for Public Right-of-Way, and is subject to easements and restrictions of record.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

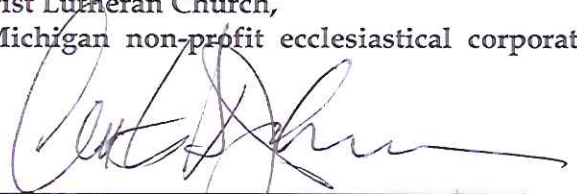
The Grantor grants to the City of Wyoming the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288, of the Public Acts of 1967.

The Consent to Warranty Deed from Grantor's Lender is attached hereto.

DATED: JANUARY 31, 2020

GRANTOR:
Christ Lutheran Church,
a Michigan non-profit ecclesiastical corporation

Approved as a form:



Attorney for the City of Wyoming

By: CURTIS D. JOHNSON
Its: PRESIDENT

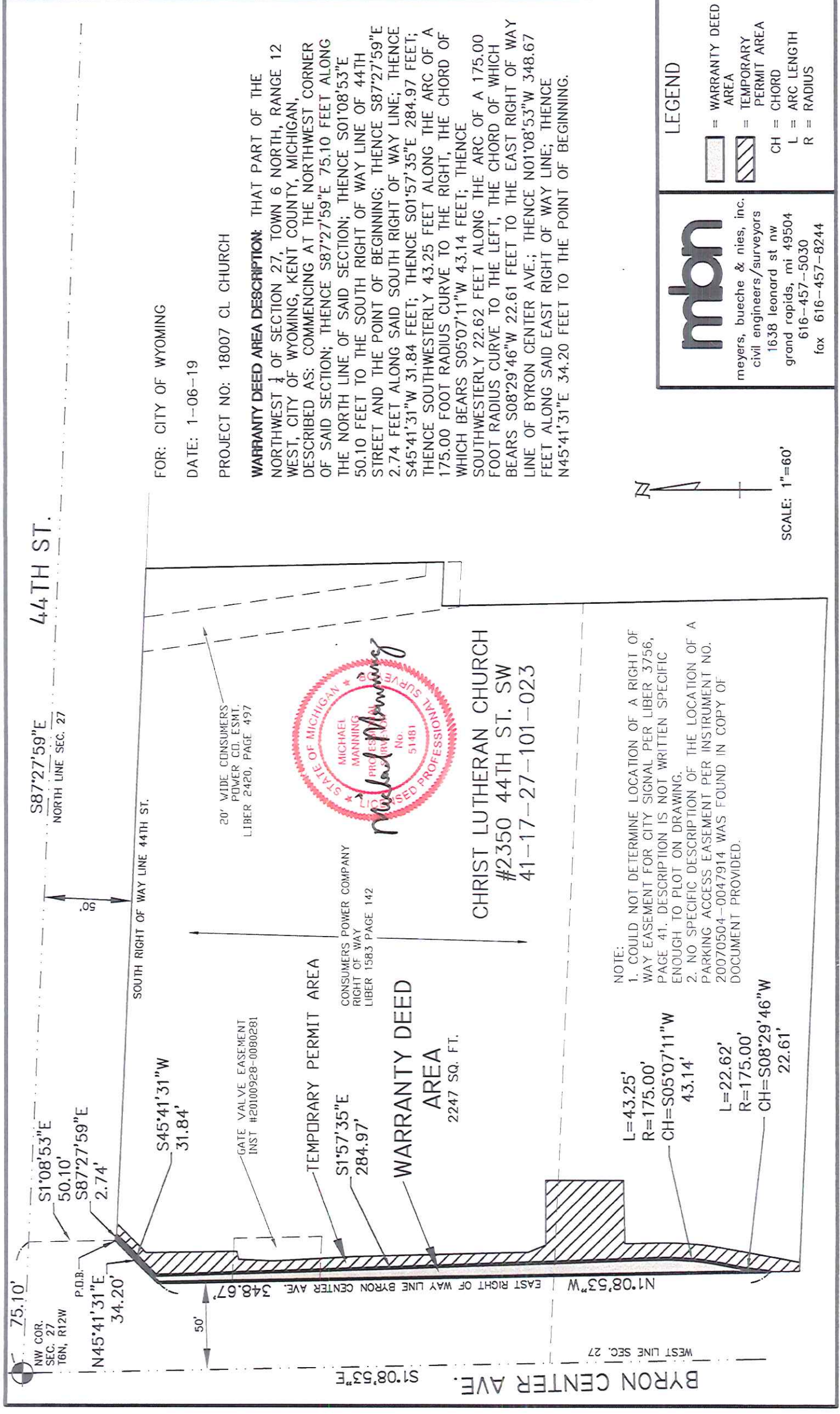
STATE OF MICHIGAN)
 SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in KENT County, Michigan on this 31st day of JANUARY, 2020, by CURTIS D. JOHNSON, the PRESIDENT of Christ Lutheran Church, a Michigan non-profit ecclesiastical corporation

James L. Leonard, Notary Public
KENT County, Michigan
Acting in KENT County, Michigan
My Commission Expires: 01/11/2024

Prepared by and after recording return to:
Deborah S. Poeder, Land Matters, LLC
11230 Tallmadge Woods Drive
Grand Rapids, Michigan 49534

Legal Description prepared by:
Michael Manning, P.S., Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, Michigan 49504



44TH ST.

S87°27'59"E
NORTH LINE SEC. 27

75.10'
NW COR.
SEC. 27
T6N, R12W

N45°41'31"E
34.20'

S1°08'53"E
50.10'
S87°27'59"E
2.74'

SOUTH RIGHT OF WAY LINE 44TH ST.

20' WIDE CONSUMERS
POWER CO. ESMT.
LIBER 2420, PAGE 497



CONSUMERS POWER COMPANY
RIGHT OF WAY
LIBER 1583 PAGE 142

TEMPORARY PERMIT AREA

S1°57'35"E
284.97'

WARRANTY DEED
AREA

2247 SQ. FT.

CHRIST LUTHERAN CHURCH
#2350 44TH ST. SW
41-17-27-101-023

EAST RIGHT OF WAY LINE BYRON CENTER AVE. 348.67'

WEST LINE SEC. 27

S1°08'53"E

BYRON CENTER AVE.

NOTE:

1. COULD NOT DETERMINE LOCATION OF A RIGHT OF WAY EASEMENT FOR CITY SIGNAL PER LIBER 3756, PAGE 41. DESCRIPTION IS NOT WRITTEN SPECIFIC ENOUGH TO PLOT ON DRAWING.
2. NO SPECIFIC DESCRIPTION OF THE LOCATION OF A PARKING ACCESS EASEMENT PER INSTRUMENT NO. 20070504-0047914 WAS FOUND IN COPY OF DOCUMENT PROVIDED.

L=43.25'
R=175.00'
CH=S05°07'11"W
43.14'
L=22.62'
R=175.00'
CH=S08°29'46"W
22.61'

FOR: CITY OF WYOMING

DATE: 1-06-19

PROJECT NO: 18007 CL CHURCH

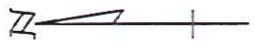
WARRANTY DEED AREA DESCRIPTION: THAT PART OF THE NORTHWEST ¼ OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S87°27'59"E 75.10 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S01°08'53"E 50.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF 44TH STREET AND THE POINT OF BEGINNING; THENCE S87°27'59"E 2.74 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S45°41'31"W 31.84 FEET; THENCE S01°57'35"E 284.97 FEET; THENCE SOUTHWESTERLY 43.25 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S05°07'11"W 43.14 FEET; THENCE SOUTHWESTERLY 22.62 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS S08°29'46"W 22.61 FEET TO THE EAST RIGHT OF WAY LINE OF BYRON CENTER AVE.; THENCE N01°08'53"W 348.67 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE N45°41'31"E 34.20 FEET TO THE POINT OF BEGINNING.

LEGEND

- = WARRANTY DEED AREA
- = TEMPORARY PERMIT AREA
- CH = CHORD
- L = ARC LENGTH
- R = RADIUS



meyers, bueche & nies, inc.
civil engineers/surveyors
1638 leonard st nw
grand rapids, mi 49504
616-457-5030
fax 616-457-8244



SCALE: 1"=60'

**CITY OF WYOMING
TEMPORARY PERMIT
Parcel No. 41-17-27-101-023**

The Grantor, **Christ Lutheran Church**, a non-profit ecclesiastical corporation, whose address is 2350 44th Street SW, Wyoming, MI 49519

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 a Temporary Permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the Byron Center Avenue from Knollview Street to 44th Street Project. All areas disturbed by the work in the Temporary Permit area will be properly restored. The Temporary Permit area is located on property in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Temporary Permit Area and Temporary Permit Legal Description (A Portion of Parcel No. 41-17-27-101-023)

The Temporary Permit as referenced herein is granted and conveyed for the full consideration of One Thousand Two Hundred Thirty Dollars and No Cents (\$1,230.00).

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the **Byron Center Avenue from Knollview Street to 44th Street Project**, including restoration of the Temporary Permit Area.

IN WITNESS, WHEREOF, the undersigned have hereunto set their hand this day and year as referenced herein.

