

AGENDA
WYOMING CITY COUNCIL MEETING
PINERY PARK
MONDAY, JULY 20, 2020, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Rick Pilienci, Grace Christian University

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

3) Pledge of Allegiance

4) Roll Call

5) Student Recognition

6) Approval of Minutes

From the July 6, 2020 Regular Meeting

7) Approval of Agenda

8) Public Hearings

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

7:01 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Benteler Automotive Corporation

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

1. Community Survey – Analytics Project Specialist Paul Smith
2. Annual Update on Public Safety Operations – Police Chief Kim Koster

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

13) Budget Amendments

- a) Budget Amendment No. 9 – To Appropriate \$128,209.30 of Additional Budgetary Authority and Recognize Related Grant Revenue of \$116,000 for the Michigan Department of Treasury First Responder Hazard Pay Premiums Program

14) Consent Agenda

15) Resolutions

- a) To Approve the Application of Benteler Automotive Corporation for an Industrial Facilities Exemption Certificate in the City of Wyoming
- b) To Accept a Grant from the Department of Homeland Security Federal Emergency Management Agency, Assistance to Firefighters COVID-19 Grant
- c) To Approve and Authorize and Direct the Mayor and City Clerk to Sign the Memorandum of Collaboration for Indigent Defense Services

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

- d) To Authorize the City Manager to Accept Quotes for the Public Safety Headquarters HVAC System Replacement Project and to Authorize the Mayor and City Clerk to Execute the Agreements
- e) To Accept a Quote from Carrier & Gable, Inc. for the Purchase of Mast Arms and Strain Pole Equipment
- f) To Authorize the Mayor and City Clerk to Execute an Agreement with Prein & Newhof to Design and Administer the Construction of the Plaster Creek Boulevard and Non-Motorized Trail Project from Buchanan Avenue to Division Avenue
- g) To Extend the Bid for Bulk Pick Up and Disposal of Leaves and to Extend the Bid for Grinding and Disposal of Brush to Renewed Earth Inc.
- h) To Extend the Bid for Cured-in-Place Pipe Lining to Corby Energy Services, Inc.
- i) To Accept an Agreement for Pretreatment Compliance Software and Support Services and to Authorize the Mayor and City Clerk to Execute the Agreement

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

MEMORANDUM

To: Curtis Holt, City Manager

From: Paul Smith, Analytics Project Specialist

Date: June 17, 2020

Subject: 2020 City of Wyoming Community Survey

Introduction:

The City of Wyoming contracted with the National Research Center (NRC) to conduct its National Community Survey (NCS). This survey has been used in about 600 jurisdictions in the United States and is offered at a discount to International City/County Management Association (ICMA) members. By selecting a survey used in so many communities, the City is able to compare its results to a national average as well as a benchmark of similar communities.

Background:

NRC selected a sample of 1,800 households in the City and sent them a series of three mailings inviting them to complete the survey online. These invitations were printed in both English and Spanish, and the first mailing was sent in mid-February of this year. About 2% of the survey invitations returned as vacant or undeliverable. From the remaining invitations, 262 surveys were completed and 6 of those were completed in Spanish, which results in a 15% response rate and a margin of error of +/-6%. City staff received several phone calls from older recipients who were uncomfortable completing the survey online and several more phone calls from recipients who struggled with the online format.

Discussion:

Data Collection and Response Rate

The response rate was not as high as NRC or city staff had hoped. There are three likely contributors to this: the online-only survey, the decennial census, and COVID-19. The online-only survey resulted in significant cost savings and, since the US Census Bureau was doing so much preparation for its online survey, city staff believed that an online-only format would not be a significant impediment. This assumption was incorrect, especially for older residents, and future surveys should include a hardcopy option.

Likewise, the running the community survey in such close proximity to the decennial census created some confusion. While NRC advised that it has seen increased response rates in census years, some residents were unsure whether they need to fill out both surveys. Future surveys should be scheduled to avoid such conflicts.

COVID-19 was obviously an unforeseen complication and it made promotion of the survey difficult. City communications resources were dedicated to the City's pandemic response and assisting residents with related issues.

Benchmark

With the assistance of NRC, a benchmark of comparable municipalities was selected. The benchmark includes municipalities with populations of 40,000 to 150,000 in the East North Central region (i.e. Illinois, Indiana, Michigan, Ohio, and Wisconsin). Within this benchmark, there are 32 municipalities, including 9 from Michigan.

Items of Note from the Standard Questions

The City received broadly favorable marks on quality of life, but its overall marks (e.g. overall image or reputation and overall quality of life) were lower than both the national average and the benchmark, but many of the underlying questions received favorable responses. This pattern was also

present in the questions about inclusivity and engagement, where respondents' sense of community and sense of civic/community pride and engagement with their community rated poorly, but the underlying questions received positive responses. This might be worth further examination.

Respondents have very favorable views of the employment opportunities, but do not rate the City highly as a place to visit and had similar views of the vibrancy of the City's downtown/commercial area. However, they do believe that the city is well designed and that their neighborhoods are good places to live.

Respondents have very favorable views about city services across all categories (i.e. economy, mobility, community design, utilities, safety, parks and recreation, etc.). In particular, public transportation, car travel, bicycle travel, availability of walking trails, and parking are highly praised and exceed both the national average and the benchmark. With a few exceptions (e.g. water resources in the natural environment, recycling services, k-12 education), other city services rate similar to the national average and the benchmark.

The majority of respondents had confidence in the City of Wyoming's government and the overall direction that the City is taking. Across this whole category, the scores are favorable. The two lowest scores are about communicating with residents and welcoming their participation. Both of the scores are similar to the national average and the benchmark, but they are two of the newest questions in the survey and have a very small group of communities for comparison. Respondents participation responses (e.g. contact the City, attend a public meeting, etc.) were also interesting. Respondents contact the City and vote at rates that are similar to the national average and the benchmark, but the other participation results are below or far below the national average and the benchmark. The issue of resident participation may be worth additional discussion.

Custom Questions

Respondents indicated that they prefer communications that are available to them at home at no additional charge (e.g. city website, local media, city newsletter in water bill, social media, mobile app). The city website garnered the greatest support. The results from this question should be compared to the responses to the questions about respondents' participation and their attitudes about the City's openness to their participation, which are discussed above.

Respondents indicate that they support the use of incentives to promote economic development, including both business investment and housing availability. Both options saw support exceed 85% and strong support exceed 40%.

To address the City's funding issues, respondents were given four scenarios: reduced property taxes and a 1.0% income tax; modest property tax increase; small property tax increase, and reduced city service levels. Respondents did not provide a clear result. Two of the scenarios (small property tax increase, property tax reduction and income tax) did manage greater than 50% support, but that support was soft with less than 20% strong support. It is also worth noting that all four scenarios saw "Don't know" responses at 15% or greater. The combined message of these results seems to be that residents do not yet have strong opinions on this issue and might benefit from additional information.

Recommendation:

The information provided by this community survey is a valuable gauge of residents' opinions and preferences. City Council should budget for follow-up surveys on a schedule of alternating years, so trends can be established through comparisons to prior years' results. For future surveys, a hardcopy survey should be available, rather than online-only data collection.

THE NCS™

The National Community Survey™

Wyoming, MI

*Community Livability Report
2020*



POWERED BY POLCO

National Research Center, Inc.
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Boulder, Colorado 80301
n-r-c.com • 303-444-7863



Leaders at the Core of Better Communities

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777 North Capitol Street NE Suite 500
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The National Community Survey™
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The NCS™ is presented by NRC in collaboration with ICMA.

NRC is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Wyoming. The phrase “livable community” is used here to evoke a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts and Culture
- Inclusivity & Engagement



The Community Livability Report provides the opinions of a representative sample of 262 residents of the City of Wyoming. The margin of error around any reported percentage is 6% for all respondents and the response rate for the 2020 survey was 15%. The full description of methods used to garner these opinions can be found in the *Technical Appendices* provided under separate cover.

Overview of Results

Natural Environment may be an area of opportunity for Wyoming.

About 6 in 10 residents indicated that the overall quality of natural environment in Wyoming was excellent or good, which was lower than the national average. Other areas that lagged behind the benchmarks included water resources (beaches, lakes, ponds, riverways, etc.) and recycling. However, the majority of respondents gave positive and on par assessments to cleanliness, air quality, preservation of natural areas, Wyoming open space, and yard waste pick-up.

Residents support efforts to boost the economy.

About half of Wyoming residents gave high marks to the overall economic health of the city, a rating on par with comparison communities across the country. Residents' assessments of employment opportunities in Wyoming were above average, with 6 in 10 assigning positive reviews. Similar to comparison communities in the United States, at least 6 in 10 respondents favorably rated the overall quality of business and service establishments in Wyoming, shopping opportunities, and the city as a place to work.

At least 6 in 10 survey participants gave excellent or good marks to economic development and the variety of business and service establishments in Wyoming. Residents were asked how much they would support or oppose the use of incentives, such as property tax abatements and payments in lieu of taxes, to attract new business and promote economic development. About 9 in 10 indicated they strongly or somewhat supported the use of tax incentives to encourage business investment and job creation, while 8 in 10 felt similarly about housing choice and housing availability.

Overall opportunities for education, culture, and arts in Wyoming could be an important area to focus.

Roughly half of community members positively reviewed the overall opportunities for education, culture, and the arts and K-12 education; these ratings were lower than the national benchmarks. However, survey participants were pleased with opportunities to attend cultural/arts/music activities, opportunities to attend special events and festivals, public library services, the availability of affordable quality child care/preschool, and adult educational opportunities, with ratings that were positive and on par with national averages.

Community members are pleased with Mobility in Wyoming.

About 7 in 10 respondents gave high marks to the overall quality of the transportation system in Wyoming. Residents' evaluations of ease of public parking, bus or transit services, and traffic signal timing were exceptional and higher than the national benchmark. Respondents also assigned above-average ratings to traffic flow on major streets and ease of travel by car, by public transportation, and by bicycle. About two-thirds of survey participants favorably reviewed street cleaning, street lighting, snow removal and sidewalk maintenance; these ratings were on par with comparison communities nationwide.

Facets of Livability

Ratings of importance were compared to ratings of quality to help guide City staff and officials with decisions on future resource allocation and strategic planning areas. When competition for limited resources demands that efficiencies or cutbacks be instituted, it is wise not only to know what facets are deemed most important to residents' quality of life, but which among the most important are perceived to be of relatively lower quality in your community. It is these facets of community livability – more important facets perceived as being of lower quality – to which attention needs to be paid first.

To identify the facets perceived by residents to have relatively lower quality at the same time as relatively higher importance, the national benchmark comparisons for quality and importance ratings were compared for each. The upper left-hand quadrant contains those facets of higher importance but lower quality, and may be considered as areas of focus for the entire community of Wyoming.

		QUALITY		
		LOWER	SIMILAR	HIGHER
IMPORTANCE	HIGHER			
	SIMILAR	<ul style="list-style-type: none"> • Natural Environment • Education, Arts and Culture 	<ul style="list-style-type: none"> • Economy • Community Design • Utilities • Safety • Health and Wellness • Parks and Recreation 	
	LOWER		<ul style="list-style-type: none"> • Mobility • Inclusivity and Engagement 	

FIGURE 1: QUALITY OF FACETS OF LIVABILITY- SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall economic health of Wyoming	↔	48%
Overall quality of the transportation system in Wyoming	↔	70%
Overall design or layout of Wyoming's residential and commercial areas	↔	66%
Overall quality of the utility infrastructure in Wyoming	↔	82%
Overall feeling of safety in Wyoming	↔	70%
Quality of overall natural environment in Wyoming	↓	62%
Overall quality of parks and recreation opportunities	↔	81%
Overall health and wellness opportunities in Wyoming	↔	76%
Overall opportunities for education, culture, and the arts	↓	55%
Residents' connection and engagement with their community	↔	37%

FIGURE 2: IMPORTANCE OF FACETS OF LIVABILITY- SUMMARY

Percent essential or very important	Comparison to benchmark	2020 rating
Overall economic health of Wyoming	↔	86%
Overall quality of the transportation system in Wyoming	↓	73%
Overall design or layout of Wyoming's residential and commercial areas	↔	75%
Overall quality of the utility infrastructure in Wyoming	↔	83%
Overall feeling of safety in Wyoming	↔	93%
Quality of overall natural environment in Wyoming	↔	81%
Overall quality of parks and recreation opportunities	↔	82%
Overall health and wellness opportunities in Wyoming	↔	76%
Overall opportunities for education, culture, and the arts	↔	72%
Residents' connection and engagement with their community	↓	67%

Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

OVERALL QUALITY OF LIFE

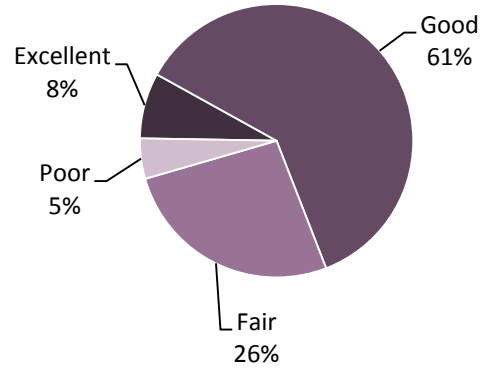


FIGURE 3: QUALITY OF LIFE IN WYOMING

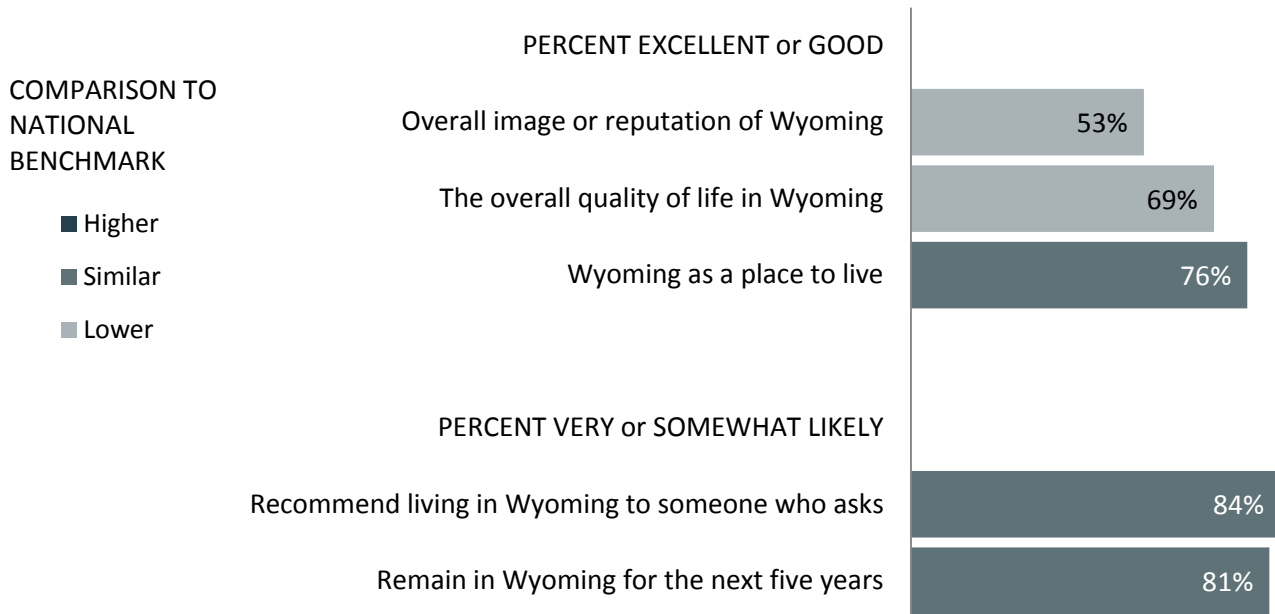


FIGURE 4: QUALITY OF LIFE IN WYOMING - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall image or reputation of Wyoming	↓	53%
The overall quality of life in Wyoming	↓	69%
Wyoming as a place to live	↔	76%

FIGURE 5: RECOMMEND WYOMING - SUMMARY

Percent very or somewhat likely	Comparison to benchmark	2020 rating
Recommend living in Wyoming to someone who asks	↔	84%
Remain in Wyoming for the next five years	↔	81%

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

OVERALL CONFIDENCE IN GOVERNMENT

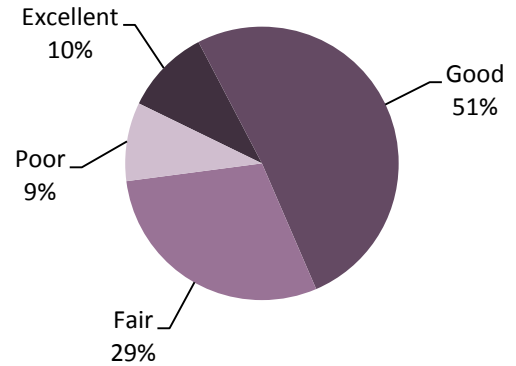


FIGURE 6: GOVERNMENT PERFORMANCE AND SERVICES

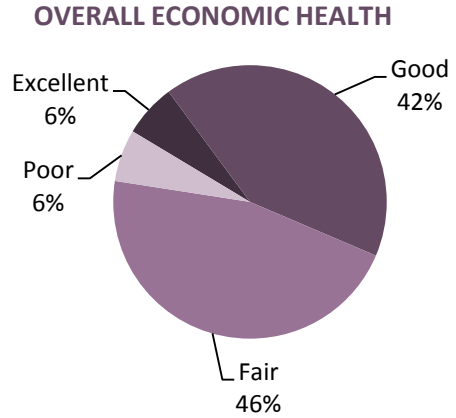


FIGURE 7: GOVERNMENT PERFORMANCE AND SERVICES - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall confidence in Wyoming government	↔	61%
The overall direction that Wyoming is taking	↔	63%
The value of services for the taxes paid to Wyoming	↔	60%
Generally acting in the best interest of the community	↔	65%
Being honest	↔	68%
Being open and transparent to the public	↔	65%
Informing residents about issues facing the community	↔	58%
The job Wyoming government does at welcoming resident involvement	↔	53%
Treating all residents fairly	↔	65%
Treating residents with respect	↔	75%
Overall customer service by Wyoming employees	↔	79%
Public information services	↔	70%
Quality of services provided by the City of Wyoming	↔	74%
Quality of services provided by the Federal Government	↔	40%

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.



What impact, if any, do you think the economy will have on your family income in the next 6 months?

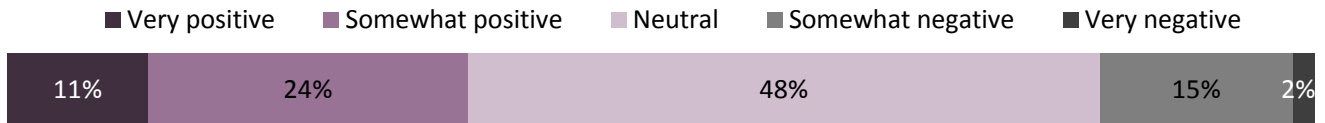


FIGURE 8: ECONOMIC HEALTH

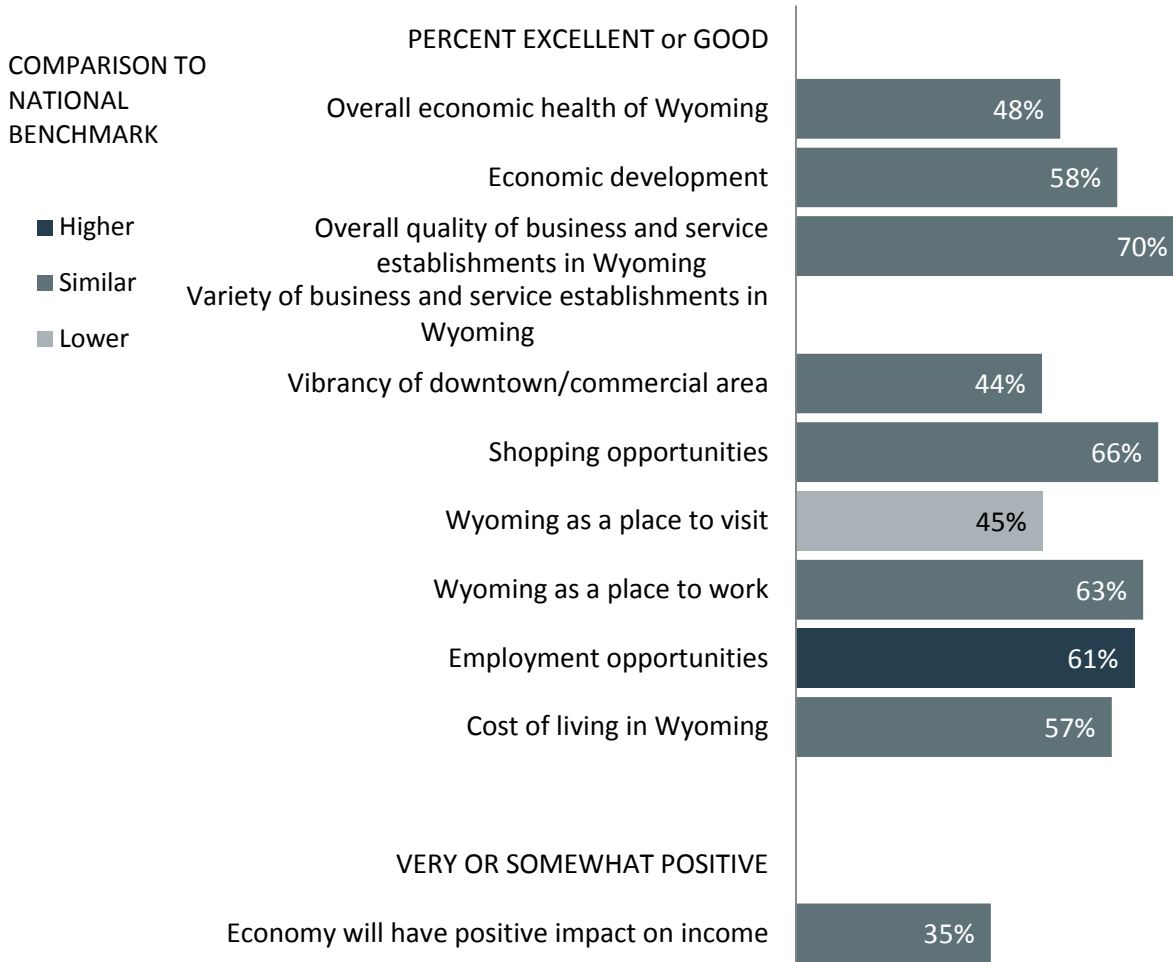


FIGURE 9: ECONOMIC HEALTH - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall economic health of Wyoming	↔	48%
Economic development	↔	58%
Overall quality of business and service establishments in Wyoming	↔	70%
Variety of business and service establishments in Wyoming	*	70%
Vibrant downtown/commercial area	↔	44%
Shopping opportunities	↔	66%
Wyoming as a place to visit	↓	45%
Wyoming as a place to work	↔	63%
Employment opportunities	↑	61%
Cost of living in Wyoming	↔	57%

FIGURE 10: ECONOMIC IMPACT - SUMMARY

Percent very or somewhat positive	Comparison to benchmark	2020 rating
Economy will have positive impact on income	↔	35%

FIGURE 11: HOUSING COST - SUMMARY

Percent for whom housing costs are NOT 30% or more of household income	Comparison to benchmark	2020 rating
NOT experiencing housing costs stress	↓	56%

Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work and play in the community.