DATED: JANUARY 31, 2020

Approved as a form:

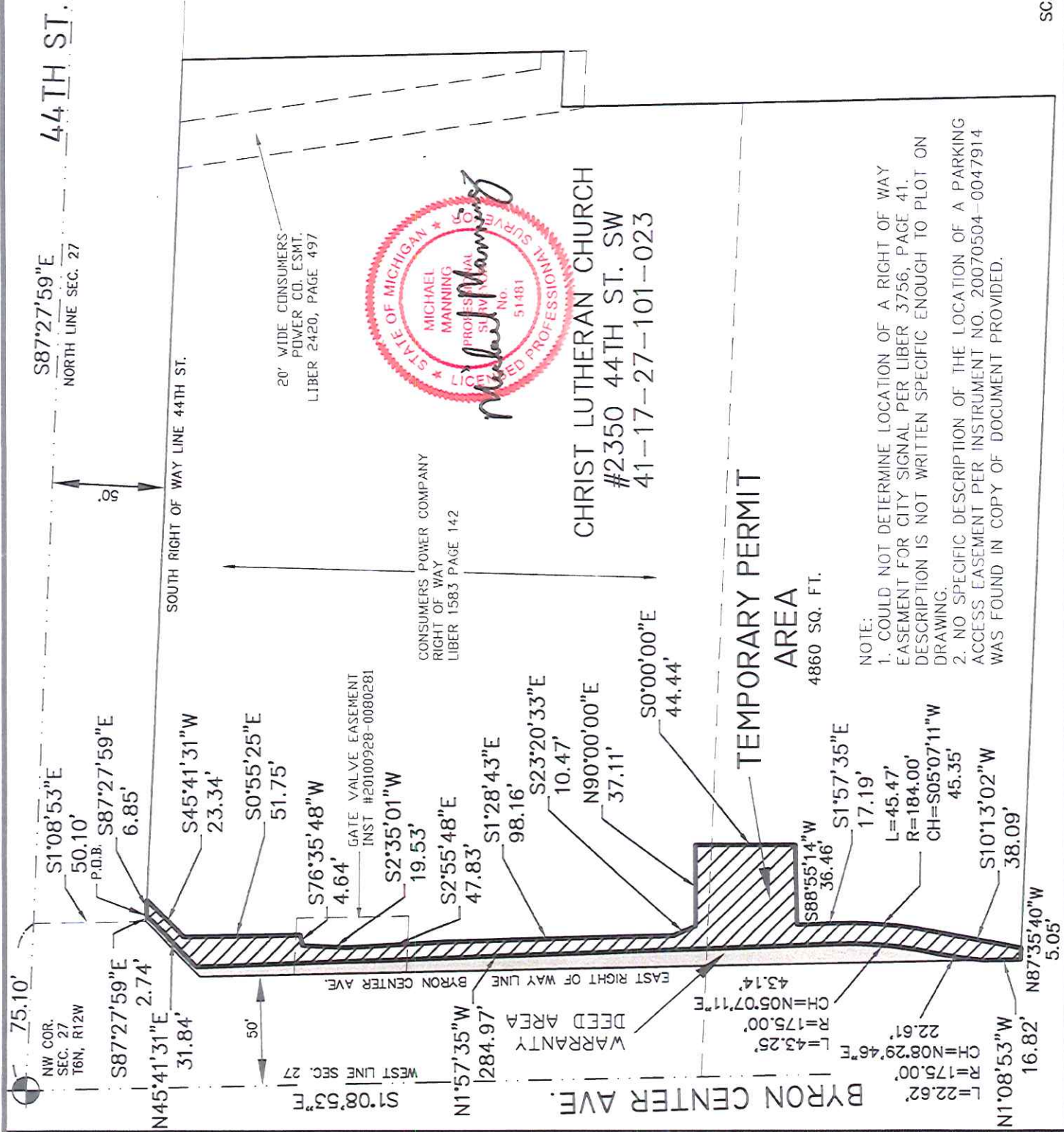
Attorney for the City of Wyoming

GRANTOR:
Christ Lutheran Church

By: CURTIS D. JOHNSON
Its: PRESIDENT

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters, LLC
11230 Tallmadge Woods Drive
Grand Rapids, Michigan 49534

Legal Description prepared by:
Michael Manning, P.S.
Meyers, Bueche & Nies, Inc.
1638 Leonard Street, NW
Grand Rapids, Michigan 49504



FOR: CITY OF WYOMING
 DATE: 1-06-19

PROJECT NO: 18007 CL CHURCH

TEMPORARY PERMIT AREA DESCRIPTION: THAT PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S87°27'59"E 75.10 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S01°08'53"E 50.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF 44TH STREET; THENCE S87°27'59"E 2.74 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE S87°27'59"E 6.85 FEET; THENCE S45°41'31"W 23.34 FEET; THENCE S00°55'25"E 51.75 FEET; THENCE S76°35'48"W 4.64 FEET; THENCE S02°35'01"W 19.53 FEET; THENCE S02°55'48"E 47.83 FEET; THENCE S01°28'43"E 98.16 FEET; THENCE S23°20'33"E 10.47 FEET; THENCE N90°00'00"E 37.11 FEET; THENCE S00°00'00"E 44.44 FEET; THENCE S88°55'14"W 36.46 FEET; THENCE S01°57'35"E 17.19 FEET; THENCE SOUTHWESTERLY 45.47 FEET ALONG THE ARC OF A 184.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS S05°07'11"W 45.35 FEET; THENCE S10°13'02"W 38.09 FEET; THENCE N87°35'40"W 5.05 FEET; THENCE N01°08'53"W 16.82 FEET; THENCE NORTHEASTERLY 22.62 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THE CHORD OF WHICH BEARS N08°29'46"E 22.61 FEET; THENCE NORTHEASTERLY 43.25 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS N05°07'11"E 43.14 FEET; THENCE N01°57'35"W 284.97 FEET; THENCE N45°41'31"E 31.84 FEET TO THE POINT OF BEGINNING.



SCALE: 1"=60'

mon
 meyers, bueche & nies, inc.
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LEGEND

| | |
|----|-------------------------|
| | = WARRANTY DEED AREA |
| | = TEMPORARY PERMIT AREA |
| CH | = CHORD |
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NOTE:
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 2. NO SPECIFIC DESCRIPTION OF THE LOCATION OF A PARKING ACCESS EASEMENT PER INSTRUMENT NO. 20070504-0047914 WAS FOUND IN COPY OF DOCUMENT PROVIDED.

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Byron Center Avenue from Knollview St. to 44th St.

SITE DATA: Permanent Parcel No.: 41-17-27-101-023

| | | | | |
|----------|---------------------------------|-----------|--------------------|--------------------|
| Parcel: | Christ Lutheran Church | Land Use: | Exempt – Religious | Size: 3.55 (total) |
| Address: | 2350 44 th Street SW | Zoning: | 708 | |

ACQUISITION DESCRIPTION:

Square foot values based on a limited land value study.

Summary of Costs:

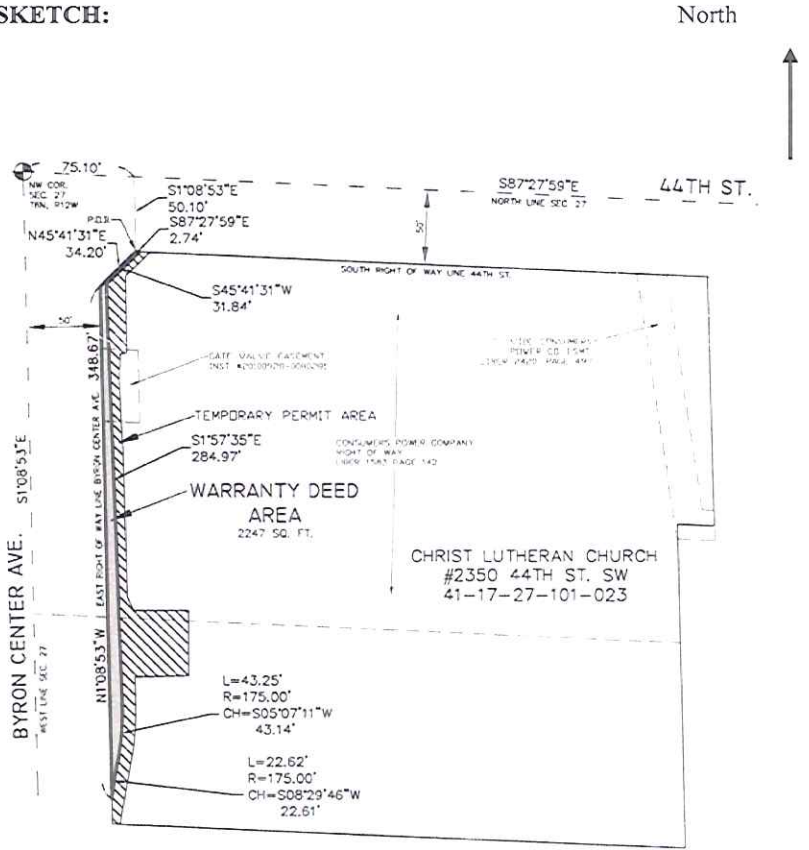
Warranty Deed:
An irregular piece of property located adjacent to Byron Center Avenue as shown on sketch.

Area: 2,247 sft

Temporary Permit:
An irregular piece of property located adjacent to the Warranty Deed area as shown on sketch.

Area: 4,860 sft

SKETCH:




COMPUTATION OF VALUE:


| | |
|--|--------------------|
| LAND ACQUISITION, WARRANTY DEED 2,247 s.f. (Area) X \$ 2.53 / s.f. = \$ 5,684.91 ~ Round to \$5,685.00 | \$ 5,685.00 |
| LAND ACQUISITION, TEMPORARY PERMIT 4,860 s.f. (Area) X \$ 2.53 / s.f. x 10% = \$ 1,229.58 ~ Round to \$1,230.00 | \$ 1,230.00 |

REMARKS:

\$ 6,915.00

Signed: 
 Land Matters, llc
 Deborah S. Poeder

For information call 616.791.9805

Agreed to by: 
 Christ Lutheran Church
 By: CURTIS D. JOHNSON
 Its: PRESIDENT

RESOLUTION NO. _____

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING ON THE PROPOSED
WYOMING COMMUNITY DEVELOPMENT 2020/2021 ONE YEAR ACTION PLAN

WHEREAS:

1. The City of Wyoming has applied for and obtained 44 years of Community Development Block Grant (C.D.B.G.) funds from the Department of Housing and Urban Development.
2. It is necessary to submit a One Year Action Plan application for the 45th program year covering the period of July 1, 2020, through June 30, 2021.
3. On February 5, 2020, the Wyoming Community Development Committee unanimously recommended a proposed Wyoming Community Development 2020/2021 One Year Action Plan.
4. A City Council public hearing is a requirement prior to City Council approval of the Wyoming Community Development 2020/2021 One Year Action Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby set the date of April 6, 2020 at 7:01 P.M. for a public hearing on the Wyoming Community Development 2020/2021 One Year Action Plan.

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 February 17, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT
TO THE WATER RESEARCH FOUNDATION

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize payment to the Water Environment Research Foundation in the amount of \$35,145.
2. Approximately \$18,000 of this total is attributable to the wholesale customer communities and is recovered in the wholesale rates.
3. Funds for the subscription fee are available in the water fund account number 591-591-55300-956.000 and the sewer fund account number 590-590-54300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment to the Water Research Foundation in the amount of \$35,145.

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 February 17, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

Resolution No. _____

STAFF REPORT

Date: February 10, 2020
Subject: Continued Support for the Water Research Foundation
From: Jaime Fleming, Laboratory Services Manager
Date of Meeting: February 17, 2020

RECOMMENDATION:

It is recommended that continued support of the Water Research Foundation be approved via the 2019/2020 subscription period fee in the amount of \$35,145.00.

COMMUNITY, SAFETY, STEWARDSHIP:

By supporting the Water Research Foundation (WRF), we will continue to ensure that all City of Wyoming Utility customers will benefit from ongoing research on a variety of water quality topics including treatment, distribution/collection, chemistry, microbiology, asset management and regulatory compliance.

DISCUSSION:

For more than 28 years, the City of Wyoming Water Treatment Plant has been a subscribing member of the Water Research Foundation. A subscription provides financial support to their research efforts on a variety of water quality topics. In 2019, some topics that were of interest to Wyoming were: asset management, lead and copper water chemistry, PFAS, utility sustainability, and biological nutrient removal.

Our participation with the Water Research Foundation provides access to the research library for an unlimited number of City and customer community employees. As we continue to comply with new regulatory requirements and guidelines, it is important that we have a firm understanding of them. This begins with supporting sound science and research undertaken within our own professional community. Our subscription fee is pooled with those from other utilities, multiplying the benefit we receive, uniting us with other utilities around the country and the world, and reducing the dollar amount that individual utilities would incur if conducting this work on their own. Wyoming should be proud of its ongoing commitment to the Water Research Foundation.

BUDGET IMPACT:

The Water Research Foundation subscription fee covers the drinking water and the wastewater memberships. The drinking water portion of the fee is \$27,031.00, with about \$18,000 attributed to the wholesale customer communities and recovered in the wholesale rates. The wastewater portion of the fee is \$8,114.00. The total subscription fee is \$35,145.00

Funds for this are available in the Water Fund account 591-591-55300-956.000 and the Sewer Fund account 590-590-54300-956.000.

2019



THE
Water
Research
FOUNDATION

6666 W Quincy Avenue Denver, CO 80235-3098
P 303.347.6128 F 303.734.0196
pschrader@waterrf.org

| | |
|------------------------------|----------------------------------|
| | Date November 21, 2019 |
| Subscriber Number 0004522 | Foundation Tax ID 13-6211384 |
| Subscriber Since 1986 | Invoice Number 0004522-2019-1 |

City of Wyoming Water Department
Jaime Fleming
Laboratory Manager
16700 New Holland Rd
Treatment Plant
Holland, MI 49424-5554

| Order No. | Description | Total Commitment |
|------------|--|--------------------|
| 7000125784 | WRFMBR - Utility Membership - Waste Water 01-Nov-2019 to 31-Oct-2020 | \$8,114.00 |
| 7000133657 | WRFMBR - Utility Membership 01-Nov-2019 to 31-Oct-2020 | \$27,031.00 |
| | Amount Due: | \$35,145.00 |

You may request wire instructions by contacting pschrader@waterrf.org



THE
Water
Research
FOUNDATION

6666 W Quincy Avenue Denver, CO 80235-3098
P 303.347.6128 F 303.734.0196
pschrader@waterrf.org

Detach and return with payment

Please make check payable to: **The Water Research Foundation**

| | |
|------------------------------|----------------------------------|
| | Date November 21, 2019 |
| Subscriber Number 0004522 | Invoice Number 0004522-2019-1 |

| Order No. | Description | Amount Due |
|-----------------------------|---------------|-----------------|
| 7000125784 | MBRUTILITY-WW | \$35,145.00 |
| 7000133657 | MBRUTILITY | |
| Revised Invoice Requested? | | Amount Enclosed |
| Yes No | | |

City of Wyoming Water Department
Jaime Fleming
Laboratory Manager
16700 New Holland Rd
Treatment Plant
Holland, MI 49424-5554

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR
WATER METERS, STRAINERS AND METER EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, Ferguson Waterworks has offered to extend their current bid pricing for water meters, strainers and meter equipment through December 31, 2020.
2. Funds are budgeted in the water fund, transmission and distribution, meters account number 591-591-56500-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for water meters, strainers and meter equipment through December 31, 2020.
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 February 17, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Letter
- Tabulation Sheets

Resolution No. _____

STAFF REPORT

Date: January 30, 2020

Subject: Bid Extension – Water Meters, Strainers and Meter Equipment

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: February 17, 2020

RECOMMENDATION:

It is recommended that the City Council extend the Bid for Water Meters, Strainers and Meter Equipment to Ferguson Waterworks for the 2020 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

Water meters are used for billing both water and sewer use for all customers in the City. The City utilizes two meter manufacturers, Sensus and Neptune, in order to match the best meter with the most appropriate application thereby ensuring fair and equitable water and sewer billing. Water meters are replaced based on age and condition throughout the community, and all meet the definition of “lead free” as defined within the Safe Drinking Water Act.

DISCUSSION:

On January 8, 2019, three bids were received for water meters, strainers and meter equipment out of twenty invitations to bid that were sent to prospective bidders. One bidder provided an alternate bid that did not meet meter specifications. On January 21, 2019, the City Council awarded the aforementioned bid to ETNA Supply Company and Ferguson Waterworks for a period of one year (resolution number 26275). ETNA Supply Company supplies Sensus brand water meters, and Ferguson Waterworks provides Neptune brand water meters.

On September 16, 2019, the City Council approved a contract with ETNA Supply Company that included using the City of Grand Rapids Bid #890-45-28 pricing for Sensus brand water meters (resolution number 26490). This Sensus meter pricing structure was beneficial to the City since it was for a period of at least three years and had unit pricing that was lower than the original 2019 City bid.

As mentioned, the City also uses Neptune brand water meters for certain (primarily residential) applications. Ferguson Waterworks has agreed to extend their pricing from the 2019 Bid for Water Meters, Strainers and Meter Equipment for the 2020 calendar year as the attached extension letter and 2019 bid tabulation indicate.

It is estimated that the City will spend approximately \$170,000 this calendar year on water meter replacements. These replacements will occur in conjunction with the AMI project and are AMI compatible.

BUDGET IMPACT:

Sufficient funds are available in the water fund, transmission and distribution, meters account number 591-591-56500-775.000.

ATTACHMENTS:

Ferguson Waterworks Extension Letter

Bid Tabulation from the 2019 Bid for Water Meters, Strainers and Meter Equipment



January 28, 2020

City of Wyoming
1155 28th Street SW
P.O.Box 905
Wyoming, Michigan 49509-0905

Re: 2019 "Bid for Water Meters, Strainers and Meter Equipment" Extension

Dear Mr Vis,

Ferguson Water Works Meter and Automation is excited to provide the City of Wyoming with a price extension for the 2019 "Bid for Water Meters, Strainers and Meter Equipment" Through December of 2020. We look forward to providing or exceeding the level of service that City of Wyoming expects and we are extremely grateful to extend our metering partnership. In addition to the original 2019-meter bid, we have included two proven items which are similar to the Sensus Omni, but performance more comparable to a compound meter and do not require a strainer:

| Meter | Lay Length | Quantity | Cost per unit |
|---------------------------------------|------------------|----------|---------------|
| 1.5" Mach 10 CF Ultrasonic(pit rated) | 10" and 13" | 1 | \$ 616.44 |
| 2" Mach 10 CF Ultrasonic(Pit rated) | 10", 15.25", 17" | 1 | \$ 753.42 |

3", 4", 6" is in process of certification and estimated to be released later in the spring

Please let us know if there is anything we can provide in terms of service or information, I would like to take this opportunity to thank you for your continued partnership with us.