THE OVERALL QUALITY OF THE TRANSPORTATION SYSTEM

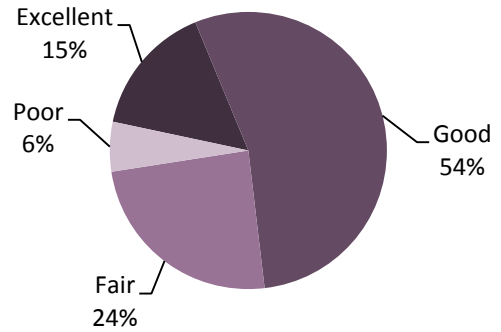


FIGURE 12: MOBILITY IN WYOMING

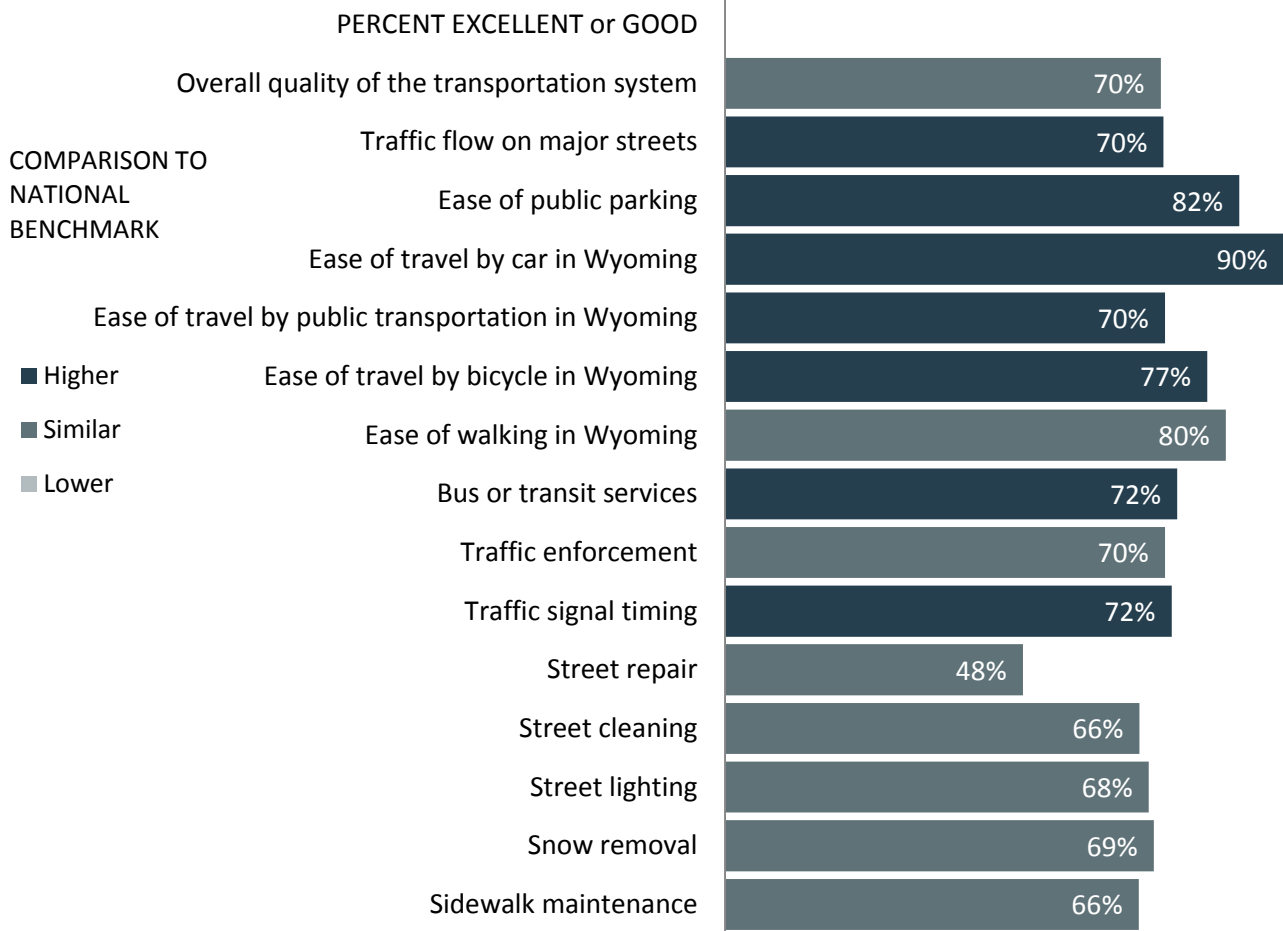


FIGURE 13: USE OF ALTERNATIVE TRANSPORTATION MODES

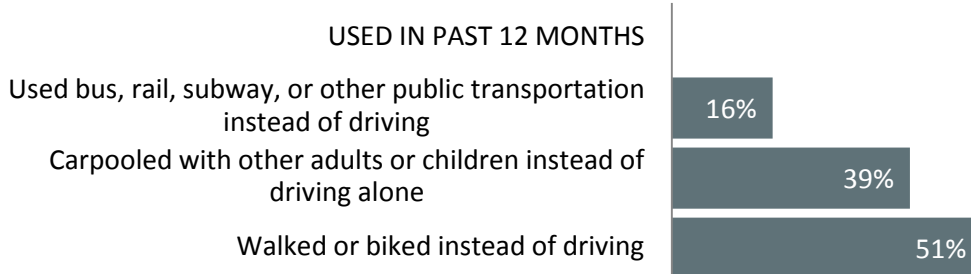


FIGURE 14: MOBILITY IN WYOMING - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
The overall quality of the transportation system in Wyoming	↔	70%
Traffic flow on major streets	↑	70%
Ease of travel by car in Wyoming	↑	90%
Ease of travel by public transportation in Wyoming	↑↑	70%
Ease of travel by bicycle in Wyoming	↑	77%
Ease of walking in Wyoming	↔	80%
Ease of public parking	↑	82%
Bus or transit services	↑	72%
Traffic enforcement	↔	70%
Traffic signal timing	↑	72%
Street repair	↔	48%
Street cleaning	↔	66%
Street lighting	↔	68%
Snow removal	↔	69%
Sidewalk maintenance	↔	66%

FIGURE 15: USE OF ALTERNATIVE TRANSPORTATION MODES - SUMMARY

Percent who did this in past 12 months	Comparison to benchmark	2020 rating
Used bus, rail, subway or other public transportation instead of driving	↔	16%
Carpooled with other adults or children instead of driving alone	↔	39%
Walked or biked instead of driving	↔	51%

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

THE OVERALL DESIGN OR LAYOUT OF RESIDENTIAL AND COMMERCIAL AREAS

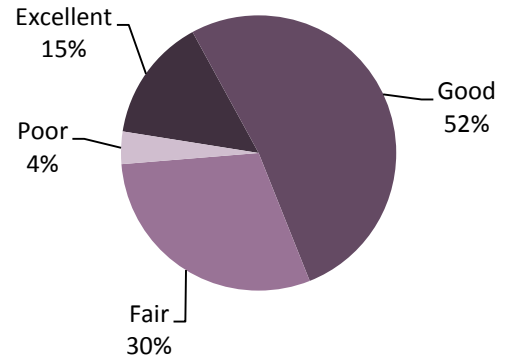


FIGURE 16: COMMUNITY DESIGN

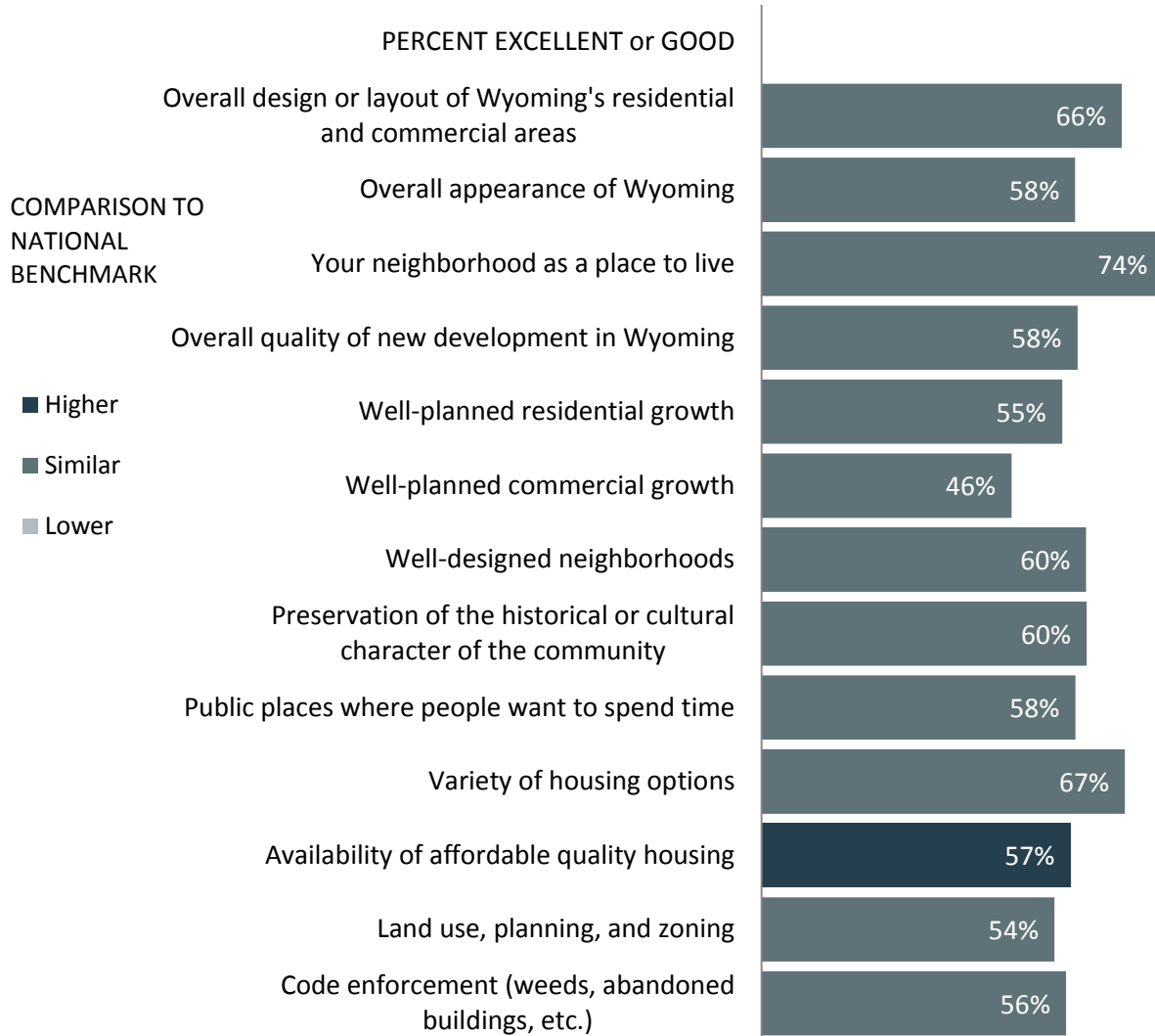


FIGURE 17: COMMUNITY DESIGN - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
The overall design or layout of Wyoming’s residential and commercial areas	↔	66%
Overall appearance of Wyoming	↔	58%
Your neighborhood as a place to live	↔	74%
Overall quality of new development in Wyoming	↔	58%
Well planned residential growth	↔	55%
Well planned commercial growth	↔	46%
Well-designed neighborhoods	↔	60%
Preservation of the historical or cultural character of the community	↔	60%
Public places where people want to spend time	↔	58%
Variety of housing options	↔	67%
Availability of affordable quality housing	↑	57%
Land use, planning and zoning	↔	54%
Code enforcement	↔	56%

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

THE OVERALL QUALITY OF THE UTILITY INFRASTRUCTURE

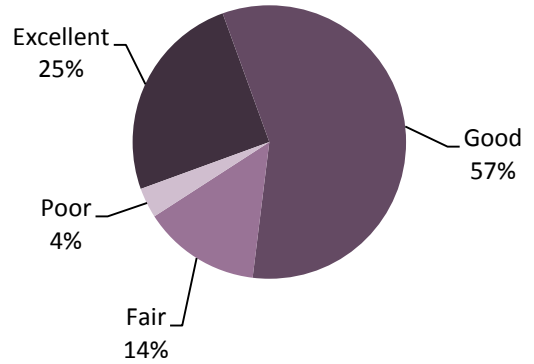


FIGURE 18: UTILITIES

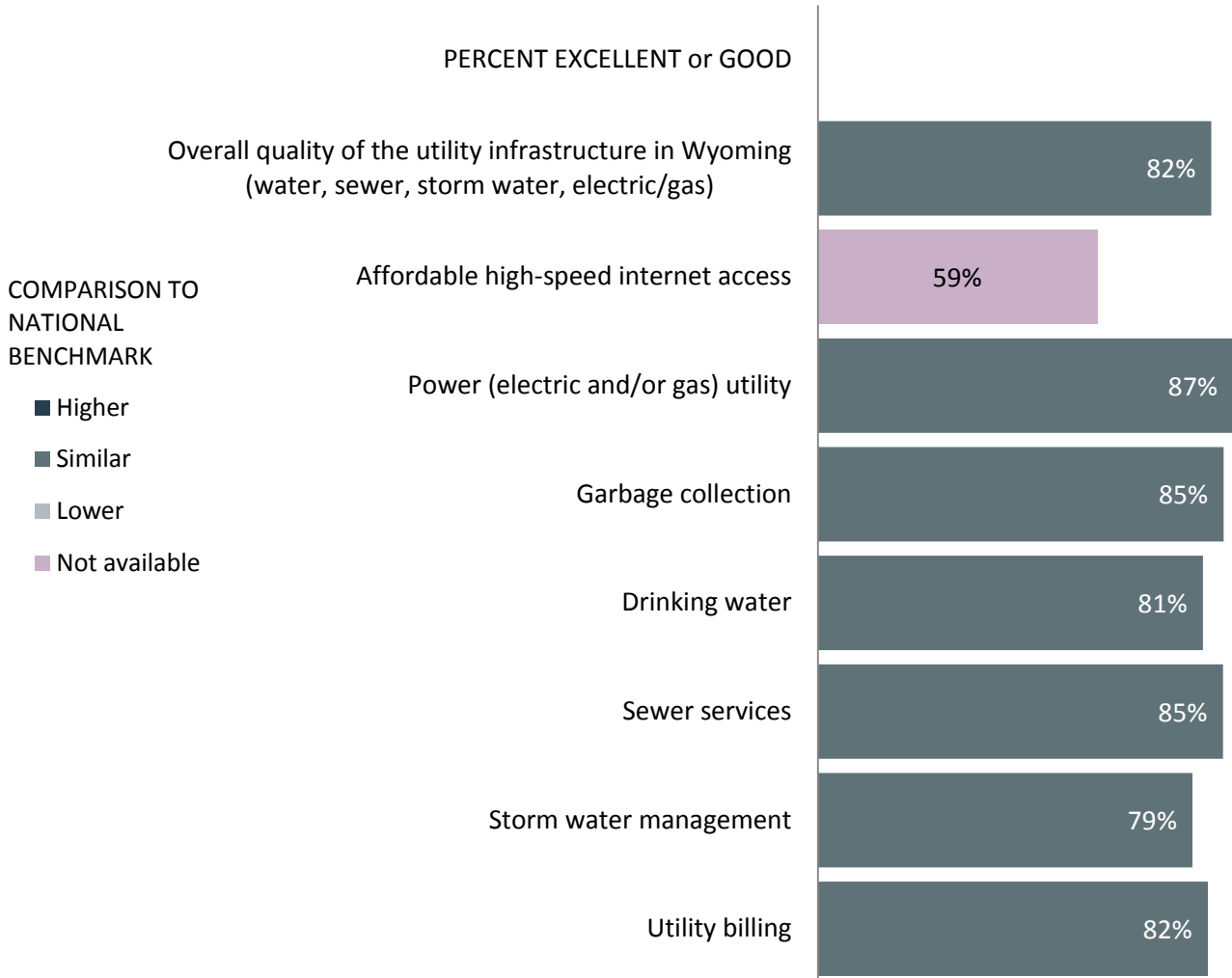


FIGURE 19: UTILITES - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
The overall quality of the utility infrastructure in Wyoming	↔	82%
Affordable high-speed internet access	*	59%
Power (electric and/or gas) utility	↔	87%
Garbage collection	↔	85%
Drinking water	↔	81%
Sewer services	↔	85%
Storm water management	↔	79%
Utility billing	↔	82%

Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust Safety-related services is essential to residents' quality of life.

OVERALL FEELING OF SAFETY

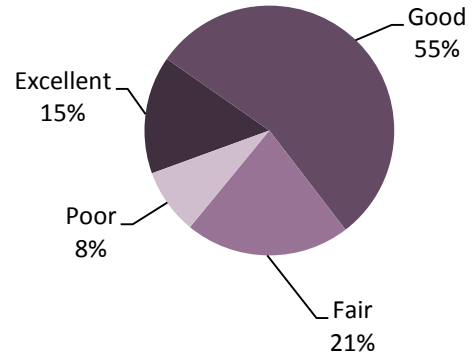


FIGURE 20: SAFETY IN WYOMING

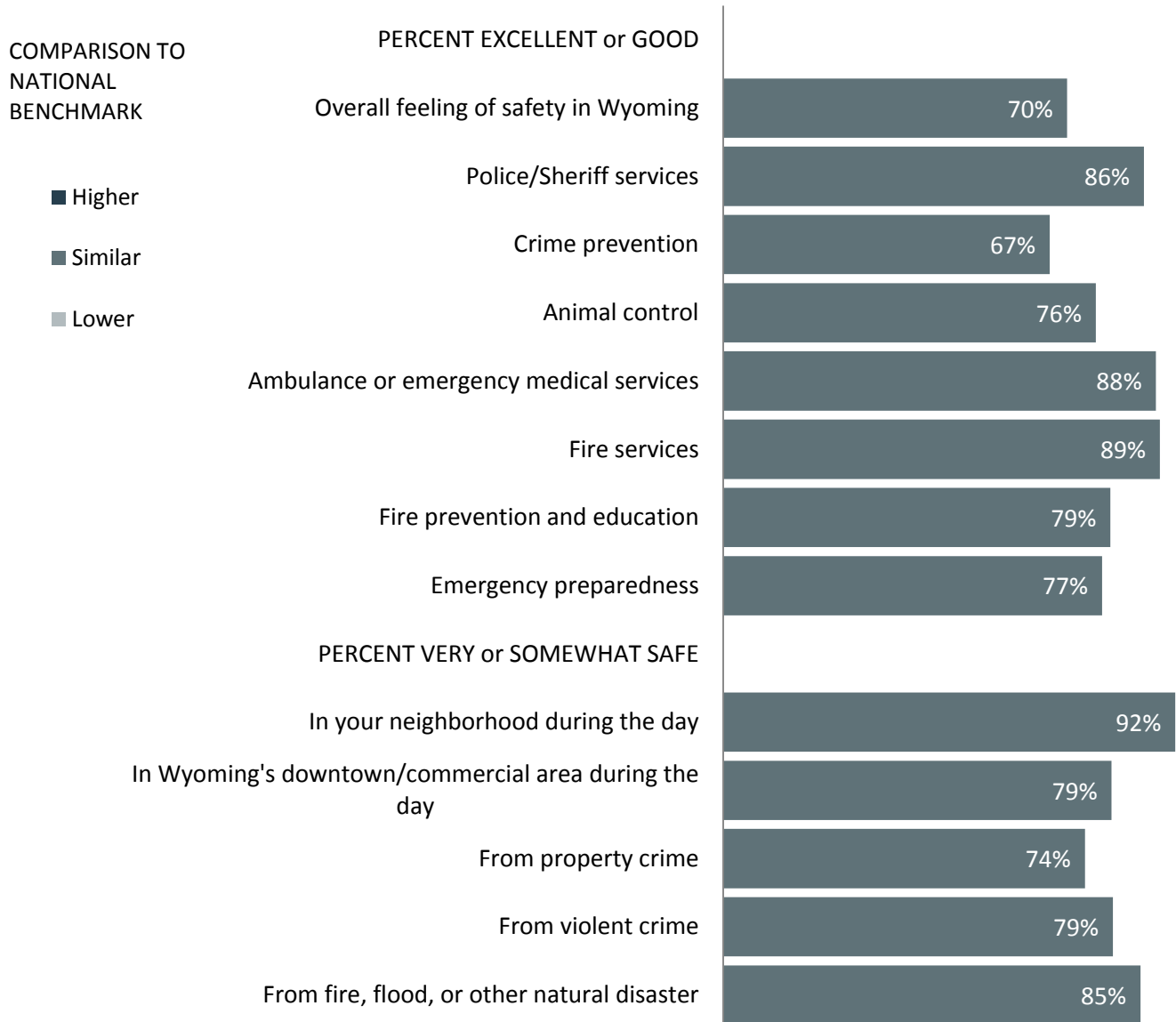


FIGURE 21: SAFETY-RELATED SERVICES - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall feeling of safety in Wyoming	↔	70%
Police/Sheriff services	↔	86%
Crime prevention	↔	67%
Animal control	↔	76%
Ambulance or emergency medical services	↔	88%
Fire services	↔	89%
Fire prevention and education	↔	79%
Emergency preparedness	↔	77%