My Best,

Mathew Rizzo
Ferguson Waterworks
248-677-9787
matt.rizzo@ferguson.com

City of Wyoming, Michigan
 TABULATION OF BIDS FOR
 WATER METERS, STRAINERS, AND METER EQUIPMENT
 Opened by City Clerk on January 8, 2019 at 11:00 a.m.

| RESIDENTIAL WATER METERS | | | | | | | | |
|--|----------------------|------------------------------|------------------------------|--------------------|------------------------------|------------------------------|--------------------|--|
| Positive Displacement Type | | | | | | | | |
| | | ETNA SUPPLY | | | FERGUSON WATERWORKS | | | |
| | | Inside | Pit | | Inside | Pit | | |
| Description | Specification | Application Bid Price (each) | Application Bid Price (each) | Rebuild Kit (each) | Application Bid Price (each) | Application Bid Price (each) | Rebuild Kit (each) | |
| 5/8" X 3/4" Positive displacement type with register | Neptune T-10 Encoder | | | | \$101.00 | \$115.00 | \$33.00 | |
| 1" Positive displacement type with register | Neptune T-10 Encoder | | | | \$202.00 | \$216.00 | \$52.00 | |
| 5/8" X 3/4" Positive displacement type with register | Sensus SR11 | \$92.00 | \$106.00 | | | | | |
| 1" Positive displacement type with register | Sensus SR11 | \$170.00 | \$188.00 | | | | | |
| 5/8" X 3/4" Positive displacement type with register | Sensus AccuStream | \$82.00 | \$90.00 | | | | | |
| 1" Positive Displacement type with register | Sensus AccuStream | \$140.00 | \$150.00 | | | | | |
| Electromagnetic Type | | | | | | | | |
| 3/4" X 3/4" Electromagnetic type with register | Sensus iPEarl | \$130.00 | \$130.00 | | | | | |
| 1" Electromagnetic type with register | Sensus iPEarl | \$210.00 | \$210.00 | | | | | |
| Ultrasonic Type | | | | | | | | |
| 5/8" X 3/4" Ultrasonic type with register | Neptune Mach 10 | | | | \$187.00 | \$187.00 | N/A | |
| 1" Ultrasonic type with register | Neptune Mach 10 | | | | \$254.00 | \$254.00 | N/A | |

COMMERCIAL WATER METERS

| | | Turbine Meter with Strainer | | | | | |
|--|----------------------------------|-------------------------------------|----------------------------------|--------------------|-------------------------------------|----------------------------------|--------------------|
| | | ETNA SUPPLY | | | FERGUSON WATERWORKS | | |
| Description | Specification | Inside Application Bid Price (each) | Pit Application Bid Price (each) | Rebuild Kit (each) | Inside Application Bid Price (each) | Pit Application Bid Price (each) | Rebuild Kit (each) |
| 1.5" Turbine type with strainer and register | Neptune High Performance Turbine | | | | \$976.00 | \$976.00 | \$325.00 |
| 2" Turbine type with strainer and register | Neptune High Performance Turbine | | | | \$976.00 | \$976.00 | \$325.00 |
| 3" Turbine type with strainer and register | Neptune High Performance Turbine | | | | \$1,700.00 | \$1,700.00 | \$475.00 |
| 4" Turbine type with strainer and register | Neptune High Performance Turbine | | | | \$2,541.00 | \$2,541.00 | \$625.00 |
| 6" Turbine type with strainer and register | Neptune High Performance Turbine | | | | \$4,300.00 | \$4,300.00 | \$925.00 |
| 8" Turbine type with strainer and register | Neptune High Performance Turbine | | | | \$6,698.00 | \$6,698.00 | \$1,225.00 |
| 10" Turbine type with strainer and register | Neptune High Performance Turbine | | | | \$10,653.00 | \$10,653.00 | \$1,525.00 |
| 1.5" Turbine type with strainer and register | Sensus Omni | \$772.50 | | | | | |
| 2" Turbine type with strainer and register | Sensus Omni | \$910.00 | | | | | |
| 3" Turbine type with strainer and register | Sensus Omni | \$1,140.00 | | | | | |
| 4" Turbine type with strainer and register | Sensus Omni | \$2,210.00 | | | | | |
| 6" Turbine type with strainer and register | Sensus Omni | \$3,575.00 | | | | | |
| 8" Turbine type with strainer and register | Sensus Omni | \$8,510.00 | | | | | |
| 10" Turbine type with strainer and register | Sensus Omni | \$12,200.00 | | | | | |

COMMERCIAL WATER METERS

| | | Turbine Meter Without Strainer | | | | | |
|---------------------------------|----------------------------------|--------------------------------|-------------|-------------|---------------------|-------------|-------------|
| | | ETNA SUPPLY | | | FERGUSON WATERWORKS | | |
| Description | Specification | Inside | Pit | Rebuild Kit | Inside | Pit | Rebuild Kit |
| | | Application | Application | | Application | Application | |
| | | Bid Price | Bid Price | (each) | Bid Price | Bid Price | (each) |
| | | (each) | (each) | | (each) | (each) | |
| 1.5" Turbine type with register | Neptune High Performance Turbine | | | | \$574.00 | \$574.00 | \$325.00 |
| 2" Turbine type with register | Neptune High Performance Turbine | | | | \$574.00 | \$574.00 | \$325.00 |
| 3" Turbine type with register | Neptune High Performance Turbine | | | | \$989.00 | \$989.00 | \$475.00 |
| 4" Turbine type with register | Neptune High Performance Turbine | | | | \$1,291.00 | \$1,291.00 | \$625.00 |
| 6" Turbine type with register | Neptune High Performance Turbine | | | | \$2,438.00 | \$2,438.00 | \$925.00 |
| 8" Turbine type with register | Neptune High Performance Turbine | | | | \$3,573.00 | \$3,573.00 | \$1,225.00 |
| 10" Turbine type with register | Neptune High Performance Turbine | | | | \$5,612.00 | \$5,612.00 | \$1,525.00 |
| 1.5" Turbine type with register | Sensus Omni | | | | | | |
| 2" Turbine type with register | Sensus Omni | \$910.00 | \$910.00 | | | | |
| 3" Turbine type with register | Sensus Omni | | | | | | |
| 4" Turbine type with register | Sensus Omni | | | | | | |
| 6" Turbine type with register | Sensus Omni | | | | | | |
| 8" Turbine type with register | Sensus Omni | | | | | | |
| 10" Turbine type with register | Sensus Omni | | | | | | |

COMMERCIAL WATER METERS

Compound Meter

| | | ETNA SUPPLY | | FERGUSON WATERWORKS | |
|---------------------------------|-----------------|------------------|--------|----------------------------------|------------|
| Description | Specification | Rebuild Kit | | Rebuild Kit | |
| | | Bid Price (each) | (each) | Bid Price (each) | (each) |
| 2" Compound type with register | Neptune Tru/Flo | | | \$1,434.00 | \$655.00 |
| 3" Compound type with register | Neptune Tru/Flo | | | \$2,008.00 | \$954.00 |
| 4" Compound type with register | Neptune Tru/Flo | | | \$2,724.00 | \$1,250.00 |
| 6" Compound type with register | Neptune Tru/Flo | | | \$4,588.00 | \$1,900.00 |
| 8" Compound type with register | Neptune Tru/Flo | | | \$14,000.00 HP Protectuss III | N/A |
| 10" Compound type with register | Neptune Tru/Flo | | | \$16,236.00 HP Protectuss III | N/A |
| 2" Compound type with register | Sensus Omni C2 | \$1,440.00 | | | |
| 3" Compound type with register | Sensus Omni C2 | \$1,825.00 | | | |
| 4" Compound type with register | Sensus Omni C2 | \$3,150.00 | | | |
| 6" Compound type with register | Sensus Omni C2 | \$5,450.00 | | | |
| 8" Compound type with register | Sensus Omni C2 | \$8,510.00 | | | |
| 10" Compound type with register | Sensus Omni C2 | \$11,900.00 | | | |

| COMMERCIAL WATER METERS | | | | | | | |
|---|----------------------|-------------|-------------|-------------|---------------------|-------------|-------------|
| Positive Displacement Meter | | | | | | | |
| | | ETNA SUPPLY | | | FERGUSON WATERWORKS | | |
| Description | Specification | Inside | Pit | Rebuild Kit | Inside | Pit | Rebuild Kit |
| | | Application | Application | | Application | Application | |
| | | Bid Price | Bid Price | (each) | Bid Price | Bid Price | (each) |
| | | (each) | (each) | | (each) | (each) | |
| 1.5" Positive displacement type with register | Neptune T-10 E-coder | | | | \$397.00 | \$411.00 | \$112.00 |
| 2" Positive displacement type with register | Neptune T-10 E-coder | | | | \$517.00 | \$531.00 | \$145.00 |

| FIRE HYDRANT WATER METERS | | | |
|------------------------------------|---|------------------|---------------------|
| | | ETNA SUPPLY | FERGUSON WATERWORKS |
| Description | Specification | Bid Price (each) | Bid Price (each) |
| 3" Fire hydrant type with register | Metron-Farnier Voyager 80 with Innov8 Electronic Register | | |
| 3" Fire hydrant type with register | Neptune Fire Hydrant Meter | | \$980.00 |
| 3" Fire hydrant type with register | Sensus Omni Fire Hydrant (H2) Meter | \$1,550.00 | |

STRAINERS

| | | ETNA SUPPLY | FERGUSON WATERWORKS |
|-------------|---------------|------------------|------------------------|
| Description | Specification | Bid Price (each) | Bid Price (each) |
| 1.5" | | | \$402.00 |
| 2" | | | \$402.00 |
| 3" | | | \$711.00 |
| 4" | | | \$1,250.00 |
| 6" | | | \$1,862.00 |
| 8" | | | \$3,125.00 |
| 10" | | | \$5,041.00 |

| METER INTERFACE UNIT | | | | |
|-----------------------------------|------------------------------|----------------------------------|------------------------------|----------------------------------|
| | | ETNA SUPPLY | | FERGUSON WATERWORKS |
| Description | Non-Pit | | Non-Pit | |
| | Application Bid Price (each) | Pit Application Bid Price (each) | Application Bid Price (each) | Pit Application Bid Price (each) |
| Neptune R-900 | | | \$84.00 | \$102.00 |
| Sensus 510M (non-pit) single port | \$140.00 | | | |
| Sensus 510M (non-pit) dual port | \$150.00 | | | |
| Sensus 520M (pit) single port | \$140.00 | | | |
| Sensus 520M (pit) dual port | \$150.00 | | | |

| WALL MOUNT TOUCH PAD | | | |
|----------------------|--|-------------|---------------------|
| | | ETNA SUPPLY | FERGUSON WATERWORKS |
| Description | | | Bid Price (each) |
| Wall mount touch pad | | | \$5.00 |

| TOUCH PAD METER READING DEVICE | | | |
|--------------------------------|----------------------------|------------------|---------------------|
| | | ETNA SUPPLY | FERGUSON WATERWORKS |
| Description | Specification | Bid Price (each) | |
| | | | |
| Meter reading device | Fieldlogic Handheld device | \$8,000.00 | |
| | Advantage Probe | | \$1,227.00 |

Honeywell Smart Energy provided a meter substitution that did not comply with the meter specifications identified in the bid. Therefore, the alternate meters provided are not included in this bid tabulation.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received has been reviewed and evaluated as per the attached Staff Reports.