FIGURE 22: FEELINGS OF SAFETY- SUMMARY

Percent who feel very or somewhat safe	Comparison to benchmark	2020 rating
In your neighborhood during the day	↔	92%
In Wyoming's downtown/commercial area during the day	↔	79%
From property crime	↔	74%
From violent crime	↔	79%
From fire	↔	85%

Natural Environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

OVERALL QUALITY OF NATURAL ENVIRONMENT

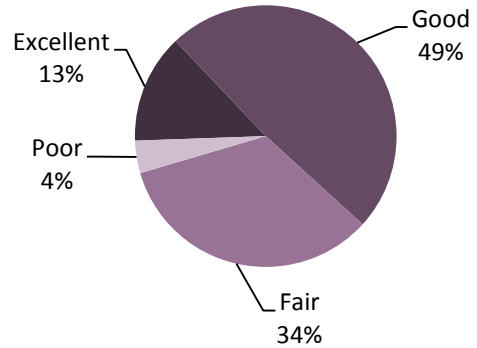


FIGURE 23: NATURAL ENVIRONMENT

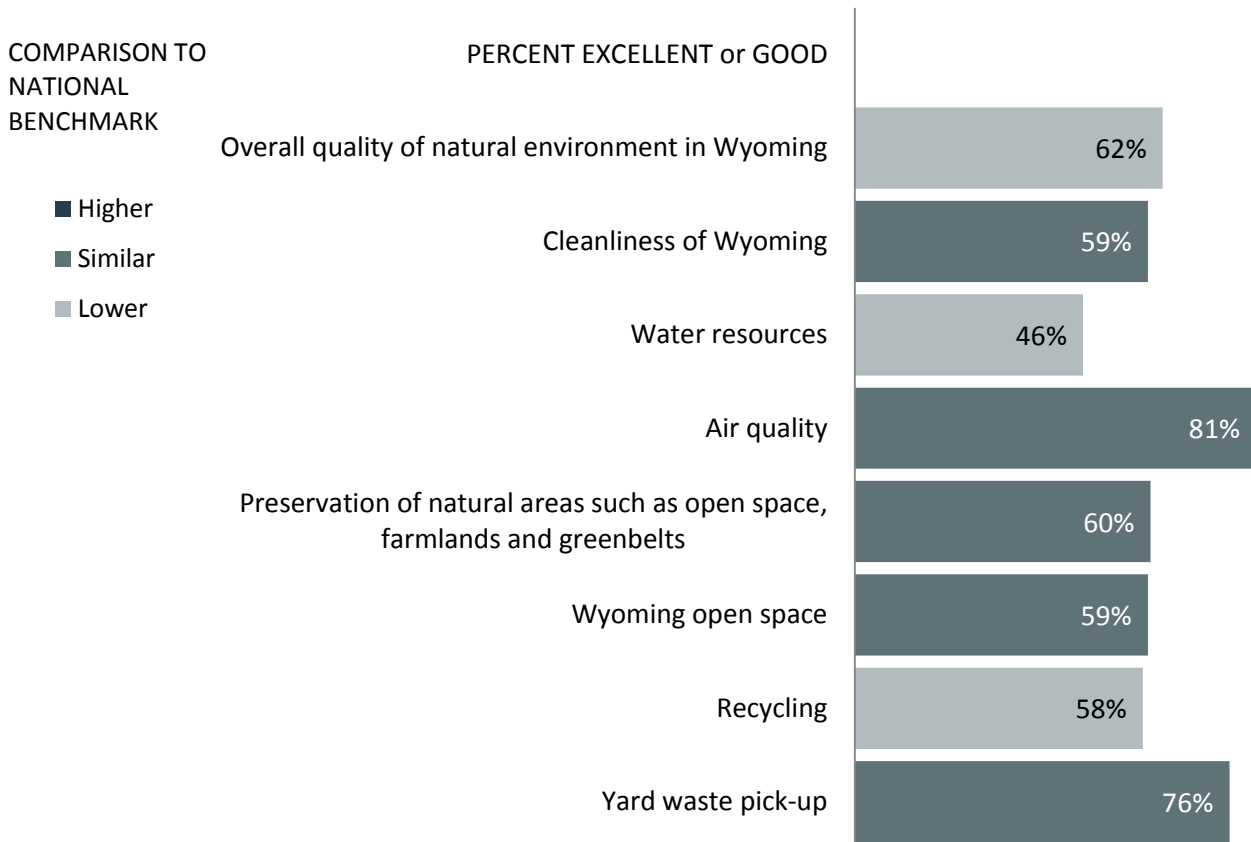


FIGURE 24: NATURAL ENVIRONMENT - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall quality of natural environment in Wyoming	↓	62%
Cleanliness of Wyoming	↔	59%
Water resources	↓	46%
Air quality	↔	81%
Preservation of natural areas	↔	60%
Wyoming open space	↔	59%
Recycling	↓	58%
Yard waste pick-up	↔	76%

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment." - National Recreation and Park Association

THE OVERALL QUALITY OF THE PARKS AND RECREATION OPPORTUNITIES

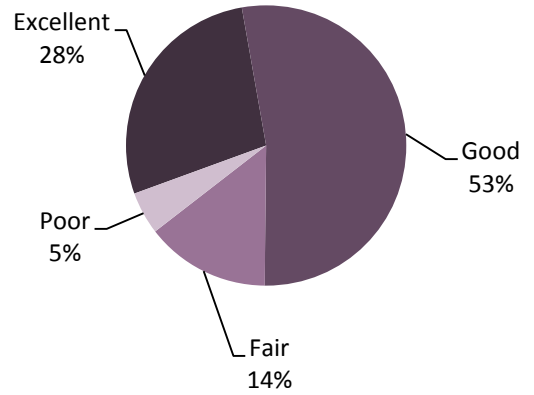


FIGURE 25: PARKS AND RECREATION



FIGURE 26: PARKS AND RECREATION - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall quality of parks and recreation opportunities in Wyoming	↔	81%
Availability of paths and walking trails	↑	81%
City parks	↔	79%
Recreational opportunities	↔	71%
Recreation programs or classes	↔	74%
Recreation centers or facilities	↔	74%
Fitness opportunities	↔	75%

Health and Wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

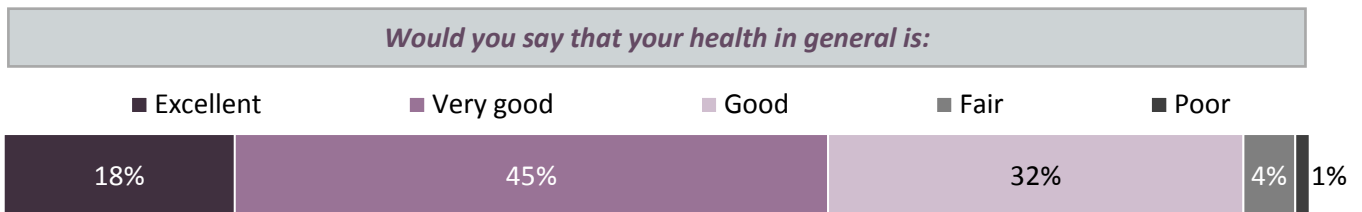
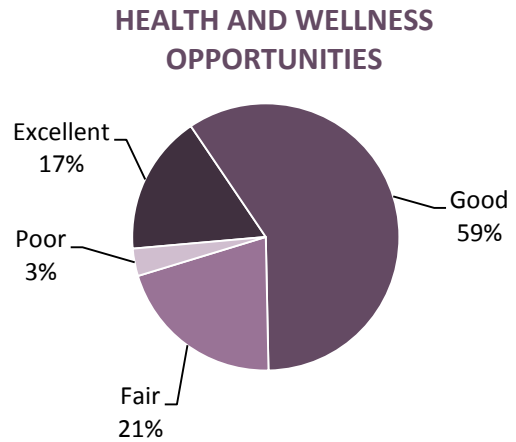


FIGURE 27: HEALTH AND WELLNESS

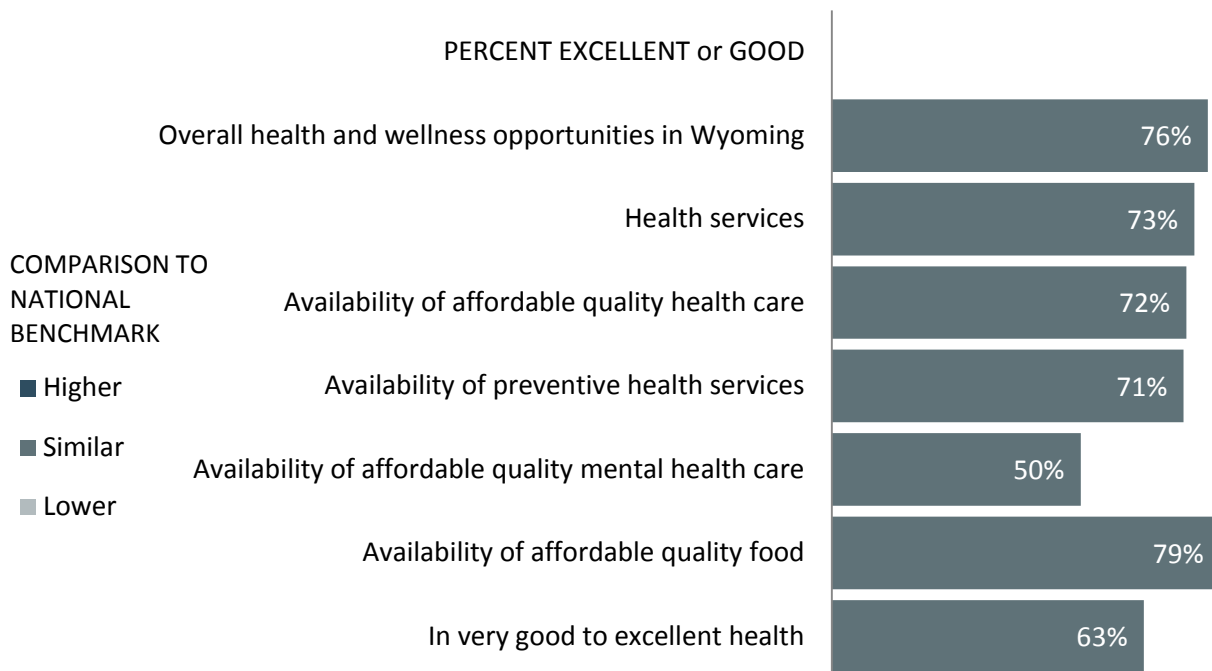


FIGURE 28: HEALTH AND WELLNESS - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Health and wellness opportunities in Wyoming	↔	76%
Health services	↔	73%
Availability of affordable quality health care	↔	72%
Availability of preventive health services	↔	71%
Availability of affordable quality mental health care	↔	50%
Availability of affordable quality food	↔	79%
In very good to excellent health	↔	63%

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

OVERALL OPPORTUNITIES FOR EDUCATION, CULTURE, AND THE ARTS

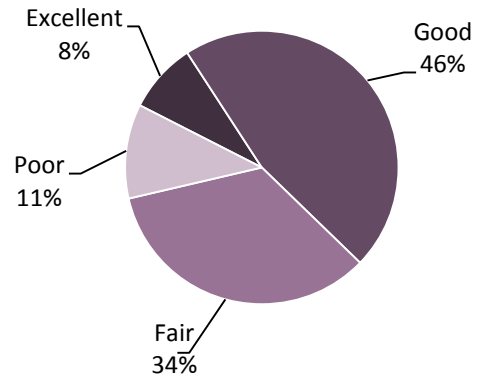


FIGURE 29: EDUCATION, ARTS AND CULTURE

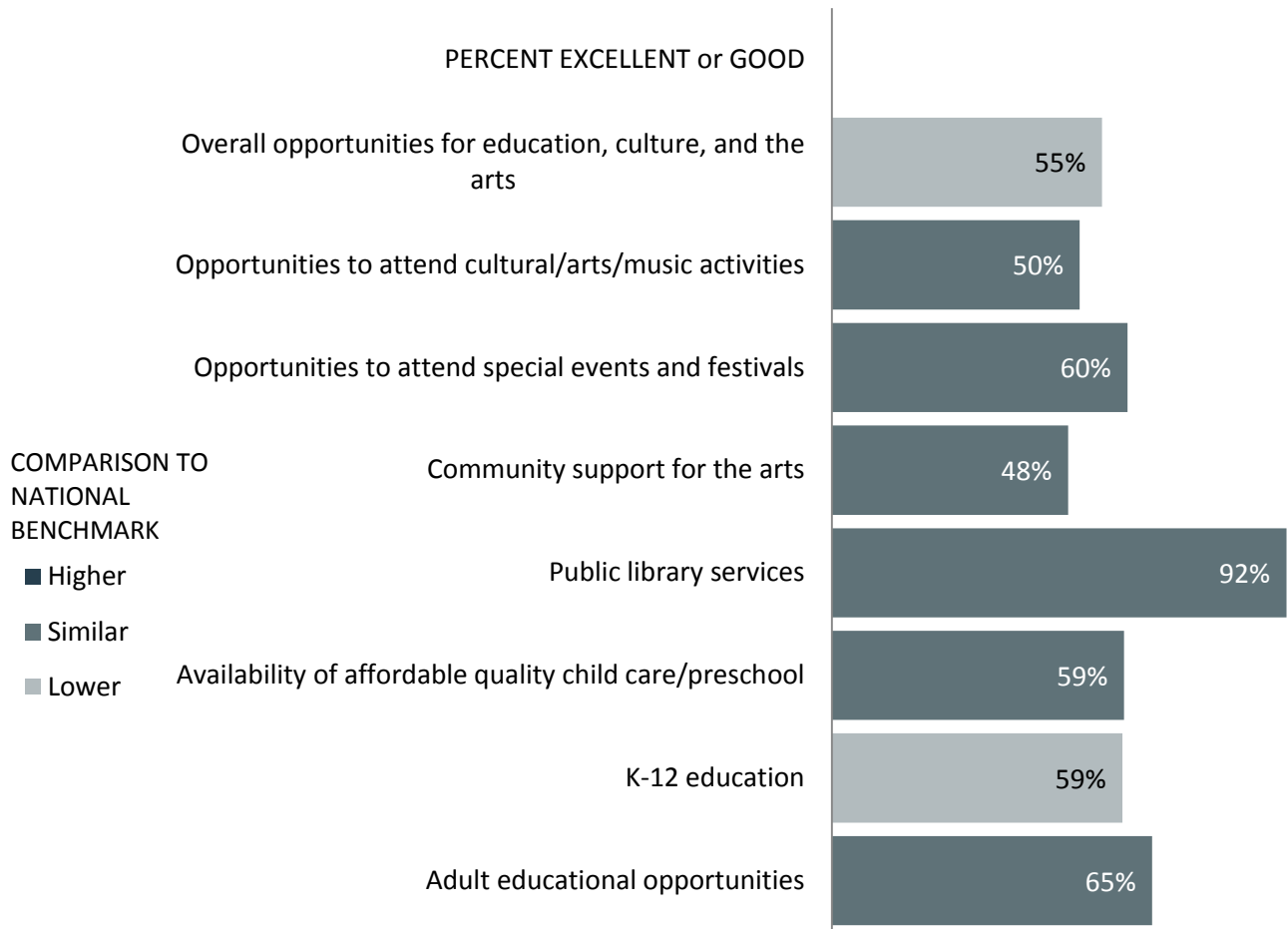


FIGURE 30: EDUCATION, ARTS AND CULTURE - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Overall opportunities for education, culture, and the arts	↓	55%
Opportunities to attend cultural/arts/music activities	↔	50%
Opportunities to attend special events and festivals	↔	60%
Community support for the arts	↔	48%
Public library services	↔	92%
Availability of affordable quality child care/preschool	↔	59%
K-12 education	↓	59%
Adult educational opportunities	↔	65%
Overall opportunities for education, culture, and the arts	↓	55%

Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

RESIDENTS' CONNECTION AND ENGAGEMENT WITH THEIR COMMUNITY

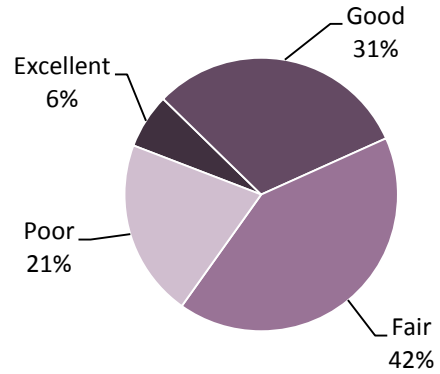


FIGURE 31: INCLUSIVITY & ENGAGEMENT

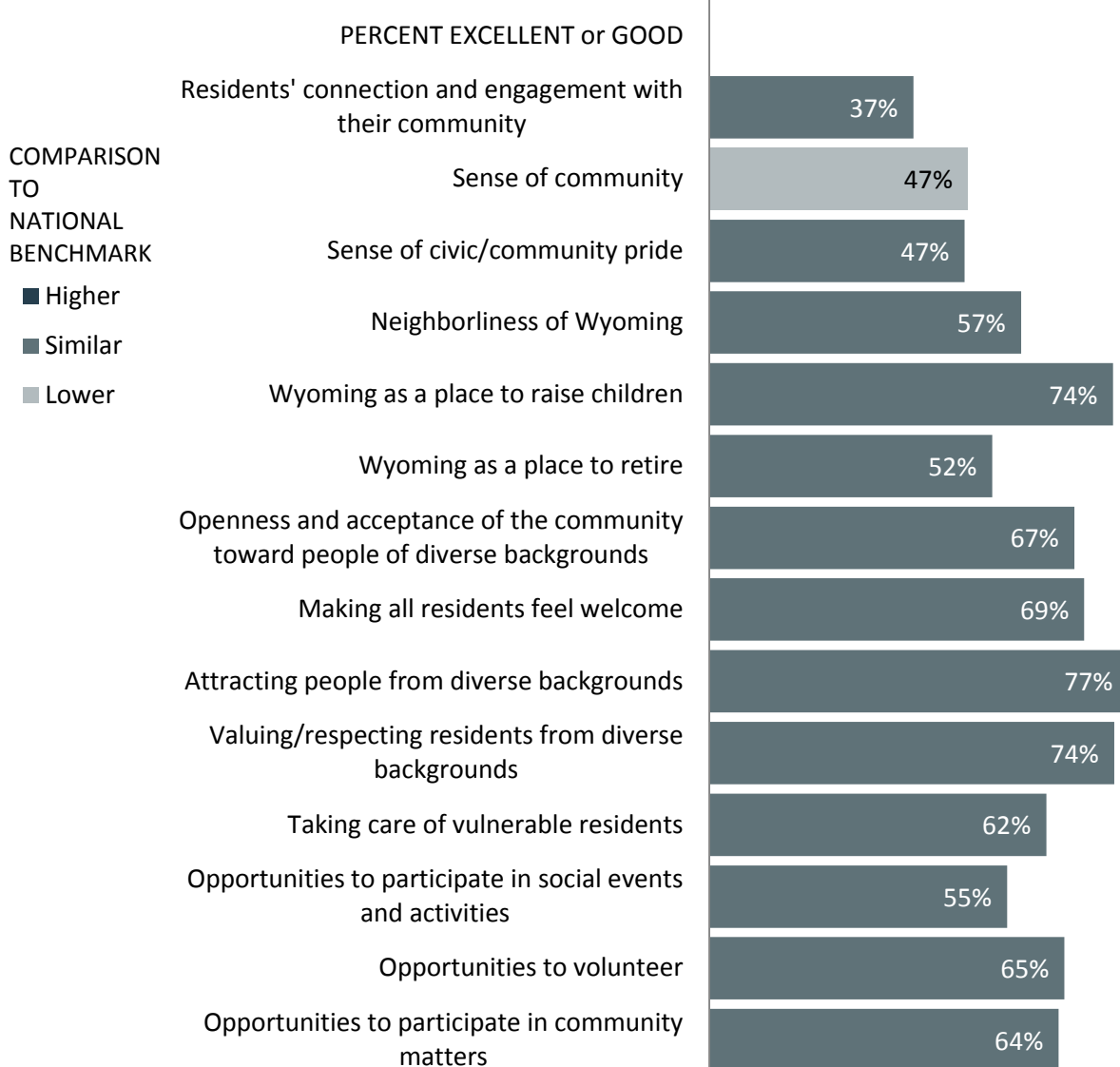


FIGURE 32: INCLUSIVITY & ENGAGEMENT - SUMMARY

Percent excellent or good	Comparison to benchmark	2020 rating
Residents' connection and engagement with their community	↔	37%
Sense of community	↓	47%
Sense of civic/community pride	↔	47%
Neighborliness of residents in Wyoming	↔	57%
Wyoming as a place to raise children	↔	74%
Wyoming as a place to retire	↔	52%
Openness and acceptance of the community toward people of diverse backgrounds	↔	67%
Making all residents feel welcome	↔	69%
Attracting people from diverse backgrounds	↔	77%
Valuing/respecting residents from diverse backgrounds	↔	74%
Taking care of vulnerable residents	↔	62%
Opportunities to participate in social events and activities	↔	55%
Opportunities to volunteer	↔	65%
Opportunities to participate in community matters	↔	64%