NOW, THEREFORE, BE IT RESOLVED:

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

| Item | Recommended Bidder | Cost |
|---------------------------|--|---|
| Ion Chromatography System | Brinkmann Instruments Inc. dba Metrohm USA Inc. | \$49,063.85 |
| Community Cleanup Day | Plummers Disposal Service | Bid prices as shown on the attached Staff Report |

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract with Metrohm USA for the purchase of the ion chromatography system.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract with Plummers Disposal Service for the community cleanup day services.

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 February 17, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
City Standard Contracts

Resolution No. _____

STAFF REPORT

Date: February 5, 2020
Subject: Purchase of Ion Chromatography System
From: Jaime Fleming, Laboratory Services Manager
Date of Meeting: February 17, 2020

RECOMMENDATION:

It is recommended that the bid for an ion chromatography instrument be awarded to Brinkmann Instruments Inc. dba Metrohm USA Inc. in the amount of \$49,063.85.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Lead and Copper Rule requires measurement of certain characteristics to determine the effect the water may have on the release of metal from piping and fixtures. Historically, Wyoming and its customer communities were each required to take these measurements at a small number of locations once every three years. With the update to Michigan's Lead and Copper Rule in 2018, the number of samples was increased tenfold and the frequency increased to quarterly.

Wyoming is fortunate to have laboratory team members that are skilled in many types of analysis. Their expertise makes it possible to utilize advanced technologies to conduct testing more efficiently while limiting the need to pay for services of a commercial laboratory. An ion chromatography system is a semi-automated instrument that would replace the current labor-intensive, manual methods.

BUDGET IMPACT:

The lone bid received from Brinkmann Instruments Inc. dba Metrohm USA Inc. in the amount of \$49,063.85 including shipping, installation and onsite training met the specification requirements. Fifty-four invitations to bid were sent to prospective bidders.

Funds for this purchase are available in the Water Fund account 591-591-57300-986.444.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions (“**Standard Terms**”) apply to any contracts to which the City of Wyoming (the “**City**”) is a party (“**City Contract**”) unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or below, the party contracting with the City (“**Contractor**”) attests it complies with and will comply with these Standard Terms.
2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. Permits and Inspections. Unless the City Contract or the Proposal states otherwise, Contractor will, without expense to the City, obtain all licenses and permits required to lawfully perform the work under the City Contract and furnish copies of those licenses and permits to the City before commencing work. Contractor will also ensure all inspections required by local, state, and federal agencies and codes are performed.
4. Grant Compliance. If state or federal grant funds have been identified to Contractor as a source of payment for any part of the project, by signing the contract, Contractor (i) represents the Contractor has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. Qualifications. Contractor represents and promises that:
 - A. Contractor has and will maintain and any personnel engaged by Contractor to provide services or perform work under the City Contract have and will maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
 - C. If the City Contract is for a CDBG, federal and/or state funded project, Contractor and subcontractors are not listed on the US-HUD listing of debarred and suspended participants.
 - D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - E. Neither Contractor nor any subcontractor is an “Iran linked business” under Michigan’s Iran Economic Sanctions Act, 2012 PA 517.
6. Nondiscrimination. Contractor and its subcontractors will not discriminate against an employee or an employment applicant in hiring, terms and conditions of employment, or employment-related matters related because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee’s or applicant’s ability to perform the duties of a job or position. “Sex” includes sexual orientation and gender identity or expression. “Gender identity or expression” means the perception by an individual or other person of the gender identity, appearance, behavior, or expression of the individual whether or not that gender identity, appearance, behavior, or expression is different from the gender identity, appearance, behavior, or expression traditionally associated with the sex assigned to the individual at birth. “Sexual orientation” means the term as defined by Michigan Civil Service Commission Rule 9-1. Contractor and its subcontractors will comply with applicable laws, rules, regulations regarding discrimination and inclusion (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the website: <https://www.eeoc.gov/>).
7. Ethical Standards. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Contractor will immediately notify the City of any change in this circumstance.
8. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or project to which it relates shall not be made without the City Manager’s prior written approval and only in accordance with the written terms provided in that approval.
9. W-9. Before beginning work, Contractor and subcontractors will return by e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form).

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

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

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

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

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

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

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

17. Insurance.

| |
|--|
| COMMERCIAL GENERAL LIABILITY |
| Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. |
| AUTOMOBILE LIABILITY INSURANCE |

| |
|--|
| Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence |
| WORKERS' DISABILITY COMPENSATION |
| Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law. |
| EXCESS/UMBRELLA INSURANCE |
| Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies). |
| ADDITIONAL INSURED |
| If the City Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: the City and all its elected and appointed officials, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any insurance the City may have will be secondary and/or excess. |

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

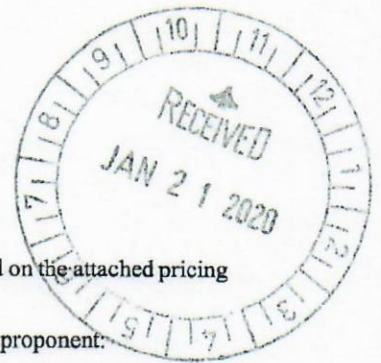
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

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

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

ACKNOWLEDGEMENT

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



BID/PROPOSAL FORM

Bid/Proposal for one Ion Chromatography System

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached pricing sheet.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder/contractor a:

Woman Owned Company?

YES

NO

Minority Owned Company?

Section 3 Certified Contractor?

If yes, Duns #: _____

Brinkmann Instruments Inc., dba Metrohm USA Inc.

[Proponent's full name]

Derrick Rowe

[Signature for proponent]

Derrick Rowe / COO

[Printed name and title of person signing]

Michael Allen

[2nd signature for proponent]

Michael Allen / VP of Marketing

[Printed name and title of 2nd person signing]

Date signed: _____

9250 Camden Field Pkwy

[Proponent's street address]

866-638-7646

[Proponent's business phone]

Riverview

[City]

FL

[State]

33578

[Zip]

office - 813-316-4761

[Cell phone number(s) of person(s) signing for proponent]

derrick.rowe@metrohmusa.com

[E-mail address(es) of person(s) signing for proponent]

Corporation - Delaware

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



PRICING SHEET
Ion Chromatography System.

Price for Ion Chromatography System:

\$ 49,063.85 For One

The Ion Chromatography System bid must be:

1. Capable of meeting or exceeding all performance criteria as specified in E.P.A. method 300.0.

Yes No

If no, explain _____

2. Include automated sampler equipped with inline sample ultrafiltration (0.2 microns) and a capacity of at least 50 samples.

Yes No

If no, explain _____

3. Include method appropriate detector, suppressor, columns, accessories, reagents, and other consumables for initial startup and method development for Part A anion analysis.

Yes No

If no, explain _____

4. Include Windows based PC with instrument control software for data acquisition, handling, and reporting; PC shall have Windows 10 PRO operating platform and be equipped with a printer.

Yes No

If no, explain _____

5. Include all necessary fittings and communication cables for connections between the IC, autosampler, and PC.

Yes No

If no, explain _____

6. On-site training for two technicians and technical support for method development at no additional charge.

Yes No

If no, explain _____

7. Carry a minimum of a one-year (1) year warranty on parts and labor for all mechanical and electronic components. The one-year warranty shall begin once the instrument has been installed and successful performance has been demonstrated.

Yes No

If no, explain _____



STAFF REPORT

Date: February 10, 2020
Subject: Community Cleanup Day
From: David Rupert, Inspections Supervisor
Cc: Rebecca Rynbrandt, Director of Community Services
Meeting Date: February 17, 2020

RECOMMENDATION

The Looks Good/Feels Good Strategic Planning Committee has identified blight as an ongoing issue in our community. Over the past four years the City has supported an annual cleanup day to help reduce blight within the city. This year we are seeking funding for this event and recommend approving the proposal from Plummers Disposal Service with additional funds for paid staff and event supplies.

COMMUNITY, SAFETY, STEWARDSHIP

The annual cleanup day has been successful at reducing accumulated garbage, litter, and debris throughout the community. Last year's event collected 55.77 tons of refuse, (44 roll off containers) 6,442 pounds of household hazardous waste from 443 vehicles passing through the event. Additional undocumented items collected, on site, include items donated to the Salvation Army, recycled metal, mattresses and tires collected.

This event directly impacts the removal of garbage litter and debris thereby reducing the potential that they contribute to blighting influences within the community.

Removing potential code violations from properties helps ensure that all neighboring property values are maximized. Property owners throughout the community are invited to share in the benefits of the event.

Blight has a direct impact on property values. Well maintained properties have a positive impact on their neighborhoods. Well maintained neighborhoods have a positive impact on their communities. The elimination of blighting influences adds value to the community.

The annual Cleanup Day event is a valuable tool that the community leverages to help ensure properly maintained properties. The elimination of blight and the city's commitment to that end provides a high level of quality service to the citizens of Wyoming.

DISCUSSION

On October 29, 2019, one response was received in answer to our invitation to submit proposals for the annual community cleanup day. Thirty-five invitations to submit proposals were sent to prospective bidders.

City Council has supported four previous Cleanup Day events; this request is for the fifth. Previous events proved very successful. Other entities are invited to collaborate in the event and have done so over the years. Collaborators include:

- Kent County Recycling
- Kent County Hazardous Waste
- Salvation Army

In addition to the volumes of items listed above, staff documented approximately 400 vehicles pass through the event each year. Last year 443 vehicles processed through the event. Among the thousands of pounds of garbage litter and debris collected include:

- Potential Blighting Influences:
 - Household hazardous waste
 - Tires
 - Mattresses
 - Furniture
 - Damaged exterior toys and other debris
 - Paper and cardboard
 - Spent building materials
 - Select electronics

BUDGET IMPACT

The Public Works Department has identified that up to four employees will be necessary to perform work directly related to public works activities to successfully accomplish the tasks for the event. Additional funds for supplies are also included.

Estimated expenses are as follows:

| Type | Account Number | Fee |
|------------------------------------|-----------------------|----------|
| Staff | | \$1,600 |
| Supplies | | \$300 |
| Plummers Disposal Service Proposal | | \$13,263 |
| Total | 230-441-44300-956.000 | \$15,391 |

CITY OF
Wyoming
MICHIGAN

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

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

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

"Effective Date" means: January 16, 2020.

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

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

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

"Contractor" means: Plummers Disposal Service
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1160 Electric Ave
[Contractor's street address]
Wayland, MI 49348
[Contractor's city, state & zip]

TERMS AND CONDITIONS

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

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

None.

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

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

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

CITY OF WYOMING

Plummers Disposal Service

By: _____
Curtis L. Holt, City Manager

By: _____
[Signature officer, director or principal of Contractor]
Nicholas W. Plummer, President

Date signed: _____, 20__

[Typed/Printed Name & Title of Person Signing for Contractor]
Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

5. Qualifications. Contractor represents and promises that:

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

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

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors 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 this 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 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 with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

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

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

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

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

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

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

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

10. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any

copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

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

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

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

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

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

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

17. Insurance.

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

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

18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Contractor shall retain copies of all records related to the City Contract, including, without limitation, items supplied or used in performance of the City Contract, and all work under the City Contract for at least 6 years after completion of the City Contract. Contractor shall, upon the City's request, allow inspection, auditing and copying of all retained records.

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

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

ACKNOWLEDGEMENT

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

EXHIBIT B

PRICING SHEET

Disposal Services Community Cleanup Day

Total price to provide all labor to set up and remove all equipment and materials: \$0.00 - Free initial delivery and Free final removal

State a minimum number of staff members proposed to assist during the timeline of the event: 10 - 13

Additional Cost: Hi-Lo and Licensed Driver: \$195.00, includes delivery and removal

State any stipulations: _____

State price to exchange and haul away each 20-yard container: \$ 297.00 /each

Mattresses and box springs: \$ \$15.00 /each

State any stipulations: To be paid by resident to Plummers Disposal. \$0.00 to the City of Wyoming.

Tires: \$ 10.00 /each

State any stipulations: \$10 if whole. Free if cut in half. To be paid by resident to Plummers Disposal. \$0.00 to the City of Wyoming

As stated herein number of portable restrooms at no additional charge 4 - 6 (4 were on-site in 2019) \$0.00 to the City of Wyoming
2 Pink and 2 Orange portable restrooms

Minimum charge: \$4,950.00

Base Fee: \$6,135.00 (to include a maximum of 20 containers)

* Minus Metal Rebate

\$6,135.00 includes Plummers Disposal exchanging 20, 20-yard containers, the Disposal, Hi-Lo and Labor

* Plummers Disposal will list the City of Wyoming as Additionally Insured, see attached Certificate Of Insurance

* All Plummers Disposal employees will wear steel toe boots, cut resistant gloves and Hi Visibility Clothing

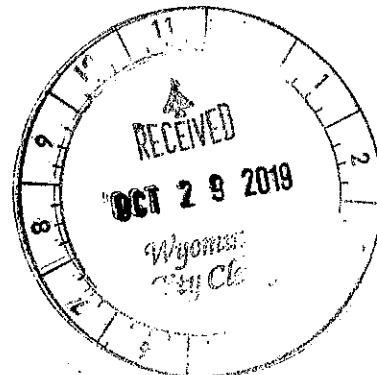
* Includes site visit with Nicholas Plummer pre-cleanup to discuss logistics

* Plummers Disposal will follow all City, County, State and Federal Laws, Rules and Regulations.

* No Yard Waste

* No Liquids

* No Hazardous Materials



BID/PROPOSAL FORM

Disposal Services for the 2019 Community Cleanup Day

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached pricing sheet.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder/contractor a:

| | <u>YES</u> | <u>NO</u> |
|---------------------------------|--------------------------|-------------------------------------|
| Woman Owned Company? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Minority Owned Company? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Section 3 Certified Contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes, Duns #: _____

Plummers Disposal Service

[Proponent's full name]

Nicholas W. Plummer

[Signature for proponent]

Nicholas W. Plummer

[Printed name and title of person signing]

[2nd signature for proponent]

[Printed name and title of 2nd person signing]

Date signed: 10-17-19

1160 Electric Ave

[Proponent's street address]

616-261-4344

[Proponent's business phone]

Wayland

[City]

ME

[State]

49347

[Zip]

616-813-5800

[Cell phone number(s) of person(s) signing for proponent]

nick@plummersdisposal.com

[E-mail address(s) of person(s) signing for proponent]

Corporation

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]

ORDINANCE NO. 2-20

ORDINANCE TO AMEND CHAPTER 1 OF THE CODE OF ORDINANCES BY ADDING SECTION 1-30 TO AUTHORIZE THE CITY ATTORNEY TO ISSUE MUNICIPAL CIVIL INFRACTION AND UNIFORM LAW CITATIONS AND NOTICES AND AMENDING CHAPTER 50, ARTICLE I, BY ADDING SECTION 50-5 TO PROHIBIT CREATING A DISTURBANCE AND PROVIDING PENALTIES FOR VIOLATIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 1 of the Code of the City of Wyoming, Michigan, is amended by adding section 1-30 to read as follows:

Sec. 1-30. – Authority of city attorney to issue citations.

In addition to those officials authorized by sections 1-27 and 1-28 the city attorney is authorized to issue municipal civil infraction citations and notices and uniform law citations.

Section 2. That Chapter 50, Article I, of the Code of the City of Wyoming, Michigan, is amended by adding section 50-5 to read as follows:

Sec. 50-5. – Creating a disturbance.

(1) No person shall by (i) loud arguing, shouting, yelling, whistling or use of any sound producing or amplifying device, (ii) physical contact with another person or the property of another person, (iii) words or actions that a reasonable person would deem threatening to or intended to intimidate another person, or (iv) fighting or quarreling with another person to create a disturbance that:

- (a) Can be heard outside the dwelling unit in which the conduct is occurring;
- (b) Can be heard from more than 50 feet from the conduct;
- (c) Results in injury to any person or damage to any property;
- (d) Another person believes to be threatening or intimidating or that makes another person fearful;
- (e) Causes an observer to reasonably believe any person who is a participant in the actions may be in danger of personal injury; or
- (f) Causes an observer to reasonably believe public property or private property owned by a person other than the person making contact with it will be damaged as a result of that contact.

(2) No person shall falsely allege to a city officer or city officer that another person has violated this Code.

(3) A violation of this section shall be a municipal civil infraction punishable by a fine of \$250 for a first offense and \$500 for any subsequent offense. In addition to any fine, the court may order compliance with this Code and, to prevent recurrence of a violation of this section, may order a person who, either by a plea or by a court finding, is responsible for a violation of this section to engage in or refrain from actions that might lead to recurrence of a violation of this section.

Section 3. That this ordinance shall take effect on _____, 2020.

I hereby certify that this Ordinance was adopted by the Wyoming City Council at a regular meeting held on February 17, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: January 6, 2020
Subject: Amendment to Civil Infraction Ordinance Provisions
From: Scott Smith, City Attorney
Meeting Date: January 13, 2020 Work Session/January 20, 2020 Council Meeting

RECOMMENDATION:

Adopt the Ordinance Amending Chapter 1 of the City Code by Adding Section 1-30 to Authorize the City Attorney to Issue Municipal Civil Infraction and Uniform Law Citations and Notices and Amending Chapter 50, Article I, by Adding Section 50-5 to Prohibit Creating a Disturbance and Providing Penalties for Violations.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The ordinance will enable the city prosecutor to substitute a civil infraction charge for a misdemeanor charge in suitable cases where the resulting penalty is unlikely to change, and it is in the best interests of the city and justice.

Safety – The ordinance will continue to protect area residents and businesses by ensuring there is an additional option in cases where neither a misdemeanor conviction nor dismissal is appropriate.

Stewardship – The ordinance may reduce prosecution and misdemeanor defense costs.

BUDGET IMPACT:

It is hoped this ordinance will help control prosecution and defense costs.