FIGURE 33: RESIDENTS' PARTICIPATION LEVELS

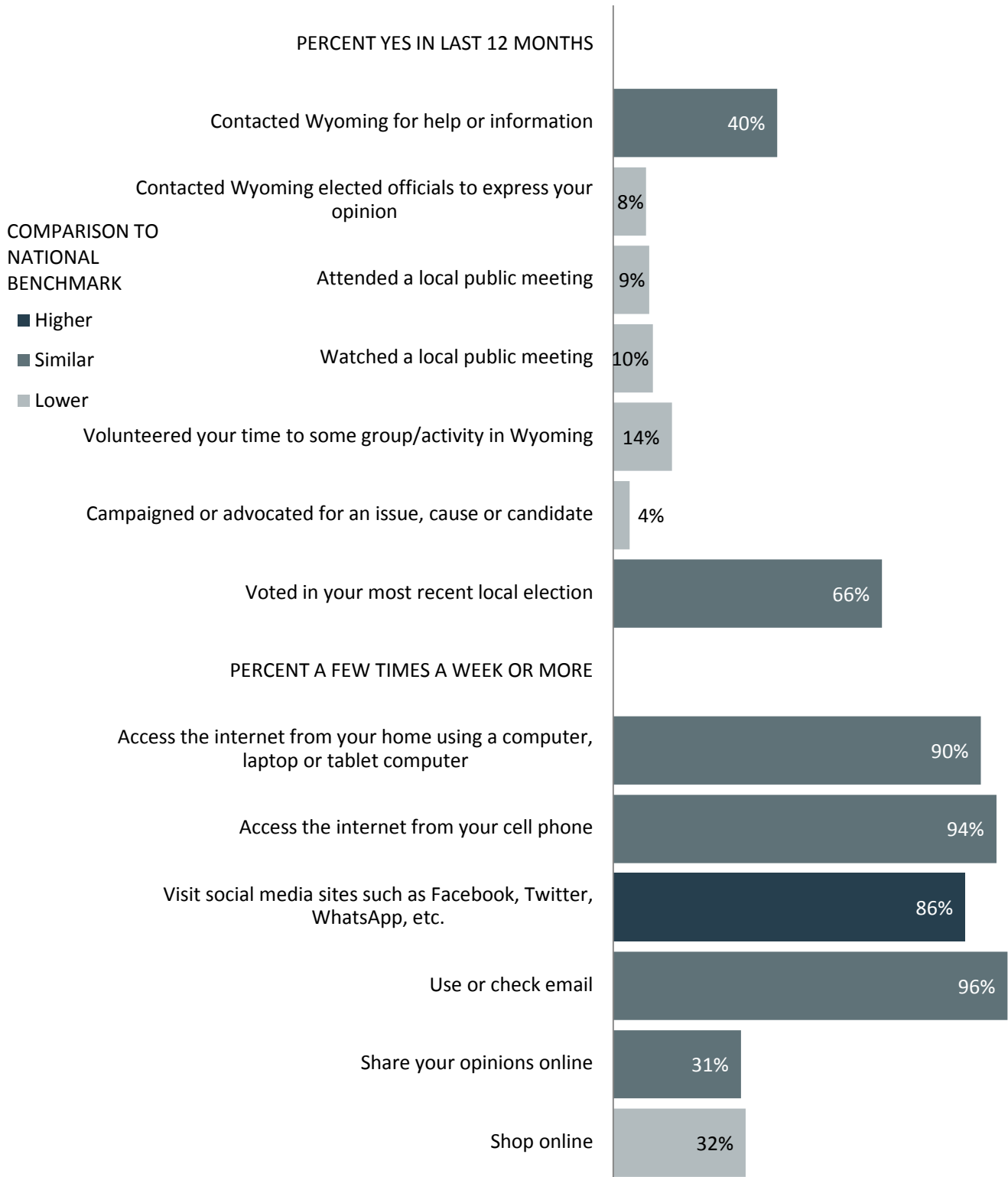


FIGURE 34: RESIDENTS’ PARTICIPATION IN LAST 12 MONTHS- SUMMARY

Percent who had done each in last 12 months	Comparison to benchmark	2020 rating
Contacted the City of Wyoming for help or information	↔	40%
Contacted Wyoming elected officials to express your opinion	↓	8%
Attended a local public meeting	↓	9%
Watched (online or on television) a local public meeting	↓	10%
Volunteered your time to some group/activity in Wyoming	↓↓	14%
Campaigned or advocated for a local issue, cause or candidate	↓	4%
Voted in your most recent local election	↔	66%

FIGURE 35: RESIDENTS’ GENERAL USE OF TECHNOLOGY- SUMMARY

Percent who report doing each at least a few times a week	Comparison to benchmark	2020 rating
Access the internet from your home using a computer, laptop or tablet computer	↔	90%
Access the internet from your cell phone	↔	94%
Visit social media sites such as Facebook, Twitter, WhatsApp, etc.	↑	86%
Use or check email	↔	96%
Share your opinions online	↔	31%
Shop online	↓	32%

Special Topics

FIGURE 36: PREFERENCES FOR CITY INFO

Please indicate your level of preference, if any, for each of the following current and potential future sources for receiving information and updates about the City government and its activities, events, and services.

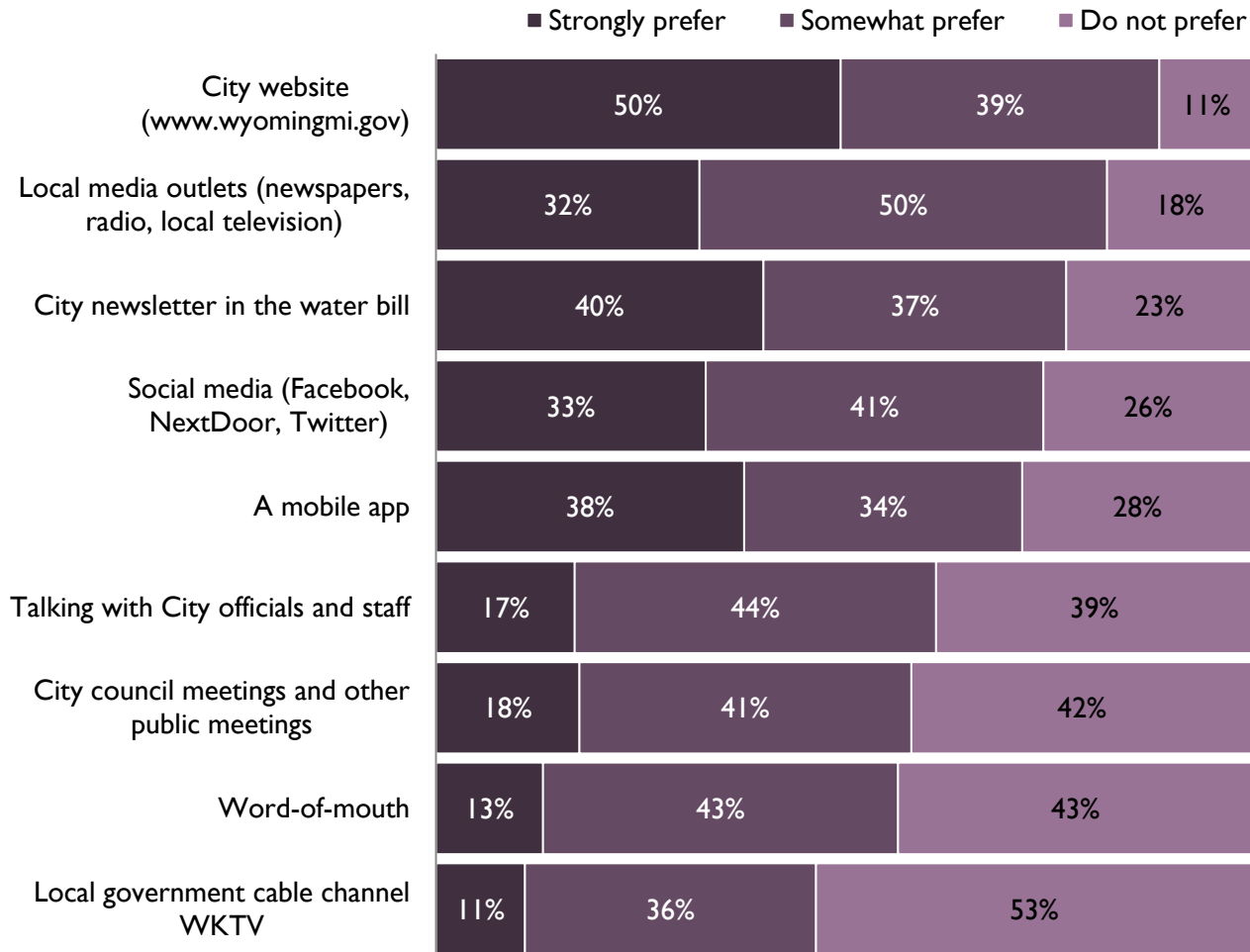


FIGURE 37: SUPPORT FOR USE OF INCENTIVES

Sometimes local governments provide incentives (such as property tax abatements and payments in lieu of taxes) to attract new businesses and promote economic development. How much do you support or oppose the use of incentives to encourage the following?

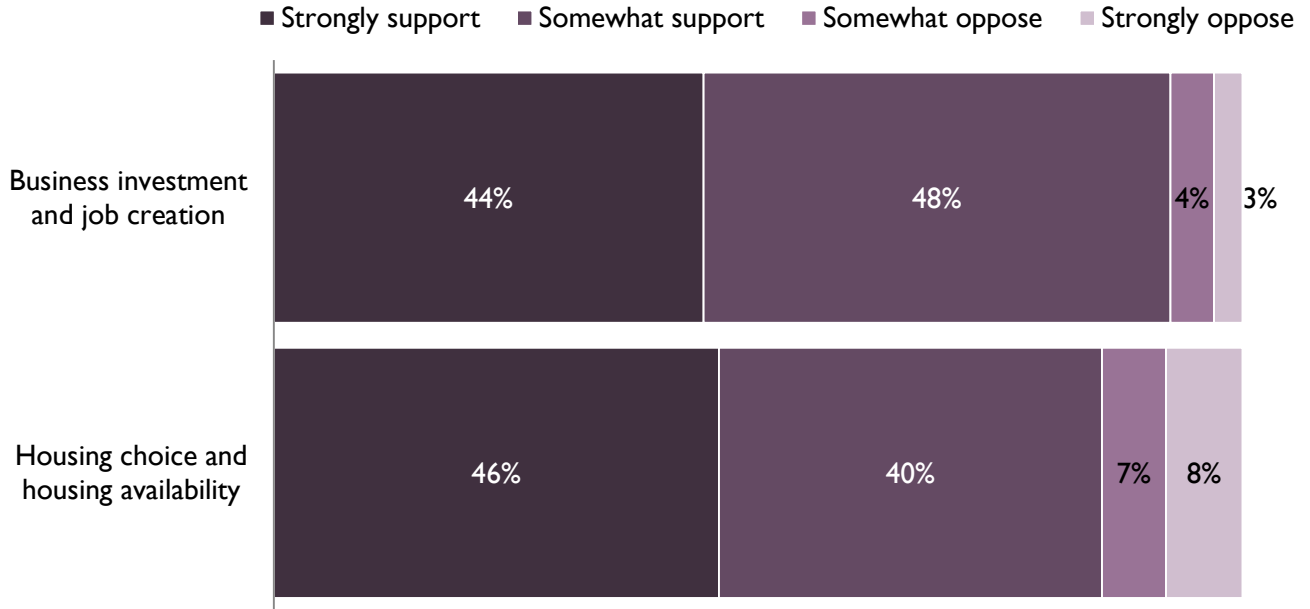
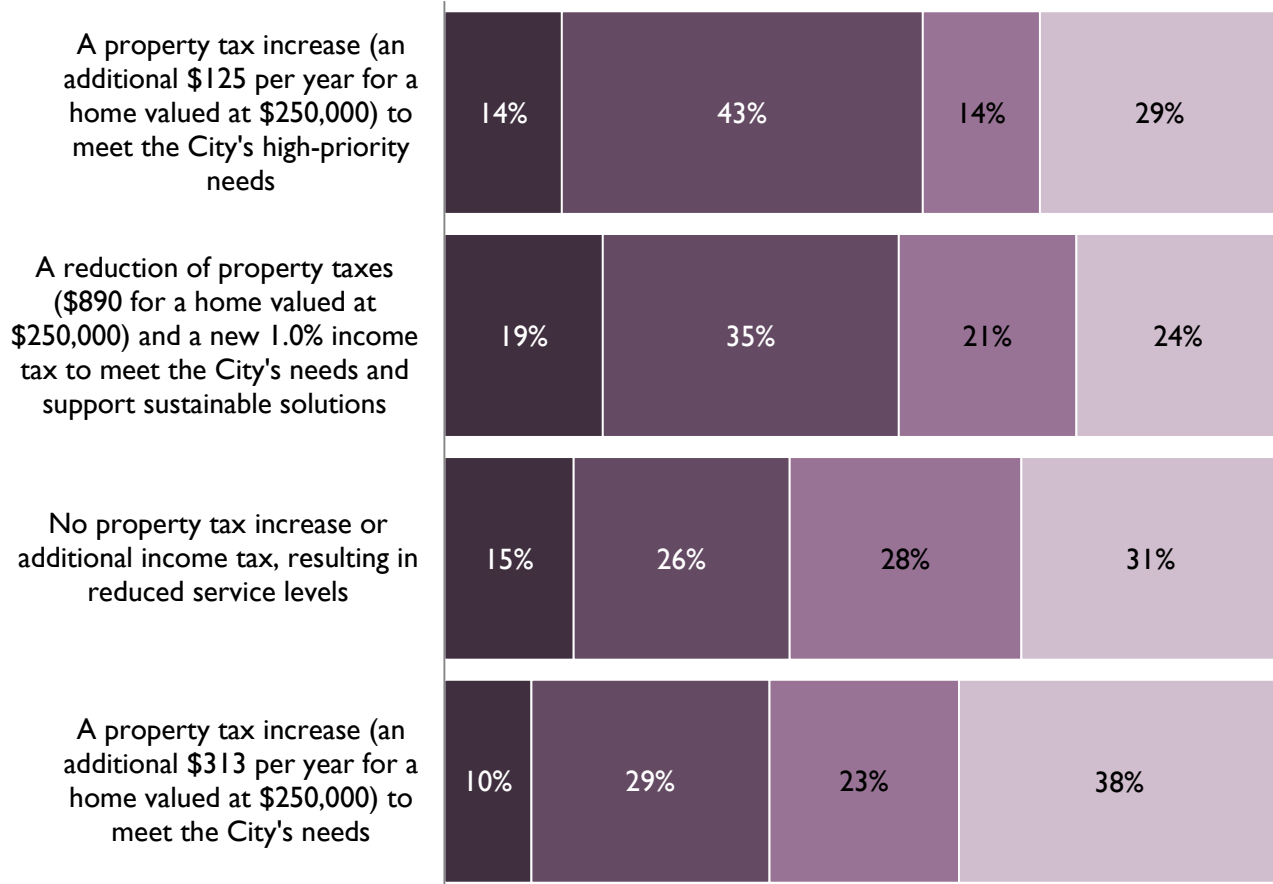


FIGURE 38: SUPPORT FOR OPTIONS TO FUND CITY SERVICES

Please indicate how much you would support or oppose each of the following potential options to fund City services.

■ Strongly support ■ Somewhat support ■ Somewhat oppose ■ Strongly oppose



CITY OF WYOMING BUDGET AMENDMENT

Date: July 20, 2020

Budget Amendment No. 009

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$128,209.30 of additional budgetary authority and recognize related grant revenue of \$116,000 for the Michigan Department of Treasury First Responder Hazard Pay Premiums Program as per resolution 26712 approved July 6, 2020.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Federal Grant Revenue				
101-531.001	-	\$116,000		116,000.00
Police - Administration Services - Salaries-Uniform Salaries - Uniform (Project: FRHPPP Police)				
101-305-30500-705.000	664,481.00	7,000.00		671,481.00
Police - Administration Services - FICA (Project: FRHPPP Police)				
101-305-30500-715.000	63,825.00	535.50		64,360.50
Police - Administration Services - Workers Comp Insurance (Project: FRHPPP Police)				
101-305-30500-719.000	14,152.00	138.60		14,290.60
Police - Detective Bureau - Salaries-Uniform Salaries - Uniform (Project: FRHPPP Police)				
101-305-31000-705.000	1,473,998.00	16,000.00		1,489,998.00
Police - Detective Bureau - FICA (Project: FRHPPP Police)				
101-305-31000-715.000	124,832.00	1,224.00		126,056.00
Police - Detective Bureau - Workers Comp Insurance (Project: FRHPPP Police)				
101-305-31000-719.000	30,825.00	316.80		31,141.80
Police - Patrol - Salaries-Uniform Salaries - Uniform (Project: FRHPPP Police)				
101-305-31500-705.000	4,987,724.00	62,000.00		5,049,724.00
Police - Patrol - FICA (Project: FRHPPP Police)				
101-305-31500-715.000	425,118.00	4,743.00		429,861.00
Police - Patrol - Workers Comp Insurance (Project: FRHPPP Police)				
101-305-31500-719.000	107,295.00	1,227.60		108,522.60
Fire - Administration Services - Salaries-Uniform Salaries - Uniform (Project: FRHPPP Fire)				
101-337-33700-705.000	190,901.00	2,000.00		192,901.00
Fire - Administration Service - FICA (Project: FRHPPP Fire)				
101-337-33700-715.000	17,980.00	153.00		18,133.00
Fire - Administration Service - Workers Comp Insurance (Project: FRHPPP Fire)				
101-337-33700-719.000	10,358.00	106.60		10,464.60
Fire - Fighting - Salaries-Uniform Salaries - Uniform (Project: FRHPPP Fire)				
101-337-33900-705.000	1,892,724.00	27,000.00		1,919,724.00
Fire - Fighting - FICA (Project: FRHPPP Fire)				
101-337-33900-715.000	165,533.00	2,065.50		167,598.50

CITY OF WYOMING BUDGET AMENDMENT

Date: July 20, 2020

Budget Amendment No. 009

Fire - Fighting - Workers Comp Insurance (Project: FRHPPP Fire)			
101-337-33900-719.000	111,780.00	1,439.10	113,219.10
Fire - Prevention - Salaries-Uniform Salaries - Uniform (Project: FRHPPP Fire)			
101-337-34100-705.000	156,279.00	2,000.00	158,279.00
Fire - Prevention - FICA (Project: FRHPPP Fire)			
101-337-34100-715.000	12,461.00	153.00	12,614.00
Fire - Prevention - Workers Comp Insurance (Project: FRHPPP Fire)			
101-337-34100-719.000	8,593.00	106.60	8,699.60
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 12,209.30

Recommended: *Hate Balford*
Finance Director

C. J. Ab
City Manager

Motion by Councilmember _____, seconded by Councilmember _____

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
BENTELER AUTOMOTIVE CORPORATION
FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District Numbers 117 and 177, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 11824 on June 16, 1986 and Resolution 16813 on October 17, 1994, respectively.
2. Benteler Automotive Corporation has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to modifying their facility located within Industrial Development Districts 117 and 177, with an estimated cost of \$3,305,000 for real property to be located at 3721 Hagen Dr, SE.
3. Before acting on this application, the City Council held a public hearing on July 20, 2020, in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
4. Construction had not begun earlier than six (6) months before June 8, 2020, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
5. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
6. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificate previously granted and currently in force under PA 198 of 1974, as amended and PA 225 of 1978, as amended shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Benteler Automotive Corporation for an Industrial Facilities Exemption Certificate, with respect to modification of the facility on the following described parcel of real property situated within Industrial Development Districts 117 and 177, to wit:

Address: 3721 Hagen Dr, SE, Wyoming, MI 49548

Tax Parcel No.: 41-18-19-126-059

Legal Description:

Lot 24. Kent Industrial Center. Also Lot 98 Kent Industrial Center No. 2.

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period twelve (12) years.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY, ASSISTANCE TO FIREFIGHTERS COVID-19 GRANT

WHEREAS:

1. The Department of Public Safety's Fire Service applied for and received a grant through the DHS FEMA AFG COVID-19.
2. As detailed in the attached Staff Report, the Federal Emergency Management Agency Assistance to Firefighters COVID-19 Grant provided funding to reimburse for supplies and equipment necessary to combat the novel Coronavirus.
3. FEMA awarded a grant in the amount of \$4,076.96 to the Wyoming Fire Department to be used to reimburse for supplies and equipment. There is a 10% matching fund component totaling \$407.70 required by the Wyoming Fire Department.
4. The matching funds have already been utilized and funding is reimbursement for expenses incurred the previous fiscal year.
5. It is recommended the City Council accept the reimbursement grant funds from FEMA.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the grant from the Federal Emergency Management Agency in the amount of \$4,076.96 and authorize Chief Kimberly Koster to serve as Program Director.

Moved by Councilmember:
Seconded by Councilmember:
Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2020.

ATTACHMENTS:
Staff Report

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: July 7, 2020

Subject: Acceptance of DHS FEMA AFG Grant Funds for COVID-19 Supplies and Equipment

From: Dennis Van Tassell, Deputy Fire Chief

Meeting Date: July 20, 2020

RECOMMENDATION:

It is recommended the City Council accept a grant from the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program. The grant funds will be used to reimburse the department for emergency medical supplies and equipment purchased to combat the COVID-19 epidemic. This grant was developed to assist agencies to recoup the costs of protecting their community.

COMMUNITY, SAFETY, STEWARDSHIP:

The money from this grant will be utilized to reimburse the fire department for purchases that have already been made. The eligible items to claim reimbursement for were strictly for medical equipment and cleaning equipment necessary to combat and treat people for the COVID-19 pandemic.

DISCUSSION:

In March 2020, FEMA released a grant opportunity through the AFG program to assist fire departments struggling with budgetary issues related to purchasing supplies and equipment to combat the novel Coronavirus. The grant was developed to reimburse for purchases already made to protect fire personnel and the community they serve.

All City purchasing policies were followed for the purchase of the supplies and equipment.

BUDGET IMPACT:

This grant totals \$4,484.66 FEMA provides \$4,076.96 reimbursement for equipment previously purchased. There is a 10% matching fund obligation totaling \$407.70 necessary to complete this project. The matching fund obligation was met in the previous fiscal year. This is a reimbursement for expenses incurred in the previous fiscal year.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE AND DIRECT THE MAYOR AND
CITY CLERK TO SIGN THE MEMORANDUM OF COLLABORATION FOR
INDIGENT DEFENSE SERVICES

WHEREAS:

1. Wyoming as the court funding unit for the 62-A District Court, Walker and Grandville as the court funding units for the 59th District Court, and Kentwood as the court funding unit for the 62-B District Court have worked collaboratively to a single grant from the Michigan Indigent Defense Commission (“MIDC”) to fund indigent defense attorney services in those courts and to jointly administer that grant and related indigent defense attorney services contracts.
2. The cities have proposed a Memorandum of Collaboration for Indigent Defense Services reflecting that collaboration.

NOW, THEREFORE, BE IT RESOLVED:

1. The Memorandum of Collaboration for Indigent Defense Services is approved in substantially the form attached subject to changes approved by the City Manager and City Attorney, and the Mayor and City Clerk are authorized and directed to sign it for the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Memorandum of Collaboration

Resolution No. _____

STAFF REPORT

Date: July 8, 2020
Subjects: Memorandum of Collaboration for Indigent Defense Services
From: Scott Smith, City Attorney
Meeting Date: July 20, 2020

RECOMMENDATIONS:

Adopt the Resolution Approving and Authorizing and Directing the Mayor and City Clerk to Sign the Memorandum of Collaboration for Indigent Defense Services.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Wyoming will work in collaboration with Grandville, Walker and Kentwood to provide indigent criminal defense services in the 59th, 62-B and 62-A District Courts with a single MIDC grant and resulting consolidation of grant administration obligations.