DISCUSSION:

The city currently contracts with a law firm for city prosecution services and with the Kent County Office of the Defender (“KCOD”) for defense of indigent persons charged with misdemeanors. If a case can result in a jail sentence (as is true, but most often unlikely, for most misdemeanors), indigent persons must be assigned defense counsel.

Most KCOD indigent defense costs are paid from state grant funds. But, with increased numbers of defendants represented by lawyers there have been fewer pleas at arraignments, more pretrial conferences, and more requests for trials. Increasingly, some defendants are reluctant to plead guilty to misdemeanors because they believe that plea or conviction may affect their qualification for or retention jobs, professional licenses, etc. Often, the same punishment, a fine, will result from either a misdemeanor or civil infraction charge. Conversely, in some case circumstances, a jail sentence or probation with the possibility of jail are most appropriate so a civil infraction charge would be inappropriate.

Currently, for some circumstances, there is no suitable civil infraction to which a defendant can plead responsible in exchange for dismissal of a misdemeanor. Current city ordinances also do not expressly allow the city attorney to issue a civil infraction citation, so the court has required an officer to issue a citation if a civil infraction charge is to be substituted for a misdemeanor charge. It may also be helpful to enable police officers to choose whether to charge an individual with a civil infraction or a misdemeanor.

This ordinance amendment will provide police officers and city prosecutors options to use in appropriate circumstances, depending on the type of offense, the severity of the incident, extenuating or complicating circumstances, the defendant’s record, the defendant’s cooperation or recalcitrance, and other factors. Because in many cases the resulting punishment will be the same, offering the option of replacing a misdemeanor charge with a civil infraction may help control prosecution and defense costs.

01/20/20

ORDINANCE NO. 3-20

ORDINANCE TO AMEND THE CODE OF ORDINANCES BY ADDING
SUBSECTIONS (5) AND (6) TO CHAPTER 30, ARTICLE VI, SECTION 30-203 TO
DESCRIBE ADDITIONAL AREAS FOR WATER WELL RESTRICTIONS

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 30, article VI, section 30-203 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Restricted Zone," is amended by adding subsections (5) and (6) to read as follows:

(5) *Southwest Corner of Burlingame Avenue SW- 36th Street SW Restricted Zone.* The Southwest Corner of Burlingame Avenue SW and 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows:

Area depicted on the attached Exhibit A and described as having a Northern border along the right-of-way line of 36th Street SW; western border along the right-of-way line of Oak Valley Avenue SW; eastern border along the right-of-way line of Burlingame Avenue SW; and a southern border following the south property lines of parcels 41-17-22-227-100, 41-17-22-227-032, 41-17-22-228-012, 41-17-22-228-092 and including 22 additional parcels numbers 41-17-22-227-082, 41-17-22-227-083, 41-17-22-227-002, 41-17-22-227-003, 41-17-22-227-004, 41-17-22-227-005, 41-17-22-227-006, 41-17-22-227-099, 41-17-22-227-026, 41-17-22-227-027, 41-17-22-227-028, 41-17-22-227-029, 41-17-22-227-030, 41-17-22-227-031, 41-17-22-228-103, 41-17-22-228-003, 41-17-22-228-109, 41-17-22-228-099, 41-17-22-228-104, 41-17-22-228-078, 41-17-22-228-010, and 41-17-22-228-011 that lie within the boundaries of the SW Corner of Burlingame and 36th Street Area Restricted Zone.

41-17-22-227-100 – 3632 Oak Valley Ave SW
PART OF LOT 41 COM AT SW COR OF SD LOT 41 TH S 87D 19M 00S E 303.90 FT TO SE COR OF LOT 41 TH N 0D 02M 36S W 105.50 FT TO A PT 41.50 FT S ALONG E LINES OF LOTS 42 & 41 FROM N LINE OF S 15 FT OF SD LOT 42 TH N 87D 00M 00S W 166.75 FT TH S 60D 00M 00S W 60.0 FT TH W 85.0 FT TO W LOT LINE TH S 70.0 FT TO BEG * ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-032 – 3615 Minnie Ave SW
LOT 87. OAK GROVE PLAT.

41-17-22-228-012 – 3616 Minnie Ave SW
LOTS 67 & 68. OAK GROVE PLAT.

41-17-22-228-092 – 3623 Burlingame Ave SW
LOT 7 EX E 3 FT ALSO LOT 8. OAK GROVE PLAT.

41-17-22-227-082 – 3604 Oak Valley Ave SW
LOT 3 EX S 120 FT. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-083 – 3610 Oak Valley Ave SW
S 120 FT OF LOT 3. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-002 – 1716 36th St SW
LOT 2. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-003 – 1706 36th St SW
LOT 1. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-004 – 1652 36th St SW
LOT 79 EX E 15 FT ALSO LOT 80. OAK GROVE PLAT.

41-17-22-227-005 – 3601 Minnie Ave SW
LOT 78 ALSO E 15 FT OF LOT 79. OAK GROVE PLAT.

41-17-22-227-006 – 3620 Oak Valley Ave SW
LOT 42 EX S 15 FT. ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-026 - 3603 Minnie Ave SW
LOT 81. OAK GROVE PLAT.

41-17-22-227-099 – 3628 Oak Valley Ave SW
PART OF LOTS 41 & 42 COM AT SW COR OF SD LOT 41 TH N 0D 00M 00S ALONG W
LOT LINE 70.0 FT TO BEG OF THIS DESC - TH N 0D 00M 00S 77.0 FT TO N LINE OF S 15
FT OF LOT 42 TH S 87D 19M 00S E ALONG SD N LINE 303.79 FT TO E LINE OF SD LOT
42 TH S 0D 02M 36S E ALONG SD E LINE & E LINE OF SD LOT 41 41.50 FT TH N 87D
00M 00S W 166.75 FT TH S 60D 00M 00S W 60.0 FT TH 90D 00M 00S W 85.0 FT TO BEG *
ASSESSOR'S PLAT OF FAIR ACRES.

41-17-22-227-027 – 3605 Minnie Ave SW
LOT 82. OAK GROVE PLAT.

41-17-22-227-028 – 3607 Minnie Ave SW
LOT 83. OAK GROVE PLAT.

41-17-22-227-029 – 3609 Minnie Ave SW
LOT 84. OAK GROVE PLAT.

41-17-22-227-030 – 3611 Minnie Ave SW
LOT 85. OAK GROVE PLAT.

41-17-22-227-031 – 3613 Minnie Ave SW
LOT 86. OAK GROVE PLAT.

41-17-22-228-103 – 1630 36th St SW
LOTS 76 & 77 EX S 15 FT * OAK GROVE PLAT SPLIT ON 09/01/2010 FROM 41-17-22-228-
001, 41-17-22-228-002, 41-17-22-228-007.

41-17-22-228-003 – 1626 36th St SW
LOT 75. OAK GROVE PLAT.

41-17-22-228-109 – 3605 Burlingame Ave SW
LOTS 2 & 74 ALSO LOTS 3 & 4 EX E 7.0 FT ALSO LOT 1 EX COM AT NE COR OF SD
LOT TH S 0D 04M 30S E ALONG E LINE 10.0 FT TH N 43D 44M 00S W 14.47 FT TO N
LINE OF SD LOT TH S 87D 23M 30S E 10.0 FT TO BEG EX N 6.0 FT & EX E 6.0 FT OF
REMAINDER * OAK GROVE PLAT SPLIT/COMBINED ON 08/28/2014 FROM 41-17-22-
228-101, 41-17-22-228-089, 41-17-22-228-065.

41-17-22-228-099 – 3619 Burlingame Ave SW
LOT 5 EX E 7.0 FT ALSO LOT 6 EX E 5.0 FT * OAK GROVE PLAT.

41-17-22-228-104 – 3604 Minnie Ave SW
S 15 FT OF LOTS 76 & 77 ALSO LOT 73 * OAK GROVE PLAT SPLIT ON 09/01/2010
FROM 41-17-22-228-001, 41-17-22-228-002, 41-17-22-228-007.

41-17-22-228-078 – 3608 Minnie Ave SW
LOTS 71 & 72. OAK GROVE PLAT.

41-17-22-228-010 – 3610 Minnie Ave SW
LOT 70. OAK GROVE PLAT.

41-17-22-228-011 – 3612 Minnie Ave SW
LOT 69. OAK GROVE PLAT.

(6) *Southeast Corner of Burlingame Avenue SW- 36th Street SW Restricted Zone.* The Southeast Corner of Burlingame Avenue SW and 36th Street SW Restricted Zone Property located in the City of Wyoming, Kent County, Michigan, generally described as follows:

Parcel No. 41-17-23-101-053 – 1550 36th St SW
PART OF NW 1/4 COM AT NW COR OF SEC TH S 0D 15M 05S E ALONG W SEC LINE 217.50 FT TH N 64D 30M 41S E TO E LINE OF BURLINGAME AVE & TO BEG OF THIS DESC - TH S 64D 30M 41S W TO W SEC LINE TH N 0D 15M 05S W ALONG W SEC LINE 217.50 FT TO NW COR OF SEC TH S 88D 36M 44S E ALONG N SEC LINE 252.09 FT TH S 1D 24M 45S W 226.06 FT TH S 88D 47M 45S E 10.52 FT TH S 1D 32M 49S W 125.84 FT TH N 88D 36M 44S W 252.09 FT TO W SEC LINE TH N 0D 15M 05S W ALONG W SEC LINE 88.0 FT TH S 88D 36M 44S E 33.01 FT TO E LINE OF BURLINGAME AVE TH N 0D 15M 05S W ALONG SD E LINE 63.0 FT TO BEG EX COM 40.02 FT S 88D 36M 44S E ALONG N SEC LINE & 40.02 FT S 0D 15M 05S E FROM NW COR OF SEC TH S 88D 36M 44S E 25.0 FT TH S 45D 34M 06S W 34.85 FT TH N 0D 15M 05S W 25.0 FT TO BEG * SEC 23 T6N R12W 1.98 A.