Safety – Providing appropriate criminal defense to indigent defendants is a key element of the criminal justice system and is therefore a component of law enforcement.

Stewardship – This will result in competitive proposals from attorneys, firms and organization providing indigent criminal defense services that, combined with the consolidation of grant administration may reduce the costs of and improve the scope of indigent criminal defense services.

BUDGET IMPACT:

Any changes in costs will be reflected in the amounts of MIDC grants, with the City's local share being unaffected by this arrangement. However, we believe this may reduce the time spent by City staff related to MIDC grant administration and compliance.

DISCUSSION:

The Michigan Indigent Defense Commission (“MIDC”) adopted 8 Minimum Standards for Indigent Criminal Defense Services, the first 4 of which were approved by the Michigan Department of Licensing and Regulatory Affairs (“LARA”) for statewide implementation. Wyoming initially implemented them in the 62-A District Court beginning August 1, 2019, as did Kentwood in the 62-B District Court, and Walker and Grandville in the 59th District Court. The four cities and 3 district courts contracted with the Kent County Office of the Defender (“KCOD”) for those services. Kent County similarly contracted with KCOD for services in the 63rd District Court and services at the Kent County Correctional Facility (“KCCF”).

While the cities initially discussed collaborating and various approaches to selecting indigent defense attorney services providers, the timing of implementation (delayed due to MIDC grant contract negotiations spearheaded by Kent County and the Michigan Association of Counties), the “unknowns” in working with the MIDC, and the experience of KCOD as an indigent defense attorney services providers, led the four cities to contract with KCOD based on a common contract form. Wyoming staff, staff of the other three cities, and staff of the three district courts were wary of the administration that might be required to manage services resulting from competitive proposals for those services. Since then, the four cities and three district courts have observed the competitive process used by the 61st District Court, learned about other service models in the state, and become more familiar with MIDC grant requirements and expectations. In addition, during the recent application to the MIDC for the state's FY 21 grant cycle,

KCOD presented the four cities with a “wish list” proposed budget that to staff of the four cities seemed unnecessarily costly.¹

The four cities decided to return to their collaborative approach. We submitted a single, combined grant application. We have developed an RFP for indigent defense attorney services that will be issued soon with a proposal due date in August and the newly selected attorneys to start soon after the October 1 state fiscal year. We anticipate KCOD will be a proponent, along with others.

This memorandum of collaboration simply reflects the agreed-upon working relationship. It is intended to be flexible to adapt to changing MIDC requirements and the results of the RFP. Wyoming will be the MIDC grant recipient and responsible for grant reporting and compliance.

¹ KCOD proposed a \$506,479 contract for FY 21. For perspective, in FY 18 before MIDC implementation, Wyoming spent only about \$15,000 on indigent defense services. In FY 19, the MIDC approved budget was for \$190,200. In FY 20 the budget was increased to \$358,250 with the expectation a second defense attorney might be needed, though caseload reductions and other changes might mean only an addition .25 FTE rather than 1.0 FTE is needed.

MEMORANDUM OF COLLABORATION FOR INDIGENT DEFENSE SERVICES

The City of Grandville, 3195 Wilson Ave SW, Grandville, MI 49418 (“**Grandville**”) and the City of Walker, 4243 Remembrance Rd NW, Walker, MI 49534 (“**Walker**”), as the court funding units for the 59th District Court, the City of Wyoming, 1155 28th St SW, PO Box 509, Wyoming, MI 49509-0905 (“**Wyoming**”), as the court funding unit for the 62-A District Court, and the City of Kentwood, 4900 Breton Ave SE, PO Box 8848, Kentwood, MI 49518 (“**Kentwood**”), as the court funding unit for the 62-B District Court (together the “**Cities**”), together with the **59th District Court**, 3161 Wilson Ave SW, Grandville, MI 49418 and 4343 Remembrance Rd NW, Walker, MI 49534, **62-A District Court**, 2650 DeHoop Ave SW, Wyoming, MI 49509, and **62-B District Court**, 4740 Walma Ave SE, Kentwood, MI 49512 (together the “**Courts**”) are signing this memorandum, as of _____, 2020, to reflect in writing their collaboration for indigent defense services.

BACKGROUND

A. Pursuant to the Michigan Indigent Defense Commission Act, 2013 PA 93, MCL 780.981 *et seq.*, the Michigan Indigent Defense Commission (“**MIDC**”), under the aegis of the Michigan Department of Licensing and Regulatory Affairs (“**LARA**”), promulgated minimum standards for indigent criminal defense (“**MIDC Standards**”) and provides grants to court funding units for funds exceeding amounts each court funding unit historically provided for indigent criminal defense (commonly known as “**local shares**”) that are needed to implement those standards (“**MIDC grants**”).

B. For the state’s 2019 and 2020 fiscal years each of the Cities received separate MIDC grants to fund the respective indigent criminal defense services in the courts they respectively fund and contracted separately with one or more indigent criminal defense service providers for those services.

C. For various reasons the Cities and Courts wish to collaborate on a single MIDC grant and on one or more joint contracts with indigent criminal defense service providers.

D. Kent County in conjunction with the 63rd District Court will be the MIDC grant recipient for, contract for and manage indigent defense services for video arraignments at the Kent County Correctional Facility (“**KCCF**”) and for investigator services should they be needed by assigned indigent defense counsel serving in the Courts.

E. This memorandum is intended to reflect the basic understandings and working relationships underlying that collaboration recognizing (i) the parties have worked well together regarding many aspects of indigent criminal defense services as they have adapted to changes in MIDC processes and expectations and (ii) they will need to continue to adapt to MIDC changes and in each of the Courts, especially with the COVID-19 pandemic and possible changes in local law enforcement.

F. This collaboration is intended as a joint endeavor as provided in the Municipal Partnership Act, 2011 PA 258, MCL 124.111 *et seq.*, in which the Cities, as court funding units and MIDC grant recipients are parties and the Courts are consenting to the terms of the collaboration because the resulting indigent criminal defense services are provided in the Courts the indigent criminal defense counsel will be interacting with the Courts and their personnel.

COLLABORATIVE FRAMEWORK

1. Single Grant. The Cities filed a single, combined state fiscal year 2021 MIDC **grant request** (*i.e.*, a combined compliance plan and cost analysis) to fund indigent criminal defense services in the Courts. Wyoming will be the MIDC grant recipient for indigent criminal defense services.

A. For each state fiscal year, the Cities will compile a combined grant request based on experiences of and projections for each of the Courts. In order to provide as much flexibility as possible, the cost information for each court will, to the extent possible, not be submitted to the MIDC but will be used by the Cities to compile and allocate grant funds. The Cities and the Courts will provide such information as may be needed to file that combined grant request and will obtain from any attorneys or entities with whom the Cities have indigent criminal defense services contracts such information as is needed from those attorneys or entities to timely file the combined grant request.

B. When the proposed MIDC grant contract is received, Wyoming will circulate it to the other Cities for review and comment before signing it.

C. Wyoming will be responsible for filing the quarterly MIDC reports to the extent such reporting is not completed by a managed assigned counsel attorney manager. Wyoming will circulate a draft of each report to the other Cities for review and comment before filing it. The other Cities and the Courts will share with Wyoming on a timely basis such data as is necessary to file those quarterly MIDC reports. Wyoming will also obtain from all attorneys or entities with whom the Cities have entered into indigent criminal defense services contracts such information as is needed to file quarterly reports.

D. Each of the Cities will transmit to Wyoming its respective local share for deposit in Wyoming's restricted indigent defense system fund (in which Wyoming will have deposited its own local share and the MIDC grant funds) with the same portions and the same frequency that each has, prior to this Memorandum, deposited its own local share in its own restricted indigent defense fund.

E. Wyoming will pay invoiced indigent criminal defense related expenses in accordance with the MIDC grant agreement, the then current approved MIDC fiscal year cost analysis, contracts with indigent criminal defense service providers, other applicable legal requirements, and Wyoming's standard governmental accounting practices. Any of the Cities may review all records related to the handling of funds under this Memorandum at any time during normal Wyoming business hours.

2. RFP. Simultaneously with the review and approval of this memorandum, the parties are collaboratively preparing and issuing a joint request for proposals ("**RFP**") from attorneys, law firms and others who have an interest in (i) assigned criminal defense counsel services in the Courts or (ii) serving as a managed assigned counsel attorney manager. The Cities and Courts will assign representatives to review submitted proposals, interview selected proponents, negotiate and prepare proposed contracts with selected proponents, and enter into contracts as they deem best to provide indigent criminal defense services in accordance with MIDC Standards, MIDC grant terms, the State Bar of Michigan's Rules of Professional Conduct, applicable law, applicable court rules, the Michigan Code of Judicial Conduct, State Court Administrator Office standards and guidelines, and budgeting. While contract price/cost will be an important factor in consideration of proposals, (i) the proponent's experience and expertise, (ii) the proponent's reputation, (iii) previous experience with a proponent, (iv) the experience, expertise, reputation, and previous experience with a proponent's identified personnel, and (v) other factors may be as or more important to the award of one or more contracts.

3. Attorney Contracts. Contracts with selected attorneys, firms or organizations will provide for primary counsel, conflict counsel and, if needed, back-up counsel to serve for illnesses, vacations, and other times when primary counsel is unavailable. Those contracts will:

A. Provide for services including (i) timely visits and consultations, (ii) representation at arraignments (except video arraignments from the KCCF), (iii) representation at pretrial conferences and other court appearances, (iv) access to investigators, if needed, via the arrangement with Kent County (v) experts, if needed, (vi) filing of appropriate motions, and (vii) other actions required consistent with professional standards for criminal defense of misdemeanor charges.

B. Ensure reporting compliance and accountability needed to meet MIDC Standards, MIDC grant requirements, MIDC quarterly reporting and any other applicable requirements. This will include billing, training, clients meeting, and other requirements for benchmarks.

C. Ensure compliance with training requirements, ethical obligations, MIDC Standards, applicable law, MIDC grant obligations, and other requirements.

D. Provide for one or more firms or organizations or for one or more pools of attorneys to serve as assigned indigent defense counsel for cases pending before the Courts.

E. Provide payments for attorneys, firms or organizations based on monthly fees, daily fees, hourly rates, per case rates, per activity or event rates, or another basis that may or may not include minimums or maximums.

F. To the extent possible, (i) as part of a contract with a firm or organization, (ii) as a contract with a managed assigned counsel attorney manager, or (ii) otherwise, provide for:

1. Coordination, oversight, and management or, and as a single point for addressing concerns about assigned indigent defense attorney services;
2. Possible mentoring of counsel at first appearance or assigned counsel;
3. Required reporting, data gathering and analysis, required for quarterly MIDC reports or other MIDC grant compliance;
4. Annual budgeting and compliance plan preparation;
5. Conflict counsel assignment and management; and
6. Such other services as may be determined necessary or desirable to alleviate the need for Wyoming personnel to perform such work.

G. Provide procedures for addressing performance or other concerns, including consequences for failing to meet contractual requirements.

H. If a pool of attorneys is to be used, provide the methodology for case assignments. A methodology for assigning cases to conflict counsel will also be provided.

I. Term and termination provisions, including any provisions needed to address funding interruptions or changes in applicable law, MIDC Standards, MIDC grant obligations, or other applicable requirements. The term and termination must allow for the withdrawing of any party under section 5 below.

J. If needed, address how the Courts will coordinate to minimize occasions when one or more attorneys might find schedules requiring simultaneous attendance at events or activities.

K. Address caseload expectations and management.

L. Address any other issues the parties or selected attorneys, firm(s) or organization(s) wish to address.

4. Intent. This memorandum outlines a framework for the joint venture to provide indigent criminal defense services in the Courts recognizing that changes in caseloads, MIDC requirements, judges and Court personnel, applicable laws, responses to the continuing COVID-19 pandemic, and other factors may require changes in operations. The Cities and Courts agree those of them affected by any changing factors will meet as reasonably needed to address them.

5. Term and Termination. The collaborative joint venture described in this memorandum will continue for 5 years through the expiration of the MIDC grant for states FY 2025 MIDC grant expiring on September 31, 2025. However, any of the Cities may terminate it earlier at the end of any state fiscal year by giving notice at least 30 days before the due date for the MIDC compliance plan and cost analysis for the ensuing state fiscal year.

6. General Provisions.

A. Each party had input in drafting of this memorandum, so it is to be construed as mutually drafted.

B. Only the Cities and Courts are intended to benefit from this memorandum. It is not intended to benefit or to give rights to any other party.

C. No lawsuit may be brought pursuant to or to enforce this memorandum unless the Cities have first expressed their respective positions in writing and met, attempting to resolve any dispute.

The Cities have signed this Memorandum as of the date first written above.

[Signatures on next page.]

City of Grandville

By: _____
Steve Maas, Mayor

By: _____
Marci Poley-Kwiatkowski, City Clerk

Date signed: _____, 2020

Approved by City Council on _____, 2020.

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2020

Approved by City Council on _____, 2020.

The Courts consent to the terms of this memorandum and agree to participate as needed in the collaboration it describes.

59th District Court

Peter P. Versluis, Chief Judge

Date signed: _____, 2020

62-B District Court

William G. Kelly, Chief Judge

Date signed: _____, 2020

City of Walker

By: _____
Gary Carey, Jr., Mayor

By: _____
Sarah Bydalek, City Clerk

Date signed: _____, 2020

Approved by City Commission on _____, 2020.

City of Kentwood

By: _____
Stephen C. N. Kepley, Mayor

By: _____
Dan Kasunic, City Clerk

Date signed: _____, 2020

Approved by City Commission on _____, 2020.

62-A District Court

Pablo Cortes, Chief Judge

Date signed: _____, 2020

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
ACCEPT QUOTES FOR THE PUBLIC SAFETY HEADQUARTERS
HVAC SYSTEM REPLACEMENT PROJECT AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENTS

WHEREAS:

1. As detailed in the attached Staff Report, the HVAC system at the Public Safety headquarters is in need of replacement.
2. It is recommended the City Council authorize the City Manager to accept quotes for the HVAC replacement project which may include electrical upgrades, roof repair, and window removal and installation in addition to the HVAC equipment.
3. Funds are budgeted in the capital outlay police building account number 101-305-30610-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the City Manager to accept quotes for the Public Safety headquarters HVAC system replacement project.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreements.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

DATE: July 15, 2020

Subject: Replacement of HVAC System at the Public Safety Headquarters Building

From: Captain James Maguffee

Meeting Date: July 20, 2020

RECOMMENDATION:

It is recommended the City Council approve the expenditure for replacement of the HVAC system at the Public Safety headquarters building in the estimated of \$172,337.

COMMUNITY, SAFETY, STEWARDSHIP:

The Department of Public Safety relies heavily on its infrastructure, not only for our employees, but for the public we serve. Providing the timely replacement of the HVAC System allows the City of Wyoming to maintain high-quality infrastructure.

DISCUSSION:

The HVAC system for the Public Safety headquarters building is past its life expectancy and is in a frequent state of inoperability. The City has expended thousands of dollars to limp the system along, but options and ability to do so are nearing an end. The primary contractor who services the system advises they are near the end of their ability to repair and find replacement parts. The building is not constructed in a way to function without HVAC controlled temperature controls.

BUDGET IMPACT:

Peerbolt's Mechanical Inc. has provided the City with a quote for the total replacement cost in the amount of \$156,670. It is expected, there will be additional costs incurred, including electrical repairs and upgrades, and sealed window removal and replacement and roof repair after the installation. It is estimated a 10% overage allotment will cover these expenses.

A second quote was requested and is expected this week. I respectfully request the City Manager be authorized to accept the better of the two quotes, considering the total amount, equipment, and competency of the contractor, in order to make the best stewardship decision for the City.

Funds for the HVAC system is allocated in a capital outlay police building account number 101-305-30610-975.000.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM CARRIER & GABLE, INC.
FOR THE PURCHASE OF MAST ARMS AND STRAIN POLE EQUIPMENT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a quote from Carrier & Gable, Inc. for the purchase of mast arms and strain pole equipment as needed through June 30, 2021.
2. It is estimated the City will spend approximately \$80,000 for the mast arms and strain pole equipment.
3. Funds are budgeted in the major street fund account number 202-441-47400-775000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Carrier & Gable, Inc. for the purchase of mast arms and strain pole equipment through June 30, 2021.
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 July 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: July 15, 2020
Subject: Authorize the Purchase of Mast Arms and Strain Pole Equipment
From: Russ Henckel, Assistant Director of Public Works
Meeting Date: July 20, 2020

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of mast arms, and strain poles from Carrier & Gable, Inc. from June 30, 2020 to June 30, 2021 per the attached quotation number WY19C.

COMMUNITY, SAFETY, STEWARDSHIP:

Continually maintaining and upgrading traffic signal equipment ensures that motorists and pedestrians are provided the most current safety features and efficiencies in Wyoming.

DISCUSSION:

It is recommended that the City Council authorize the purchase of mast arms, and strain poles from Carrier & Gable, Inc. for the period of June 30, 2020 through June 30, 2021 per the attached quotation number WY19C.

BUDGET IMPACT:

It is expected that the City will purchase approximately \$80,000 of equipment for the year. Sufficient funds are available in the Major Street fund, account number 202-441-47400-775.000.



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 1

Sales Quote WY19C
Sales Quote Date: 6/30/2020
Expires On: 6/30/2021
Customer ID: 2170
SalesPerson: Mike Schasser
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
JODIE THEIS
2660 BURLINGAME, S.W.
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.:
Shipment Within: 12-14 WEEKS ARO
Shipping Terms:

Project No.:
Intersection: CONTRACT/STRAIN POLES/MAST ARMS/STDS.
Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
ITEM	ITEM 1871 30' (9140mm) POLE MDOT 18" BC		1	4,144.71	4,144.71
ITEM	ITEM 1881 36' (10970mm) POLE MDOT 18" BC		1	5,076.47	5,076.47
ITEM	ITEM 1891 40' (12190mm) POLE MDOT 18" BC		1	7,424.71	7,424.71
ITEM	ITEM 1880 21' STANDARD, CAT III 4-BOLT		1	4,312.94	4,312.94
ITEM	ITEM 1890 STANDARD, 30' CAT III		1	5,076.47	5,076.47
ITEM	ITEM 1900 MAST ARM, 60' CAT III		1	7,896.47	7,896.47
ITEM	ITEM 1910 MAST ARM, 55' CAT III		1	7,408.24	7,408.24
ITEM	ITEM 1920 MAST ARM, 50' CAT III		1	6,990.59	6,990.59
ITEM	ITEM 1930 MAST ARM, 45' CAT III		1	6,414.12	6,414.12



CARRIER & GABLE, INC.

24110 Research Drive
Farmington Hills, MI 48335
(248) 477-8700 (248) 473-0730 • FAX

www.carriergable.com

SALES QUOTE

Page: 2

Sales Quote WY19C
Sales Quote Date: 6/30/2020
Expires On: 6/30/2021
Customer ID: 2170
SalesPerson: Mike Schasser
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
2660 BURLINGAME, S.W.
P.O. BOX 905
WYOMING, MI 49509-0905

Ship

To: WYOMING, CITY OF
JODIE THEIS
2660 BURLINGAME, S.W.
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.:
Shipment Within: 12-14 WEEKS ARO
Shipping Terms:

Project No.:
Intersection: CONTRACT/STRAIN POLES/MAST ARMS/STDS.
Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
ITEM	ITEM 1940 MAST ARM, 40' CAT III		1	6,049.41	6,049.41
ITEM	ITEM 1950 MAST ARM, 35' CAT III		1	5,489.41	5,489.41
ITEM	ITEM 1960 MAST ARM, 30' CAT III		1	5,195.29	5,195.29
ITEM	ITEM 1970 MAST ARM, 25' CAT III		1	4,760.00	4,760.00
ITEM	ITEM 1980 8 ft LUMINAIRE ARM, GALV		1	1,164.71	1,164.71
ITEM	ITEM 1990 ARM, 10' LUMINAIRE		1	1,195.29	1,195.29
ITEM	ITEM 2000 12 ft LUMINAIRE ARM, GALV		1	1,225.65	1,225.65
ITEM	ITEM 2001 STANDARD, 21' CAT III, 18" BC		1	4,297.65	4,297.65
ITEM	ITEM 2002 STANDARD, 30' CAT III, 18" BC		1	5,074.12	5,074.12



CARRIER & GABLE, INC.