Parcel No. 41-17-23-101-054 – 1540 36th St SW
Also Including: PART OF NW 1/4 COM 252.09 FT S 88D 36M 44S E ALONG N SEC LINE FROM NW COR OF SEC TH S 1D 24M 45S W 226.06 FT TH S 88D 47M 45S E 10.52 FT TH S 1D 32M 49S W 125.84 FT TH S 88D 36M 44S E 92.91 FT TH N 0D 15M 05S W 352.0 FT TO N SEC LINE TH N 88D 36M 44S W ALONG N SEC LINE 92.91 FT TO BEG * SEC 23 T6N R12W 0.76 A. SPLIT ON 09/16/2011 FROM 41-17-23-101-051.

Section 2. This ordinance shall take effect on _____, 2020.

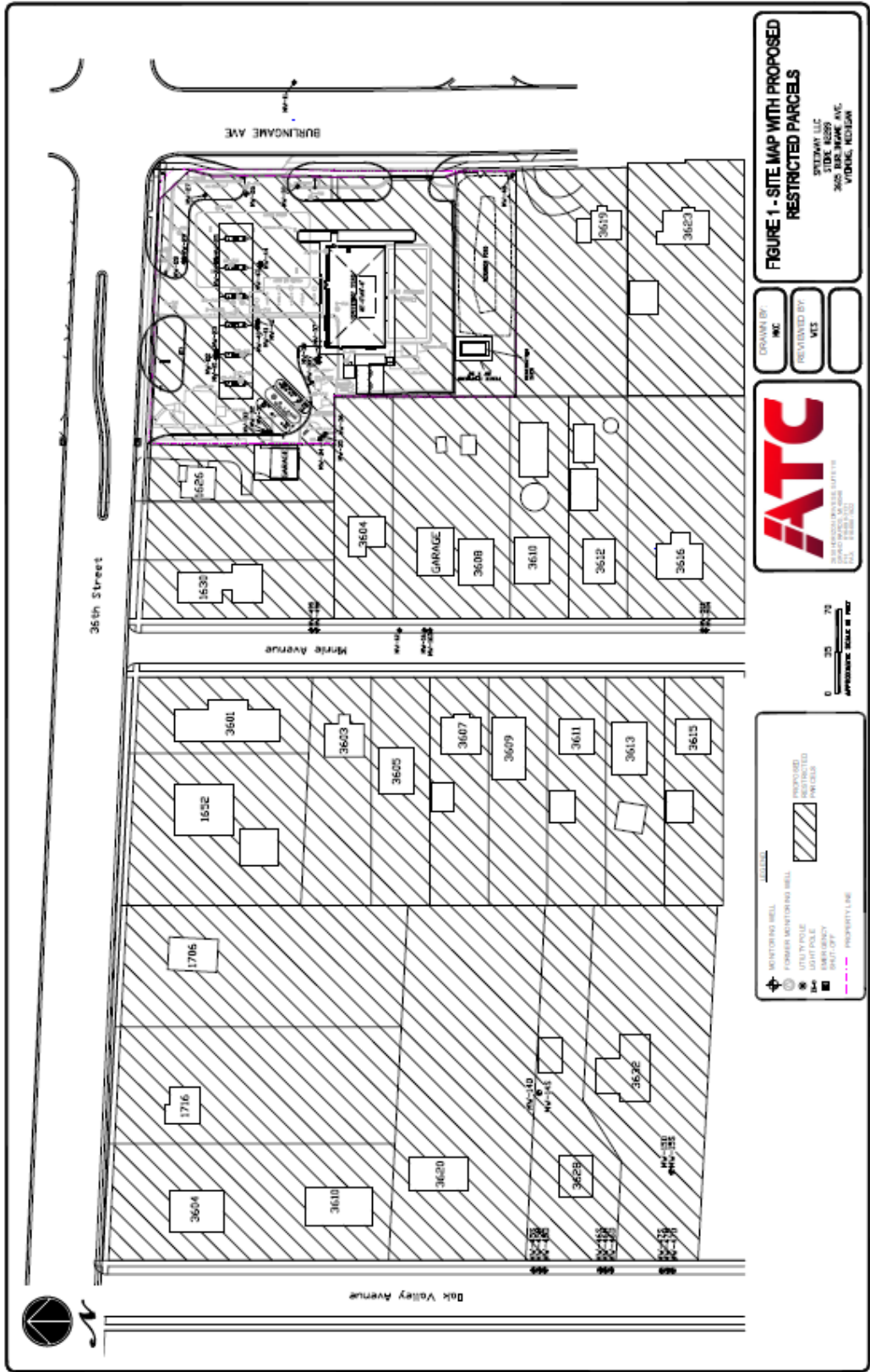
I hereby certify that this Ordinance was adopted by the Wyoming City Council at a regular meeting held on February 17, 2020.

Signed and sealed February __, 2020

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 3-20

Exhibit A



STAFF REPORT

Date: December 18, 2019
Subject: Amendment to Restricted Zone Ordinance
From: Scott Smith, City Attorney
Meeting Date: January 20, 2020

RECOMMENDATION:

Adopt the Ordinance to Amend the Wyoming City Code by Adding Subsections (5) and (6) to Chapter 30, Article VI, Section 30-203 to Describe Additional Areas for Water Well Restrictions.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The ordinance will allow continued use of property lying over contaminated groundwater without risking further environmental harm or health risks.

Safety – The ordinance will protect area residents and business patrons against exposure to possibly contaminated groundwater.

Stewardship – The ordinance allows for a reasonable and cost-effective approach for addressing groundwater contamination.

BUDGET IMPACT:

The Assessor’s professional services fund has adequate funds to pay for the appraisal services.

DISCUSSION:

Groundwater contamination is often addressed by so-called “institutional controls.” When the contaminated groundwater all lies within the boundaries of a single site, the institutional control is a simple restrictive covenant that prevents use of groundwater on the site and prevents installation of any groundwater wells. When the contaminated groundwater includes has migrated to or may migrate to property that is off-site, then the institutional control can be an ordinance that prohibits installation of groundwater wells and the use of groundwater within a restricted zone. State regulators often wish both approaches to be used.

Speedway, on the southwest corner of Burlingame Ave SW and 36th Street SW is seeking to address groundwater contamination with a restricted zone. Simultaneously, the MDEGLE is addressing an “orphan site” (*i.e.*, a site for which the responsible parties are unknown or no longer existing) on the southeast corner of Burlingame Ave SW and 36th Street SW. This ordinance amendment addresses both of those areas.

Because there are no known water wells in this area and because the area is served by city water this ordinance should have no affect on property owners or occupants. Written notices will have been provided to all the identified parcels advising them of the pending action.

ORDINANCE NO. 9-20

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 5 OF THE CODE OF ORDINANCES TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE PINE OAK 2020 LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 5 of Code of Ordinances, City of Wyoming, Michigan to read as follows:

DIVISION 5
TAX EXEMPTION AND SERVICE CHARGE FOR PINE OAK 2020 LIMITED
DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP HOUSING PROJECT

Sec. 2-295. Purpose.

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

(b) The city finds that (i) housing Low Income Persons and Families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this Division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the downtown area of the city.

(c) The Sponsor has offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct, own and operate the Project to serve Low Income Persons and Families and the Sponsor has offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-296. Definitions.

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

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

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

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

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

(f) *Mortgage Loan* means a loan that is federally-aided (as defined in section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the acquisition, construction, and/or permanent financing of the Project on the Project Property and secured by a mortgage on the Project.

(g) *Project* means the housing project for Low Income Persons and Families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor, subject to income and rent restrictions under the LIHTC Program and a Mortgage Loan, including the 127-unit, 6-story building originally built about 1973, 126 units of which are 528 square feet and one is a 1-bedroom unit serving as the manager's residence, with a community room for use of residents, 124 units of which will be rented at 60% area median income (6 of which will be High Home), 2 units will be rented at 50% area median income, and one manager unit, with renovation of the units and facilities to bring them in compliance with the project capital needs assessment.

(h) *Project Property* means the following described of real property and all buildings and other improvements located on it located at 850- 36th St SW in the city:

That part of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, described as: Commencing at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 23; thence South 88 degrees 17 minutes East 360.35 feet along the North line of said section to the West line of the East 300.0 feet of said Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; thence South 00 degrees 00 minutes East 664.12 feet along said West line to South line of said Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; thence North 88 degrees 15 minutes West 360.41 feet along said South line to the West line of said Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4; thence North 0 degrees 00 minutes West 663.93 feet along said West line to place of beginning.

(i) *Sponsor* means Pine Oak 2020 Limited Dividend Housing Association Limited Partnership and any entity that assumes a Mortgage Loan for the Project on the Property.

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

Sec. 2-297. Property Tax Exemption.

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

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

Sec. 2-298. Annual Service Charge.

(a) To the extent permitted by law, there shall be paid to the city an annual service charge in lieu of *ad valorem* property taxes equal to 5.0% of the Annual Shelter Rent collected for the Project during each operating year.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

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

Sec. 2-299. Contractual Effect of Ordinance.

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

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

Sec. 2-300 – Sec. 2-304. Reserved.

Section 2. Effective Date. This ordinance shall take effect on the later of 15 days after its adoption or upon its publication as required by law.

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

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

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2020.

Kelli A. VandenBerg,
Wyoming City Clerk

Ordinance No. 9-20
Introduced: 2.17.2020