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SALES QUOTE

Page: 3

Sales Quote WY19C
Sales Quote Date: 6/30/2020
Expires On: 6/30/2021
Customer ID: 2170
SalesPerson: Mike Schasser
Terms: NET 30 DAYS

Sell

To: WYOMING, CITY OF
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Ship

To: WYOMING, CITY OF
JODIE THEIS
2660 BURLINGAME, S.W.
WYOMING, MI 49509-0905

ALL VALUES STATED IN U.S. DOLLARS

Bid Item No.: Project No.:
Shipment Within: 12-14 WEEKS ARO Intersection: CONTRACT/STRAIN POLES/MAST ARMS/STDS.
Shipping Terms: Project City:
Project County:
Sheet:
Project Misc.:

Item No.	Description	Cross-Reference No.	Qty.	Unit Price	Total Price
ITEM	ITEM 2003 30' STRAIN POLE 6 BOLT PATTERN		1	5,315.29	5,315.29
ITEM	ITEM 2004 36' STRAIN POLE 6 BOLT PATTERN		1	7,423.53	7,423.53
ITEM	ITEM 2005 40' STRAIN POLE 6 BOLT PATTERN		1	8,298.82	8,298.82
157-NS008649	ITEM 2006 TOP ANCHOR PLATE, 21" BC FOR STRAIN POLES		1	154.00	154.00
157-NS009467	ITEM 2007 BOTTOM ANCHOR PLATE, 21" BC FOR STRAIN POLES		1	375.00	375.00
157-NS008634	ITEM 2008 ANCHOR BOLT, 1 3/4" X 72" (6 PER STRAIN POLE)		6	186.00	1,116.00
	FREIGHT (TBD)		1		

Amount Subject to Sales Tax	0	Subtotal:	111,878.89
Amount Exempt from Sales Tax	111,878.89	Invoice Discount:	0.00
		Total Sales Tax	0.00
		Total:	111,878.89

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PREIN & NEWHOF TO DESIGN AND ADMINISTER THE CONSTRUCTION OF THE PLASTER CREEK BOULEVARD AND NON-MOTORIZED TRAIL PROJECT FROM BUCHANAN AVENUE TO DIVISION AVENUE

WHEREAS:

1. The City of Wyoming is eligible to receive Michigan Department of Transportation (MDOT) Transportation Alternatives Program (TAP) grant for the construction of a non-motorized trail along Plaster Creek Boulevard from Buchanan Avenue to Division Avenue in 2022.
2. Along with the trail project grant, the City of Wyoming plans to reconstruct Plaster Creek Boulevard and improve the street cross section and drainage.
3. The project is a complicated design requiring coordination with the Michigan Department of Transportation (MDOT), Local Agency Programs, Department of Environment, Great Lakes and Energy (EGLE), City of Grand Rapids, and the City of Wyoming.
4. The trail project will include retaining walls, stream bank stabilization and construction within the Plaster Creek floodplain.
5. The City received two proposals for the design and construction administration of the street reconstruction and non-motorized trail project with Prein & Newhof submitting the most competitive and beneficial proposal for the work.
6. On June 25, 2020, Prein & Newhof submitted the attached proposal for the design and construction administration of the Plaster Creek Boulevard reconstruction and non-motorized trail project to include preparation of a design and specifications of Plaster Creek Boulevard from Buchanan Avenue to Division Avenue in the amount of \$162,600.
7. Funds are available in the Major Street Fund Account No. 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the Mayor and City Clerk to execute an agreement with Prein & Newhof for the design and construction administration of the reconstruction of Plaster Creek Boulevard and Non-motorized Trail project from Buchanan Avenue to Division Avenue in the amount of \$162,600.

Moved by Councilmember:
 Seconded by Councilmember:
 Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: July 15, 2020

Subject: Prein & Newhof Agreement – Plaster Creek Boulevard Project

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

Meeting Date: July 20, 2020

RECOMMENDATION:

Staff recommends City Council authorize the Mayor and Clerk to execute an agreement with Prein & Newhof for the design and construction administration of Plaster Creek Boulevard reconstruction and non-motorized trail project from Buchanan Avenue to Division Avenue in 2022 in the amount of \$162,600.

COMMUNITY, SAFETY, STEWARDSHIP:

The project will provide an extension of a non-motorized trail along Plaster Creek Boulevard that will connect to an existing City of Grand Rapids trail and allow for the extension of a future trail through Plaster Creek Park, improving the network of alternative transportation corridors. The improvements will promote non-motorized travel, reducing pollution, vehicular traffic and delay, while improving safety and access to local businesses.

DISCUSSION:

In the current Grand Rapids area Transportation Improvement Plan (TIP), the City of Wyoming was awarded funding for a Transportation Alternatives Program (TAP) grant project to construct a non-motorized trail along Plaster Creek Boulevard from Buchanan Avenue to Division Avenue. The trail project involves a complicated design working adjacent to Plaster Creek and within the flood plain. Along with the trail project, the City will also reconstruct the roadway in the same area. The City requested proposals from various capable firms with Prein & Newhof submitting the most competitive proposal. On June 25, 2020, Prein & Newhof submitted a proposal to design and administer the construction of the Plaster Creek Boulevard reconstruction and non-motorized trail project in the amount of \$162,600.

BUDGET IMPACT:

Sufficient funds are available in the Major Street Fund Account No. 202-441-46300-972.510.

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

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

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

"Effective Date" means: _____, 20__.

"Professional" means: Prein&Newhof

[Name of professional entity]

A Corporation

[State and type of entity, e.g., corporation, limited liability company, etc.]
3355 Evergreen Dr NE

[Professional's street address]
Grand Rapids, MI 49525

[Professional's city, state & zip]

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

"Services" means: Design and Construction Engineering for the Plaster Creek Boulevard Street

[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]
Reconstruction and Non-Motorized Trail

TERMS AND CONDITIONS

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

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

None

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Jason M. Washler, P.E.

[Professional's name]

By: _____
[Signature officer, director or principal of Professional]
Jason M. Washler, P.E.

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

Date signed: July 7, 2020

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.
2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.
3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.
4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.
5. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.
 - B. Neither 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, Professional and any 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 Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).
7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.
8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.
11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

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

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

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

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

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

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

17. Insurance.

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit Coverage shall include the following: (A) Contractual Liability; (B) Independent Contractors Coverage; (C) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

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

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

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

ACKNOWLEDGEMENT

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

[Signature]

[Printed Name and Title of Person Signing]

[Printed Name of Professional]

Date signed: _____

**Exhibit B
Proposal**



Proposal

**Plaster Creek Boulevard Reconstruction and Non-Motorized Trail
Buchanan Avenue to Division Avenue**

Prepared for:
City of Wyoming

Submittal Date:
06/25/2020

June 25, 2020

Russ Henckel, PE
City of Wyoming
2660 Burlingame Avenue
Wyoming, MI 49509

RE: Plaster Creek Boulevard Reconstruction and Non-Motorized Trail Project

Dear Mr. Henckel:

We are pleased to submit the enclosed proposal for the above referenced project for your consideration.

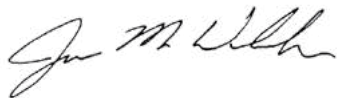
We believe that our professional team has the appropriate mix of junior and senior staff to complete this project efficiently and to your satisfaction. All senior staff presented in this proposal have over 20 years of experience in their respective fields of expertise. P&N also has several EITs and recent PEs on the team.

We also believe the most important part of any project is project management. The project manager takes full responsibility for all members of the team – internal and external – and is responsible for consistent communication with the City, regulators, and stakeholders. I have spent the last 16 years of my 24-year career at P&N managing projects. I have developed a tremendous amount of trust from several clients including Kentwood, Ionia, and Walker. Please contact them directly to hear more about my project management.

As you know, it is all about people, experience, and relationships. The City of Wyoming is very important to P&N. We have worked very hard to earn your trust and will continue to do so moving forward.

Sincerely,

Prein&Newhof



Jason M. Washler, PE

JMW/jmw

Enclosure: Proposal



Contents

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2	Work Plan
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8	Project Team
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Firm Information

At P&N, our goal is to serve our clients wisely – meeting their infrastructure needs with a combination of experience, integrity, creativity, and common sense.

For 50 years, Prein&Newhof has been serving township, municipal, and private clients across Michigan. Because every situation is different, we put a high value on personal attention. Our main goal is to see farther. We are dedicated to crafting flexible, long-term solutions rather than quick fixes, because we want the best for our clients and for Michigan.

History

Begun by Tom Newhof and Ed Prein in 1969, P&N was founded on the belief that each engineer should take personal responsibility for meeting his or her clients' needs – building long-term relationships and managing each project from start to finish, from preliminary design to final construction. Today, we are the engineer of choice for over 50 communities across Michigan.

Employees

Prein&Newhof is 100% employee-owned, with 150 full-time personnel, including engineers, surveyors, drafters, geologists, chemists, communication specialists, and support staff.

Professional Services

At Prein&Newhof, we are constantly developing our skills to serve our clients better. Our primary services include the following:

- Municipal Engineering
- Water & Wastewater
- Stormwater Management
- Roads & Trails
- Airports
- Private Development
- Asset Management
- Landscape Architecture
- Environmental Consulting
- Laboratory Testing
- Structural Engineering
- Geotechnical Engineering
- Surveying
- GIS & Mapping

Locations



- Traverse City
- Cadillac
- Muskegon
- Grand Rapids
- Holland
- Kalamazoo

Our Values

- Invest Wisely
- Develop Relationships
- Take Responsibility
- Build Expertise
- Support Community

Our strength lies in our dedication to thinking ahead, building lasting relationships, and crafting long-term solutions.

Work Plan

Project Understanding

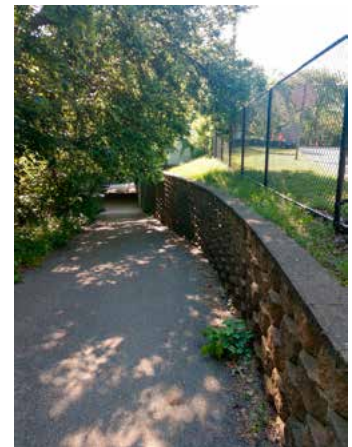
Through visiting the project site and similar projects nearby, conversing with City staff and reviewing MDOT program guidance (LAP and TAP), we have established a good understanding of the challenges of this project. Although we have a lot of experience doing projects like this one, we prefer to take a fresh look at each project and identify its own unique challenges beforehand. The areas that need special attention on this project include drainage design, permitting and non-motorized trail design on the lower shelf at Division Avenue. Tom Smith, PE will lead the hydraulic design team to make sure we understand the hydraulic conditions of the area. It will be our goal to minimize the impacts to Plaster Creek and to design this part of the project to withstand the conditions. We will meet with Holly Vickers from EGLE early in the process to discuss the permitting process. We have found that early and open communication with EGLE staff will make the permitting process much smoother.

It is our understanding that the City has secured a TAP grant for \$385,000 with a local match of \$165,000 for the non-motorized trail. Our preliminary estimate of this portion of the project is \$550,000. The road portion of the project is estimated to be approximately \$450,000 for a total estimated project cost of \$1,000,000 without contingencies, easements or engineering.

Work Plan

Once awarded the project, we will hold with your staff a kick-off meeting to discuss timelines, scope, and specific challenges associated with this project. As part of the kick-off meeting, our staff with representatives from the City will walk the property between the road and creek to determine the preferred trail alignment. This will allow our survey to cover only those areas necessary. Immediately following our kick-off meeting with City staff, we will begin the data gathering phase. This phase will include obtaining topographic survey, wetland delineation (by King & MacGregor), endangered species survey (by King & MacGregor), existing aerials, GIS, soil borings and as-built plans for the road and utilities. This information will be used to build a base drawing for the project. If

We will meet with Holly Vickers from EGLE early in the process to discuss the permitting process.



necessary, we will televise all gravity pipes within the project limits. We will also take up to five (5) soil borings for verification of existing site conditions, which will be useful in designing the road/trail cross section, retaining walls and sheet pile. Having accurate soils information will minimize the potential for contractor change orders, reducing contractor risk and bid costs.

Once we complete the data gathering phase, P&N will prepare a preliminary design of the road, trail, and storm sewer. Then we will meet with City staff to review this plan, which we will consider 50% complete. Following this meeting, we will share the 50% complete plans with the utility stakeholders (public and private). The MDOT programming forms and NEPA documentation will also be prepared and submitted to MDOT following this milestone.

Property/easement acquisition will begin at this time. We anticipate needing one easement from the City of Grand Rapids for the non-motorized trail. We understand that the City will contract with Land Matters directly to obtain this easement. Our proposed project team is currently working with Land Matters on securing easements for the Kinney Avenue and Non-Motorized Trail project in Walker. Our teams work very well together.

Our next step is to develop the preliminary design based on all input provided up to this point. We will also identify construction work items and update the project cost estimates as part of this step. We will consider these plans the 80% or grade inspection plans. This entire package will be provided to City staff for review prior to meeting to discuss your comments.

The EGLE joint permit will take up to 90 days to secure. The application will be completed early in the design process to allow for any unforeseen issues. As noted above, we will also meet with Holly Vickers from EGLE on-site to review the proposed improvements.

Final design will incorporate all review comments. Internal peer reviews will be done at the 50%, 80% and 100% complete stages by senior engineers, surveyors, and construction staff.



If necessary, we will televise all gravity pipes within the project limits.



We will provide a construction update webpage to keep the public informed of progress.

Once MDOT has approved the project for bidding, our project manager will be available to answer contractor inquiries and review the bid tabulation.

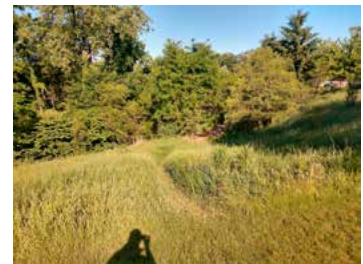
During the construction phase, P&N will provide construction staking, full-time inspection, professional project management and, most importantly, consistent communication. We will provide a construction update webpage to keep the public informed of progress. We will coordinate materials laboratory testing through SME. We will complete all contract administrative items as well, which include shop drawing reviews, pay estimates, change orders, documentation and other record keeping, final inspection and record plans. Regular progress meetings will also be held to keep you and the public in the loop. We have found that bi-weekly progress meetings supplemented as needed with additional meetings to be effective.

We plan to provide our services until the contractor completes construction, is paid, and the records plans are completed. We will provide a complete construction manual when the project is done for your records that will include all documentation of all materials used on the project, material testing reports and inspector daily reports.

We take pride in our profession, our firm, and the way we present ourselves to you, your commission, and your citizens. We do not send inexperienced engineers to represent you in important matters. We send seasoned people who can think on their feet, communicate difficult technical subjects in an understandable way, and keep their cool in trying situations.

We Will Be There When You Need Us.

We believe you should be able to reach us quickly, whether by phone or email. When you work with P&N, you are more than a “project.” We are your partner, and we treat you as such. Your single point of contact will be Jason Washler, PE. You can count on him to meet your needs. He carries a cell phone and will be available at all times for emergencies.





You can trust P&N to stick with you. We are a financially stable, employee-owned firm. Each of our employees has a significant ownership stake in it. This translates to low turnover, which means there is a very high likelihood that you will see the same key people on your projects from beginning to end.

We Listen, and We Collaborate.

To solve a problem, you first have to understand it. Before taking action, we will first listen to what you tell us about your problems and expectations. Understanding comes before engineering. We will work with you as a partner and believe that a good solution is one that satisfies you. This is fundamental to successful solutions, and one of the reasons we work as engineer-of-record for 50 west Michigan communities.

We Bring a “Big-Picture” Perspective to Every Project.

Too many communities’ systems are the victim of hit-and-run engineering: design solutions that consider only one project at a time. Engineering in a vacuum often does not fit well within the context of an entire system. P&N staff believes in meeting every project challenge within the context of your big picture. It is our practice to not only understand and address your immediate needs, but to dig into how those immediate needs relate to your overall plan for your system. This big-picture approach makes us better problem solvers.

P&N’s proposed team is especially adept at identifying system-wide issues and finding ways to cut your overall ownership costs. On past projects, we have introduced significant owner savings by proposing alternate routes, alternate construction materials, phasing changes and risk sharing/minimization.

Schedule

	Completed By
Anticipated Consultant Contract Award	July 2020
Pre-design/kick-off meeting w/ City staff	July/August 2020
Design Schedule	
Design MISS DIG Request	August 2020
Topographical Survey	September 2020
Soil Borings	September 2020
Base Plans	November 2020
Submit Plans to Private Utility Companies	December 2020
Design Progress Meeting (Review Base Plans)	December 2020
Meet with EGLE for Joint Permit	January 2021
Design Process/Easement Acquisition (if necessary)	January – August 2021
80% Design Plans to City for Review	August 2021
Grade Inspection Meeting	September 2021
MDOT Final Submittal	November 2021
Bid Letting	February 2022
Construction Schedule	
Preconstruction Meeting	May 2022
Start construction (assume 9-week duration)	July-August 2022
Substantial completion	end of August 2022
Record plans/project close out	October 2022

The City has done a nice job planning for this project. As a result, the design schedule has several extra months to serve as a buffer for unforeseen circumstances. The desired bid letting date is easily attainable.

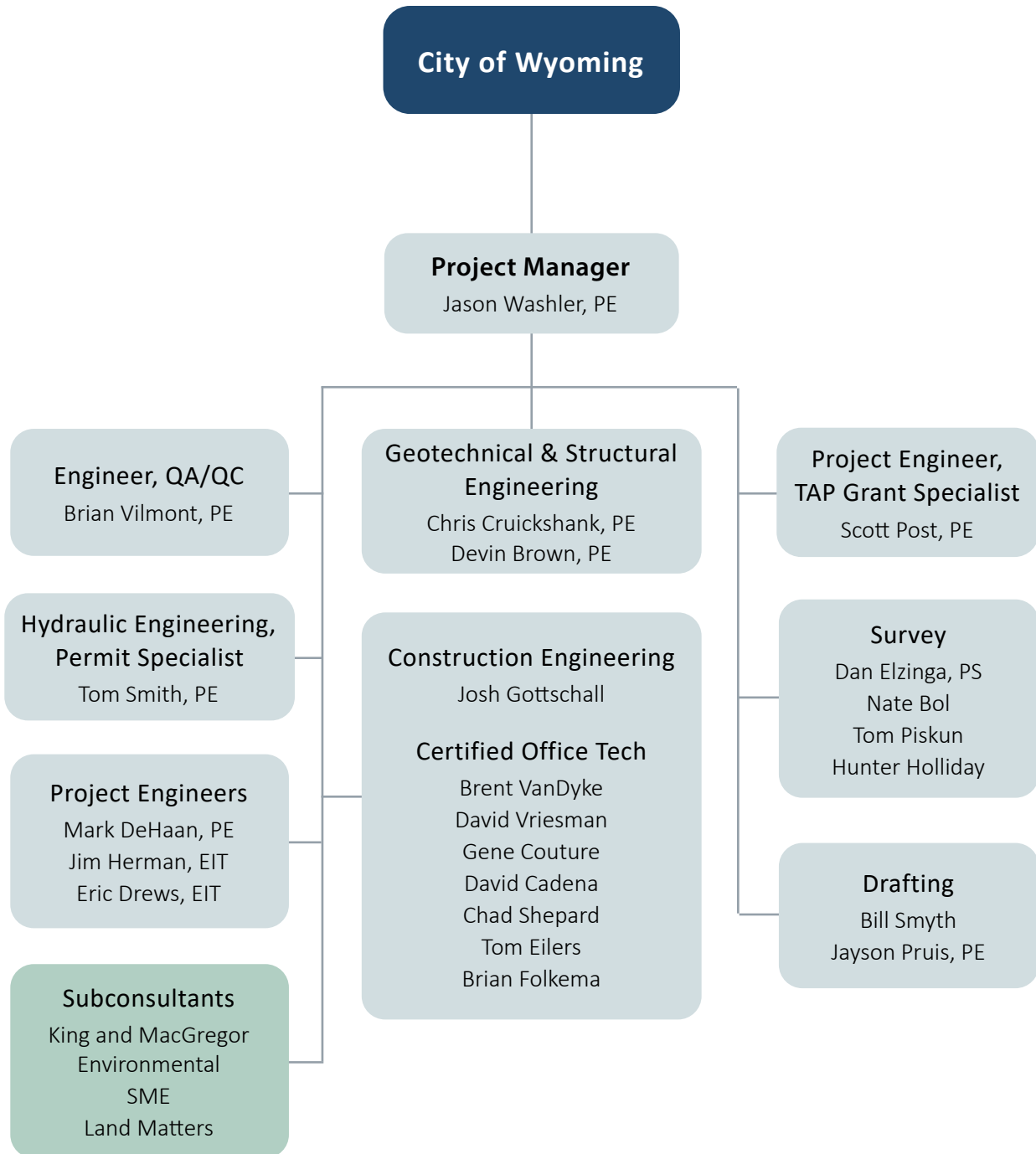
The construction schedule was set for the driest part of the construction season. We intentionally avoided starting the project in June because we have seen large storm events are more common then than in July or August.

Fees

2020 Hourly Billing Rate	\$153	\$128	\$113	\$98	\$82	\$90	\$72	\$98	1.1	\$0.60	Total Cost
Staff member	Sen Proj Mgr	Proj Mgr	Sen Eng	Eng	CADD Tech	Const. Observer	Survey Tech	Surveyor	Sub-contracts	Mileage	
Design Engineering											
Kick-off/Preliminary Design Meeting	2			2						30	\$520
Soil Borings		16							\$4,500		\$6,998
Topographical Survey/ROW Survey							40	40		120	\$6,872
Private Utility Research				4							\$392
Wetland and Endangered Species Survey									\$2,500		\$2,750
Design Review Meeting (Base Plans)	2									30	\$324
Private Utility Coordination Meeting				8						30	\$802
Maintenance of Traffic				8							\$784
Sidewalk and Trail Design	4			32							\$3,748
ADA Ramp Design				12							\$1,176
Structural Design - Shoreline and Retaining Wall		32		8							\$4,880
Storm Sewer Design		6		12							\$1,944
Permit Applications (Joint Permit,SESC)				16	24						\$3,536
Road Vertical Alignment				24							\$2,352
Soil Erosion Design				12							\$1,176
Permanent Pavement Marking and Signage Design				6							\$588
Special Provisions	4			16							\$2,180
Engineer's Estimate	2			16							\$1,874
Design Review Meeting (80%)	2									30	\$324
Drafting and Corridor Modelling					230						\$18,860
Easement Exhibit					6			8			\$1,068
MDOT Programming Forms	2			4							\$698
SHPO/NEPA Submittal	2			16							\$1,874
Grade Inspection Meeting	4									30	\$630
Review Bid Package Prior to Advertisement	4										\$612
Bidding Assistance - RFI's	2										\$306
QA/QC	8										\$1,224
Subtotals	38	54	0	196	260	0	48	40	\$7,000	270	\$68,500
Construction Engineering - Assume 9 Weeks											
Preconstruction Meeting	6					2				30	\$1,116
Preconstruction Video						4				30	\$378
Construction Staking							50	50		150	\$8,590
Construction Observation - Assume 50 hours per week, including density testing & concrete QA Testing						450				1350	\$41,310
Construction Observation Assistance on HMA Paving Days						20				60	\$1,836
Material Testing - Aggregate Gradations (Assume 4 each)									\$1,000		\$1,100
Material Testing - HMA Extractions (Assume 6)									\$3,000		\$3,300
Material Testing - Concrete QA Cylinder Breaks (Assume 30)									\$1,800		\$1,980
Weekly Progress Meetings (assume 4) - Pre-Production HMA and Pre-Pour Concrete Mtgs included as part of Progress Mtgs	12									120	\$1,908
Construction Administration	72									270	\$11,178
Field Manager, Certified Payrolls, Certified Office Tech				72							\$8,136
Final Walkthrough	4					4				60	\$1,008
Record Plans	4					16					\$2,052
Project Closeout	8			40							\$5,744
2022 Billing Rate Adjustment (+5%)											\$4,500
Subtotal	106	0	112	0	0	496	50	50	\$5,800	2070	\$94,100
Total											\$162,600

Project Team

Team Chart



Jason Washler, PE – Project Manager, Engineer

Jason has served as the project manager on many MDOT Local Agency Program road, trail and utility projects during his 24-year career at Prein&Newhof. He will serve as the project manager on this project during the design and construction phases. He has worked on several Transportation Alternative Program projects including one in the City of Walker (Kinney Avenue Non-Motorized Trail) that is scheduled for construction in 2021. He has served as design engineer and project manager on 3 pedestrian tunnel projects including Walker (Lake Michigan Drive), Meijer (Three Mile Road) and Greenville (M-57). Jason leads an engineering team in P&N's Grand Rapids office and will take responsibility for the entire team's actions including the sub-consultants.

Brian Vilmont, PE – Project Engineer, QA/QC

Brian has nearly 30 years of experience serving municipalities in west Michigan. He provided design services for a similar project for the City of Grand Rapids at Madison and Ken-O-Sha. He will provide QA/QC services for our project team. Brian also leads an engineering team in P&N's Grand Rapids office.

Scott Post, PE – Project Engineer, TAP Grant Specialist

Scott has spent his entire 25-year career at Prein&Newhof specializing in non-motorized facilities. He has designed over 200 miles of trail and is very familiar with the TAP grant program. Scott will provide guidance and assist with TAP grant submittals and non-motorized design.

Chris Cruickshank, PE – Geotechnical and Structural Engineering

Chris oversees the geotechnical engineering and structural engineering team at P&N. Chris will work with Devin Brown, PE to make sure we have the appropriate soils information to design the trail on the lower shelf. Then, Devin and Chris will work together

to design the retaining walls and lower shelf non-motorized trail to withstand high water conditions on Plaster Creek.

Tom Smith, PE – Hydraulic Engineering, Permit Specialist

Tom leads P&N's hydraulic modelling team and has developed strong relationships with many EGLE staff members. He helps all engineering teams at P&N work through regulatory requirements as needed to secure permits for all types of projects. Tom will provide hydraulic design oversight for the proposed storm design as well as provide modelling services as needed to design and permit the lower shelf non-motorized trail.

Josh Gottschall – Construction Engineering

Josh has extensive construction engineering experience and will serve as the supervisor for all construction inspection and material testing staff throughout the project. Josh will also be the certified office tech on the project. Josh has served in this capacity for more than 20 years and has a great reputation with MDOT.

Construction Inspection

Brent VanDyke has earned the respect of the many clients he has represented during construction over his 14-year career at P&N. He is requested on projects each construction season by many of these clients because of his calm demeanor, public relations and balanced relationship with contractors. P&N has 7 other full-time construction inspectors that are available, if necessary. P&N also utilizes project engineers to provide construction inspection.



Jason Washler, PE

Senior Project Manager

Jason serves as Vice President and Senior Project Manager for Prein&Newhof. He is also on the Board of Directors, Executive Committee, and Business Development Committee. His focus is on municipal infrastructure including roads and streets, bridges, water distribution, wastewater collection, and stormwater collection. His early experiences as a Field Engineer on complicated projects helped him become a practical, well-rounded Design Engineer and Project Manager.

Because of his talent for creative problem-solving, many of Jason's colleagues at Prein&Newhof refer to him when faced with challenging municipal road or utility designs. His knack for creative thinking spills over into project financing and grants. He helped one client replace old water mains for \$1.5 million without a rate increase, and another to obtain a \$350,000 grant for sustainable improvements for a road project.

Jason also gives back to his community and profession. He's actively involved in the Western Michigan Branch of ASCE, Habitat for Humanity, Christian Business Mens Connection, and Student Mentoring programs at his alma mater, Calvin University.

Education

Bachelor of Science, Civil Engineering
Calvin University, 1996

Registrations

Engineering Michigan, 2000

Certifications & Training

Advanced RoadSoft GIS Training,
Michigan Tech University

Designing Pedestrian Facilities for
Accessibility

PASER Training, Michigan Tech
University, MLTAP

Professional Activities

American Council of Engineering
Companies

Professional History

Prein&Newhof, 1995-Present
25 years in Industry

Representative Projects

- **City of Walker:** Master Plan Update, Walker Avenue Bridge Removal, Lake Michigan Drive Tunnel, Leonard Street Improvements, Fruitridge Avenue Center Turn Lane, Engineering Miscellaneous, SAW Asset Management Plan, Walker Ave Corridor Improvements, Walkerview Public Infrastructure, Kinney & Remembrance Roundabout, Northridge East- Phase I, Turner Avenue Resurfacing - West River Dr South to US-131 Ramps, Kinney Avenue & Trail Connector, Walker Avenue Non-Motorized Trail, Betz Industries Development, Meadow Springs Phase 2
- **City of Kentwood:** DWRP Water & Wastewater Improvements, 44th Street Rehabilitation, Kalamazoo

Avenue Reconstruction Phase II, 52nd Street Water Main Replacement, 52nd Street Rehabilitation, Eng. Services For Sparks Dr & Forest Hill Ave Improvements, Division Avenue Water System Improvements, Saw Asset Management Plan, East-West Trail Phase III (Kalamazoo Ave To Paul Henry Trail), Green Acres, Madison & Andover Watermain, Division Avenue Reconstruction, 32nd Street & Lake Eastbrook Blvd Intersection Reconstruction, Construction Engineering, Testing & Inspection Services, 32nd Street Reconstruction, Wastewater System Operations Consulting Services, 50th St & Fuller Ave Rehabilitation, Water System Reliability Study & Asset Management Plan

- **City of Ionia:** SAW Asset Management Plan, 2015 Street and Utility Improvements, Lafayette Street Reconstruction, Lafayette Street & Utilities Replacement, Lafayette Street & Utility Improvements (Jackson St to Morse St.), Washington Street & Dye Street Improvements, Pleasant Street & High Street Improvements, Non-Motorized Bridge over M-66, Dexter Street (M-66) Pedestrian Safety Study
- **City of Allegan:** Hooker Road Reconstruction & Non-Motorized Trail Construction, Monroe Street Reconstruction, Main Street Reconstruction, Davis Street Improvements, Evaluation Of SR2S Intersection Improvements, MEDC-CDBG Income Survey, SAW Asset Management Plan
- **City of Buchanan:** Downtown Infrastructure Improvements
- **City of Carson City:** Water System Improvements, 2010 Street Improvements, Underground Utility Inspection Coordination, MNRTF Grant Application, Transportation Asset Management Plan
- **City of Greenville:** Pedestrian Tunnel at M-57 and Maplewood, SAW Asset Management Plan, Flat River Historical Museum Parking Lot Improvements, SAW Asset Management Plan
- **City of Montague:** Transportation Asset Management Plan
- **City of Mount Pleasant:** Engineering Department Best Practices Review
- **City of Muskegon:** Lakeshore Drive Reconstruction- McCracken to Laketon
- **City of Norton Shores:** SAW Asset Management Plan, Getty Street Reconstruction. Harvey Street Reconstruction, Woodside Dr & Davis Rd Reconstruction, Harvey Street Road Reconstruction, Ridgeview Dr, Storm Sewer & Street Improvements, Bundt Street Reconstruction, Hile Road Reconstruction
- **City of Stanton:** SAW Asset Management Plan, Preliminary Engineering For Water & Wastewater System Improvements, DPW Facility, General Engineering Services-Stanton
- **City of Whitehall:** SAW Asset Management Plan, Lake Street and Lewis Street Reconstruction, Slocum Street & Lincoln Street Improvements, Phase 3 Downtown Redevelopment, White Lake Pathway Extension, Mears Avenue Improvements, Tannery Bay Development, Transportation Asset Management Plan
- **CRB Consulting Engineers, Inc.,:** CRB-524 Butterworth
- **ESSTEE Real Estate Management:** Mercantile Bank Parking Lot Evaluation



Brian G. Vilmont, PE

Senior Project Manager

Brian began his career in Civil Engineering at a consulting firm in the Upper Peninsula while earning his Bachelor's Degree at Michigan Technological University. After obtaining his degree, he went to work in Grand Rapids Michigan on large scale municipal projects. Over time, he began assisting with client management on several projects and also provided site design support for architectural projects.

Due to his experience and knowledge, Brian now serves as Prein&Newhof Asset Management Coordinator and has helped build Prein&Newhof's Asset Management program and Public Education program.

Brian has worked in the consulting industry for over 28 years providing planning, design, construction, and project management services for both governmental and private sector clients. He has developed long-term client relationships with many of his clients and enjoys being part of their long range planning and development.

Representative Projects

- **City of Douglas:** McVea, Whittier, and Fremont water main extensions. City Water Master Plan
- **City of Grand Haven:** 10 year Capital Improvement Plan and completion of the first 8 years of the CIP
- **City of Lowell:** Flow Monitoring, Water Street Sewer, Pump Station Evaluation, Lowell Valley Vista Lift Station, Lowell Water Street Pump Station Evaluation, Lowell Water Street Sewer, S. Broadway Infrastructure Improvements, WWTP MAHL
- **City of Kalamazoo:** 6th Street & Q Avenue Pump Station, 2016 WRS, Sewer System Record Plan Linking, Water GIS updates
- **Crystal Mountain:** Lagoon Issues Investigation, WWT Evaluation
- **Village of Sparta:** Sparta WWTP Repair and Restart, Site Plan Review, Water System Engineering, Bridge Inspection, Union Street Utilities, Clay Street Sewer Replacement, Clay Street Sewer Replacement, Applejack Forcemain Repair

Education

B.S. Civil Engineering
Michigan Technological University,
1990

License

PE Michigan, 1994
PE Wisconsin, 2007
PE Indiana, 2009

Certifications

IUPUI – Asset Management
MDOT Office
Management Procedures for Local
Public Works Projects
Northwestern University Traffic
Institute Bicycle Facility and Design
Workshop
Nuclear Testing Equipment Training
Course

Professional Activities

Utility Consumer Participation Board
by appointment of the Governor of
the State of Michigan
ASCE Speakers Bureau
American Society of Civil Engineers
Michigan Society of Professional
Engineers

Professional History

Prein&Newhof, 2013–Present
Fishbeck Thompson Carr and Huber,
Inc., 1990–2013
Hitch Engineering, 1989–1990

- **City of Grand Rapids:** Combined Sewer Overflow Removal Program- multiple year projects, Plaster Creek Trail and Flood Hazard Mitigation
- **Cascade Charter Township:** Engineer of Record for 18 years completing multiple infrastructure projects

Site Design

- Northwood University: Hall of Fame, North Housing, Primary Electric Loop. Site Assessment
- Western Michigan University: Alumni Center, Soccer Complex, Sangren Hall
- City of Douglas: Pickleball Courts, Tower Marine Dredging Project
- Village of Sparta Hardware Lot, Rogers Park Splash Pad

Asset Management

- City of Grand Haven Roadway and Utilities Asset Management Plan
- Crystal Mountain Resort Utility Asset Management System
- Transportation Asset Management Council Culvert Pilot Program
- Kalamazoo County Asset Management Coordination System Pilot Project
- Michigan Department of Environmental Quality Water Asset Management Program
- Ottawa County Parks Asset Management System

Stormwater/Wastewater:

- Benton Charter Township
- Cannon Township
- City of Allegan

- City of Buchanan
- City of Cadillac
- City of Charlevoix
- City of Coopersville
- City of Douglas
- City of Fennville
- City of Ferrysburg
- City of Greenville
- City of Hart
- City of Ionia
- City of Kalamazoo
- City of Kentwood
- City of Lowell
- City of Muskegon
- City of Muskegon Heights
- City of Norton Shores
- City of Parchment
- Grand Haven-Spring Lake Sewer Authority
- GRSD Sewer Authority
- Kalamazoo Charter Township
- Niles Charter Township
- North Kent Sewer Authority
- Spring Lake Township
- Village of Lyons
- Village of Pentwater
- Village of Sparta
- Village of Vicksburg
- Ottawa County Road Comm
- Western Michigan University
- City of Galesburg
- Alpine Township
- City of Bronson
- City of Rockford
- City of Whitehall
- Village of Kent City
- Otsego Township



Scott T. Post, PE

Project Manager

Scott is recognized as one of Michigan’s premier multi–use non–motorized pathway designers. He has designed or managed over 150 miles of trails for many communities throughout West Michigan. Scott excels at finding solutions that satisfy both residents and community leaders.

Scott has experience with both private and municipal clients, and has worked extensively with MDOT on Local Agency Projects, as well as with the MDTMB, the MDNR and other state agencies. He is very familiar with MDOT trail specifications, knowledgeable about current AASHTO & ADA requirements, and experienced with the administration and testing required for grant–funded projects.

He also has extensive experience with acquisition and administration of grants, such as MDOT’s Transportation Alternatives Program (TAP), Transportation Enhancement Program, the Congestion Mitigation and Air Quality (CMAQ) program, and the MDNR’s Natural Resources Trust Fund. Scott has also successfully combined these grants on several projects to maximize grant funding used.

While his primary emphasis is trail design, Scott serves as a Project Manager and Project Engineer for other types of projects, including water, wastewater, and stormwater systems, site design and development projects, and site condominium projects.

Representative Projects

- **Grand Traverse County/City of Traverse City:** West Boardman Lake Trail Loop: Preliminary Design and Final Design
- **Village of Elk Rapids:** Preliminary Design Acme to Elk Rapids segment of the TC to CHX Trail
- **Ottawa County Parks and Recreation:** Grand River Greenway, Musketawa Trail Extension, Holland State Park Path Extension and Boardwalk, Spoonville Trail Phases I and II

Education

Bachelor of Science, Civil Engineering
Calvin University, 2000

Registrations

Engineering Michigan, 2000

Certifications & Training

AASHTO Bicycle Facility Design Training: Training Wheels, MDOT
Designing Pedestrian Facilities for Accessibility, APBP & ACEC
Introduction to Pedestrians & Bicycle Safety, Planning & Design, MSU
PSMJ Project Managers Bootcamp I

Professional Activities

American Society of Civil Engineers
West Michigan Trails & Greenways Coalition
Rails to Trails Conservancy

Professional History

Prein&Newhof, 1995-Present
25 years in Industry

- **City of Ionia:** Grand River Valley Rail Trail, Saranac to Ionia and Bridge over M-66
- **Cannon Township:** Townsend Park Trail, Cannon Trail
- **Comstock Park Downtown Development Authority:** White Pine Trailhead and Trail Extension
- **Jamestown Charter Township:** 24th Avenue Non-Motorized Pathway, Riley Street Pathway and Bridge
- **Laketown Township:** Beeline Trail, Holland to Saugatuck
- **Port Sheldon Township:** West Olive Road Path & Bridge, Croswell Street Path
- **Saugatuck Township:** Blue Star Trail, Blue Star Trail TAP Grant Update
- **City of Greenville:** Fred Meijer Flat River Trail
- **Holland Charter Township:** Adams Street Path Bridge over I-196, 104th Avenue and Mason Street Path
- **Clinton Ionia Shiawassee (CIS) Rail Trail, Ionia to Owosso (Michigan DTMB / Michigan DNR)**
- **Zeeland Charter Township:** 64th Avenue Non-Motorized Pathway, Adams Street Path
- **Macatawa Greenway Project:** Zuidema Farm Trail

Presentations

“Renovate your Road” Michigan Transportation Planning Association (MTPA) Conference, July 2019

“The Three Amigos of Trails” Institute of Transportation Engineers (ITE) Great Lakes Conference, April 2019

“Trails as Green Infrastructure.” Michigan Recreation and Parks Association (mParks) Trail Summit, February 2018

“If you build it, they will come.” Michigan Society of Professional Engineers (MSPE), October 2017

“Trails, Rivers, and Roads, Oh my!” American Public Works Association (APWA) Great Lakes Expo, May 2017

“Why did the engineer cross the road?” Institute of Transportation Engineers (ITE) Conference, June 2016

Awards

Fred Meijer Trail Champion

Champion Trail Professional, 2018
West Michigan Trails & Greenways Coalition

Fred Meijer Grand River Valley Trail & Bridge over M-66, City of Ionia

Quality of Life Award, 2016
American Society of Civil Engineers, Michigan Section
Project of the Year- Quality of Life, 2016
American Public Works Association, Michigan Chapter

Fred Meijer Grand River Valley Trail, City of Ionia

2013 Project of the Year
American Public Works Association, Michigan Chapter



Mark DeHaan, PE

Engineer

Mark is a graduate from Calvin College that joined the municipal engineering team at Prein&Newhof in 2015. Starting as an Engineer-in-Training, Mark started gaining expertise by providing construction observation on public utility and paving projects, which he now designs.

Mark is active in service projects with his church and is an active sports writer. He recently completed his senior design project at Calvin that involved providing clean water to a Village in Ecuador.

Education

B.S. Civil Engineering
Calvin College, 2015

License

P.E. Michigan, 2019

Certifications

MDOT Density Certified
Certified Stormwater Operator –
2015

MCA- Concrete Field Testing
Technician Level I Certified
Soil Erosion and Sedimentation
Control

Professional History

Prein&Newhof, 2015–present
Vriesman and Korhorn Engineering,
2014
City of Kentwood, 2013
Calvin College Sports Information,
2011–2015

Representative Projects

- **City of Ionia:** Washington St, Rich St, and Library St reconstruction including water main, storm sewer, sanitary sewer, and road work
- **City of Kentwood:** Walnut Hills mill-and-fill including curb and gutter and sidewalk improvements, Sparks Drive and East Paris Avenue, 32nd Street Reconstruction
- **City of Walker:** Winchester Woods Residential Development Expansion including water main, storm sewer, and sanitary sewer, Meadow Springs Phase 2, North Ridge East, Kinney Avenue and Non-Motorized Trail, Hillside Drive Sidewalk
- **Byron Township:** Copperfield Residential Development Expansion
- **Gaines Township:** Avalon Pointe Residential Development Expansion, Weathervane Residential Development Expansion
- **Village of Pewamo:** USDA-funded watermain improvement along State Street and road reconstruction of E North Street and E Lincoln Street; MDOT-funded storm sewer improvement and road mill-and-fill along State Street



Jim Herman, EIT

Engineer

Jim joined P&N in April 2018 as an Engineer-in-Training. With both design and field experience, Jim's capable of seeing a project from the beginning of design through construction. His professional interests include roads, public utility design, and site development. His capabilities include AutoCAD Civil 3D, hand drafting, Microsoft Office. He's also knowledgeable of MDOT field books IDR software.

Education

B.S. Civil Engineering
Michigan Technological
University, 2015

Certifications & Training

Engineer-in-Training

Professional History

Prein&Newhof, 2018–present
City of Grand Rapids, 2016–2018
Barr Engineering, 2015

Representative Projects

- **City of Walker:** Walker Avenue and Coopersville & Marne Railway Improvements, Kinney Avenue and Non-Motorized Trail
- **MDOT:** North Park Street Rotomill & Resurface
- **City of Grand Rapids:** Rotomill & Resurface at Sibley Street, Bristol Avenue, Travis Street, White Avenue, & Weston Avenue, Fulton Avenue Reconstruction, Hall Street Resurfacing, Plainfield Avenue Sidewalk, Three Mile Road Sidewalk, Dickinson Street Watermain & Stormwater, Alger Street SE Watermain & Stormwater, Newberry Street & Division Avenue Transmission Watermain, College Street Watermain, Crescent Street Watermain, Stormwater & Sanitary, Burton Ridge Apartments, Knapps Corner Flats, Aspen Lakes Apartments, Belknap Condos, 20 Fulton Apartments (Sheldon Boulevard & Fulton Street)
- **MDOT:** Fulton Street Stormwater & Watermain
- **Uniprop:** Ultimate Soccer Arena, Byron Center
- **10 Ionia:** Marriott Residence Inn
- **528 Butterworth:** Grand River Aseptic Manufacturing,
- **Northwood University Sidewalk Design**
- **MVAA:** Home for Veterans Developments, Environmental Assessments for MVAA Home for Veterans



Chris Cruickshank, PE

Senior Project Manager,
Corporate Secretary

Chris serves as Prein&Newhof's Technical Services Team Leader, specializing in three areas of practice:

Geotechnical: Chris's geotechnical and construction materials experience includes airports, high-rise buildings, regional shopping centers, transmission towers, retaining walls, bridges, roadways, sewage treatment facilities, water storage tanks, and utility installations involving both open cuts and tunnels.

Environmental: Chris's experience includes environmental assessment of properties (Phase I & II ESAs and BEAs) for real estate transactions, as well as remediation of underground storage tank sites, oil wells, automobile salvage yards, and other contaminated sites. He also prepares SPCC and SWPP plans for industrial sites.

Structural: Chris's structural expertise includes rehabilitation designs for concrete sewers and wastewater tanks. He also performs safety inspections, prepares emergency action plans, and provides forensic engineering for dams.

Representative Projects

Roads

- **City of Walker:** Wilson Drive, Lake Michigan Drive, Three Mile Road, Leonard Street Improvements, Walker Avenue Bridge Removal
- **City of Parchment:** River Reach Boulevard Infrastructure
- **City of Norton Shores:** Getty Street Reconstruction, Harvey Street Reconstruction, Phases 1 & 2 (MDOT)
- **City of Kentwood:** East Paris Ave./Swank Dr. Reconstruction (MDOT), Kalamazoo Ave. Reconstruction (MDOT), 52nd St. Widening & Reconstruction, Lake Drive & Camille Drive Reconstruction
- **City of Whitehall:** Mears Avenue Reconstruction
- **City of Grand Rapids:** Lake Michigan Drive, Leonard Street, Ottawa Avenue, Clyde Park, Lake Drive, Cherry

Education

M.S. Civil Engineering
University of Detroit, 1991

B.S. Civil Engineering
Michigan Technological University, 1984

License

PE Michigan, 1990

PE Indiana, 2010

Training

ASFE Loss Prevention

40-Hour HAZWOPER

ASTM Risk-Based Corrective Action

Confined Space Training

Structural Condition Assessment of
Existing Structures

Fundamentals of Deep Foundation Design

Design & Construction Using
Geosynthetics

Professional Activities

American Society of Civil Engineers

Michigan Society of Professional Engineers
(Former Chapter President, Former PAC
Chairman)

Professional History

Prein&Newhof, 2006–present

NTH Consultants, 1985–2006

Professional Service Industries, 1984–1985

Street, 32nd Street, 44th Street, Century Avenue

Wastewater

- **Bath Charter Township:** Lift Station 203 & Flow Equalization
- **Cannon Township:** Pump Station Retrofits
- **City of Allegan:** Wastewater Treatment Plant Improvements
- **City of Big Rapids:** Wastewater Treatment Plant Improvements
- **City of Charlevoix:** Wastewater System
- **City of Coopersville:** 60th & Lake Michigan Drive Booster Station Upgrades
- **City of Kentwood:** Wastewater Collection System Improvements & Pump Station Consolidation
- **City of Lowell:** SAW Grant
- **City of Stanton:** Preliminary Engineering for Water & Wastewater System Improvements
- **City of Wyoming Treatment Plant:** Burlingame Pump Station & Storage Tanks
- **Georgetown Charter Township:** Rush Creek Trunk Sewer System 42" Relief Sewer
- **Grand Haven-Spring Lake Sewer Authority:** Pump Station & Forcemain Preliminary Design
- **Plainfield Charter Township:** 20-Inch Transmission Main Grand River Crossing at Abri, Forest Ridge Lift Station, Belmont Area Water System Extensions, 10 Mile Lift Station Replacement, WTP Res, Filter Pumps, & CV Station, Coit Avenue Water System Improvements
- **North Kent Sewer Authority:** NKSA Wastewater System Improvements, York Creek & Strawberry Creek Trunk Sewer Improvements

- **Worth Township:** Worth Township Sewage Disposal System Improvements, Sanitary Sewer System
- **Yates Township:** Idlewild And Paradise Lake Sewer System

Water Supply

- **Allegan Township:** M-89 Water Main Extension, 29th St & Jeffrey Dr. (EPA)
- **City of Allegan:** Capital Improvement Plan, Water Treatment Plant
- **City of Carson City:** Street & Water System Improvements
- **City of Kentwood:** Kalamazoo Avenue Reconstruction
- **Georgetown Charter Township:** High Pressure System 1 mg Elevated Water Storage Tank
- **Oakland Macomb Drain Commission:** OMID Reapportionment Evaluation
- **Village of Muir:** Street & Water System Improvement Project

Trails

- **City of Walker:** M-45 Tunnel for Fred Meijer Standale Trail
- **Cannon Township:** Cannonsburg Trail
- **City of Kentwood:** East West Trail
- **Grand Traverse County:** West Boardman Lake Trail
- **City of Greenville:** Pedestrian Tunnel beneath M-57 for Fred Meijer Trail

Awards

Engineer of the Year, 2014

Michigan Society of Professional Engineers, Western Chapter

Quality of Life Award, 1998

ASCE/MI, Muskegon County: Live Repair of 66" Forcemain



Devin Brown, PE

Structural Engineer

Devin joined Prein&Newhof in 2014 from a firm in California where he directed and performed structural project engineering, project and office management, and client relations. His structural design experience consists of wood, masonry, steel, and concrete structures for projects spanning a range of architectural building structures and water/wastewater civil structures for public and private clients. He has experience preparing structural design cost proposals for structures, managing projects, and structural project teams from concept through construction and managing project duties and budgets of design engineers and production staff.

Devin provides complete structural analysis for gravity and wind design of roof, floor, wall, and foundation elements of building structures, retaining walls, and water/wastewater structures using structural engineering principles. He also provides addenda for proposed changes or corrections during construction. He performs structural analysis utilizing strength design and allowable stress design methods, site observations, and report preparations for existing structures recommending repair and mitigation plans to owners.

Representative Projects

- **Cannon Township:** Townsend Park to Cannonsburg Trail – Elevated Boardwalk, Premanufactured Bridge Abutments
- **City of East Grand Rapids:** Reeds Lake Trail Boardwalk, Steel Frame and Pile-Supported Elevated Boardwalk
- **City of Walker:** Lake Michigan Drive (M-45) Pedestrian Tunnel, Retaining Wall, Stair & Guardrail
- **Grand River Ravines:** Stair, Bridge & Overlook
- **Hart-Montague Trail:** Premanufactured Bridge Pile & Abutment Design
- **Spring Lake Township:** Cleveland Street Non-Motorized Path – Elevated Boardwalk
- **State of Michigan DTMB:** Hoffmaster State Park Dune Access Stair Replacement

Education

Master of Civil Engineering
University of Notre Dame, 2004

Bachelor of Science in Civil Engineering
New Mexico State University, 2001

License

PE Michigan, 2014

PE Indiana, 2016

PE California, 2006

SE California, 2010

Professional Activities

Structural Engineers Association of
Michigan

Professional History

Prein&Newhof, 2014–Present

R2H Engineering, 2003–2014



Thomas A. Smith, PE, CFM

Senior Project Manager

Tom has spent nearly 30 years developing his expertise in hydrologic and hydraulic engineering and modeling. He manages projects for township and municipal clients and also leads hydrologic and hydraulic modeling efforts at Prein&Newhof.

Tom's studies include Floodplain Analyses and Mitigation Planning, Water Reliability Studies, Master Plans, stormwater analyses, treatment plant studies, transient analyses, inflow and infiltration studies, and Emergency Response Plans.

Education

M.S. Civil Engineering
University of Michigan, 1992
M.S. Civil Engineering
Pennsylvania State University, 1991
B.S. Civil Engineering
Pennsylvania State University, 1989

License

PE Michigan, 1995
Certified Floodplain Manager (CFM)
Certified Industrial Stormwater Operator
Certified Stormwater Operator

Professional Activities

American Membrane Technology
Association
American Society of Civil Engineers
American Water Works Association
Michigan Section
Association of State Floodplain Managers
Water Environment Federation-
Watershed Management Committee
Michigan Stormwater Floodplain Assn.,
Chair 2018-2020

Professional History

Prein&Newhof, 2000–present
McNamee, Porter and Seeley, 1992–2000
Sweetland Engineering, 1989–1990

Awards

Public Works Project of the Year (Emergency Const.), 2011
American Public Works Assn., Michigan Chapter

Allegan & Ottawa Counties: Ottogan Intercounty Drain
Culvert Replacement & Dam Improvements

Public Works Project of the Year Award (Environment), 2010
American Public Works Association, Michigan Section

City of Marshall: Dam Removal & Rice Creek
Improvements

Representative Projects

Stormwater

- **Kent County Drain Commission:** York Creek Watershed, Jupiter Drain, White Pine Drain
- **Village of Kent City:** South Main Street Culvert Replacement
- NPE Phase II Stormwater Permit Application for Woodhaven–Brownstone Public Schools
- **Plainfield, Alpine, & Gaines Townships:** Stormwater Master Plans
- **Village of Rothbury:** Winston Road & Carlton Creek Culvert Replacement

- **Ottawa County Drain Commission:** Harlem Drain Improvements, 32nd St. Emergency Road & Culvert Replacement, Sapphire Lake Drain
- **City of Coopersville:** East and Cleveland Streets Culvert Replacement
- **City of Carson City Street & Water System Improvements**
- **Alpine Township / KCDC:** Vitality Drain Evaluation & Improvement Plan

Hydraulic/Flooding Consultation

- **City of Allegan:** Water Treatment Plant, Capital Improvement Plan
- **City of Big Rapids:** Big Rapids Riverwalk, Wellhead Protection Plan, State St. Booster Pump Addition Study, Sanitary Sewer Collection System Capacity Study
- **City of Hart:** Wellhead Protection Plan
- **City of Kentwood:** Potter Avenue Pumping Station Replacement, Kalamazoo Avenue Reconstruction
- **City of Ludington:** Water Treatment Plant & Distribution Facility Upgrades
- **City of Norton Shores:** Harvey Street Reconstruction
- **City of Whitehall:** Water System Computerized Modeling—Cybernet
- **Egelston Township:** Water System Master Plan
- **Fruitport Charter Township:** Fruitport Township/City of Norton Shores Alternative Water Supply Study
- **Grand Haven Charter Township:** WWCS Rate Study
- **Holland Charter Township:** Water Supply System, Beeline Road / 128th Avenue

Interconnect, Water Supply System Improvements: 136th Avenue

- **Muskegon County:** Northside Water System Study & Improvements
- **North Kent Sewer Authority:** Wastewater System Improvements, Treatment Plant Floodplain Permitting
- **Nottawaseppi Huron Band of Potawatomi Indians:** Administration Building Flooding Review
- **Plainfield Charter Township:** Wellhead Protection Plan, Water Distribution System Improvements
- **Southwest Michigan Water Authority:** Water Supply System Feasibility Study
- **Spring Lake Township:** Wastewater Collection System
- **Grand River Evaluations for Various Communities**
- **Village of Morley:** Two Mile Road Bridge Replacement

Water System Reliability Studies

- City of Allegan
- City of Big Rapids
- City of Bronson
- City of Carson City
- City of Charlevoix
- City of Charlotte
- City of Cheboygan
- City of Fennville
- City of Hart
- City of Hastings
- City of Kentwood
- City of Ludington
- City of Montague
- City of Muskegon



Joshua A. Gottschall

Construction Project Manager,
Senior Technician

Josh is a Project Manager responsible for coordination of construction related activities, data collection, FieldManager, and Office Technician duties. He has over 20 years of experience on road and bridge, private, USNRC and commercial construction projects serving as Office Tech, Lead Observer/ Tester, and Project Manager. He is certified and experienced in MCA/ACI concrete level 1, ACI Concrete Strength Testing, MDOT density control, aggregate, Troxler user, Storm Water, SESC-C, and MDOT Office Technician.

Josh is responsible for various private client, local agency and MDOT projects performed within Prein&Newhof's Construction Engineering Group. He is directly involved and responsible for water, sanitary sewer, storm sewer, street improvements, highway and bridge construction, site development, and drainage projects. Josh has experience with MDOT, numerous county road commissions, and private design-build projects in Michigan and Arizona that have won client awards and received high client satisfaction ratings. Josh has a diverse background of experience providing density, concrete, aggregate, and bituminous quality assurance and testing. He is familiar with the Standards, Specifications, and Procedures from AASHTO, MMUTCD, MDOT, and MTM. Josh and his Observers are very familiar with FieldManager Software.

Education

Associates Degree of Science
Northwestern Michigan College
Cadillac, Michigan 1999

Certifications & Training

Qualified Concrete Technician –
MCA and ACI Level I
Michigan Certified Aggregate
Inspector
Certified in the use of Troxler
Nuclear Density Testing
Equipment
Certified Storm Water Operator for
Construction Sites–MDNR
MDOT Certified in Density
Technology
Field Manager Training, ACEC
Materials
Certification Training, Soil Erosion
and Sedimentation Control –
MDEQ
MDOT Certified Office Technology

Professional History

Prein&Newhof, 2013–Present
Wilcox Professional Services, LLC
1999–2012

Representative Projects

Roads

- **Clare CRC:** 22 Projects
- **City of Big Rapids:** 4th Avenue, Bjornson Street, Bronson Avenue, DeKraft Avenue Reconstruction; US–131 BR Michigan Avenue Streetscape & Roadway Reconstruction
- **City of Cadillac:** Cobb and Division Streets Reconstruction; Holly Road, Wren Place, Vine Street, Heather Place; South Street; Ford Street, Smith Street,

Project Team

Wheeler Street; Garfield Street, Blodgett Street, Marble Street

- **City of Midland:** North Saginaw Road
- **City of Mt. Pleasant:** Broadway Street Reconstruction
- **City of West Branch:** North First Street
- **Gladwin CRC:** Four Projects
- **Isabella CRC:** 15 Projects
- **Kalkaska CRC:** 12 Projects
- **Lake CRC:** 11 Projects
- **Midland CRC:** Meridian Road
- **Missaukee CRC:** Eight Projects
- **Oceana CRC:** Four Projects
- **Osceola CRC:** As Needed Inspection and Testing
- **Otsego CRC:** Old 27 North
- **Saginaw CRC:** Bishop Road at Miller Drain
- **Wexford CRC:** 24 Projects

Michigan Department of Transportation

- Cadillac Transportation Service Center (9 Projects)
- Mt. Pleasant Transportation Service Center (17 Projects)
- 20+ Other Projects- Various Locations

Bridges

- **Barry CRC:** Finkbeiner Road and Thornapple River
- **Benzie CRC:** Burnt Mill Road crossing Woodcock Creek, Nessen Road Crossing Little Betsie River
- **Clare CRC:** Pine Road Bridge over Muskegon River; Muskegon Road Bridge at Muskegon River; Brand Avenue and Rodgers Avenue over Middle Branch Tobacco River; Bailey Lake Bridge; Beaverton Road over Bailey Creek; Pine Road over Muskegon River

- **Gladwin CRC:** Townhall Road over the South Branch of Tobacco River
- **Isabella CRC:** West Jordan Road over the Coldwater River, Beal City Road over North Branch Chippewa River, Loomis Road Bridge, Woodruff Road Bridge, Mission Road at North Branch Chippewa River. Leaton Road over Lewis Drain and Spring Creek
- **Kalkaska CRC:** Aarwood Road over Rapid River, Kniss Road over North Branch Manistee River
- **Lake CRC:** Bass Lake Road Bridge, Old M-63 Bridge over the Little Manistee River
- **Missaukee CRC:** 7 Mile Road Bridge over Clam River, Brinks Road Bridge over West Branch Clam River
- **Village of Harrietta:** Gossman Street over Slagle Creek
- **Village of Muir:** Prairie Street over the Maple River
- **Wexford CRC:** 14 Road over Cole Creek

Non-Motorized Paths

- **City of Cadillac:** Clam River Greenway – Phases 2 and 4
- **Michigan DTMB:** Clinton, Ionia, and Shiawassee Multi-Use Trail
- **City of Ionia:** Grand River Rail Trail
- **Farwell Public Schools:** Safe Routes to Schools project
- **Kalkaska CRC:** Aarwood Trail

Municipal Improvements

- **City of Cadillac:** Stormwater, Asset Management, and Wastewater Program Plan, Heritage Park Parking Lot



Brent VanDyke

Construction Observer

Since joining Prein&Newhof in 2005, Brent has gained significant experience by providing construction inspection and material testing services for many of our municipal and township clients.

Brent has been the lead Construction Observer on force main, sanitary collection & trunk sewers, water distribution mains, non-motorized paths, and major street reconstruction projects.

During these projects Brent has monitored the contractor's progress and performed density testing on utility line backfill, aggregate base, and asphalt pavement. He also interfaced with residents and worked with our clients' representatives to see the project through to completion.

Education

B.S. Business / Agriculture & Natural Resources
Michigan State University, 2003

Certification & Training

OSHA Confined Space Training
Certified Troxler Nuclear Gauge Operator
Certified Storm Water Operator
Soil Erosion and Sedimentation Control
MCA- Concrete Field Testing Technician
Level I Certified
MDOT-Certified Density Inspector

Professional History

Prein&Newhof, 2006 – present

References

Brian Armstrong, City of Whitehall
Jim Murphy, City of Norton Shores
Al Crooke, Village of Muir

Representative Projects

Roads & Utilities

- **City of Carson City:** Wastewater System & Lagoon Inspections
- **City of Norton Shores:** Ridgeview Drive Sanitary Sewer & Street Improvements, Harvey Street Reconstruction, Phases 1 & 2 (MDOT)
- **City of Ionia:** Non-Motorized Rail/Plan From Ionia to Saranac, Pleasant Street & High Street Improvements, 2015 Street & Utility Improvements
- **Village of Muir:** Street and Water System Improvements
- **City of Allegan:** Davis Street Reconstruction (MDOT), Wastewater Treatment Plant Material Testing
- **Alpine Township:** Henze Street Extension, Alpine Avenue & Alpenhorn Drive Intersection Improvements
- **Cannon Township:** Non-Motorized Path Construction, 10 Mile Road & Courtland Drive Sidewalk, Marcel Drive to Glen Oaks Drive
- **City of Kentwood:** 44th Street Rehabilitation, DWRP-Water & Wastewater Improvements, East Paris Avenue & Swank Drive Reconstruction (MDOT), Kalamazoo Avenue



King & MacGregor Environmental, Inc. Comprehensive Wetland Services



Wetland mitigation under a permanent conservation easement in Holland, Michigan

King & MacGregor Environmental, Inc. (KME) staff is regarded as leaders in the field of wetland science and regulation. KME's staff of Professional Wetland Scientists, landscape architects, biologists and regulatory professionals successfully obtain results for our diverse clientele. KME uses an interdisciplinary team approach with expertise in the technical and regulatory aspects of wetland management to meet and exceed our client's goals; whether it is a small residential lot or an industrial complex hundreds of acres in size, KME is able to take the client's project from conception to reality. Our continued success and large base of repeat clients is testament to our wetland services expertise.

KME provides the following services:

- Wetland determinations and delineations
- Wetland assessments
 - MDOT pre-qualified
- State and Federal permit negotiation
- Wetland mitigation banking
- Wetland restoration
- Compensatory wetland mitigation

Design:

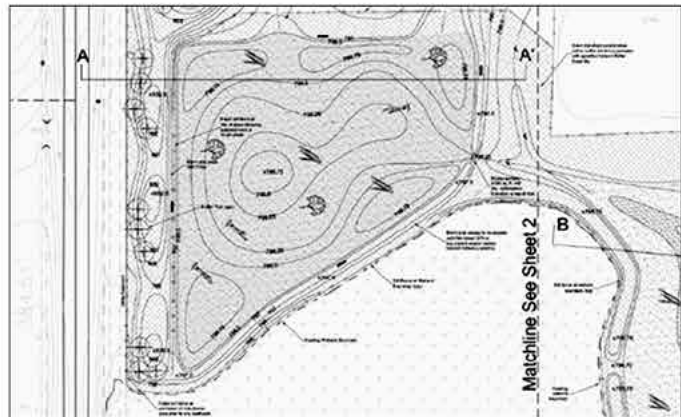
- On-site and off-site mitigation area site selection
- Hydrologic modeling
- Wetland functional assessment
- Wetland mitigation design

Construction:

- Construction documents
- Contractor selection and coordination
- Construction observation

Monitoring:

- Post-construction data collection and report preparation
- Invasive species control
- Wetland mitigation monitoring



KME uses AutoCAD to create wetland design plans and sections



Wetland delineation in the Upper Peninsula



King & MacGregor Environmental, Inc. Consulting Services



WETLAND SERVICES

- Wetland delineations and assessments
- State and Federal permit negotiation
- Wetland mitigation design
- Wetland mitigation monitoring
- Wetland mitigation banking
- Wetland restoration
- MDOT Pre-qualified for wetland assessment

ECOLOGICAL RESOURCE ASSESSMENTS

- Habitat restoration planning
- Mine and gravel pit reclamation
- Environmental Impact Statements
- National Environmental Policy Act (NEPA) documentation
- Federal Energy Regulatory Commission (FERC) studies
- Natural resource assessments for local, state, Federal and tribal agencies
- Forest management plans (including timber sales)
- Tree surveys

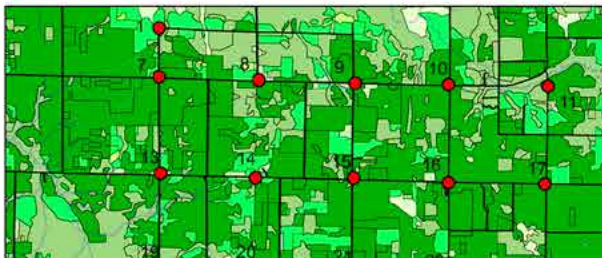


THREATENED/ENDANGERED SPECIES ASSESSMENTS

- Threatened/endangered plant and wildlife occurrence and habitat assessments
- Rare natural communities assessments
- Threatened/endangered species permit application assistance
- Habitat management plan development
- Threatened/endangered species transplantation and monitoring
- MDOT Pre-qualified for endangered plants and wildlife

SHORELINE/STREAM MANAGEMENT

- Great Lakes, inland lakes and streams permitting
- High-risk erosion evaluations and permit assistance
- Critical dune evaluations and permit assistance
- Marina permit assistance
- Aquatic community evaluations and vegetation surveys
- Stream restoration/relocation and stabilization



LANDSCAPE INVESTIGATIONS

- Mitigation banking site analyses
- Site planning and design
- Resource and land planning for residential and commercial development
- Geographic Information Systems (GIS), Geographic Positioning Systems (GPS), and AutoCAD® capabilities
- Phase I investigations

Experience



Completion Year
2016

Project Team

Jason Washler, PE, Project Manager
Dan Sorek, PE

Professional Fees
\$268,000

Construction Bid
\$2,765,000

Funding:
\$1.9 Million MDOT TAP Grant
City of Walker
Private Donations

Client Contact
Scott Conners, PE, City of Walker
Engineer
(616) 791-6861
sconners@walker.city

Awards Won
Project of the Year- Transportation
Category, 2018
American Public Works Association-
Michigan Chapter

Non-motorized Tunnel under Lake Michigan Drive City of Walker

The Fred Meijer Standale Trail runs 6.5 miles between Walker and Grand Rapids, but had one problem-spot. Commuters, GVSU students, recreationalists, and residents using the trail had to cross Lake Michigan Drive at the nearest signaled intersection a half mile away. Many took the risk of waiting for a large-enough traffic gap to cross five lanes of traffic.

The Fred Meijer Standale Trail now has a more convenient crossing and a key connection since the City of Walker completed this \$3,300,000 pedestrian tunnel under five-lane M-45/Lake Michigan Drive near downtown Standale. A \$1.9 million MDOT Transportation Alternative Program grant and a significant contribution from the city's budget paid for this project.

Walker hired Prein&Newhof to do topographic survey, soil borings, utility relocation coordination, easement acquisition, design, construction administration for a 14-ft. by 10-ft. tunnel, pedestrian plaza, stacked stone retaining wall, security cameras, lighting and landscaping; construction staking, material testing, public relations, utility coordination and construction observation.

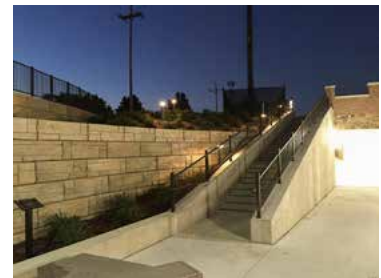
Engaging MDOT, Consumers Energy, AT&T, DTE, the City of Grand Rapids and METC early in the preliminary design stage made this project easier. Each had critical facilities or utilities affected by this project and it was important to seek accommodations from each of them to make this project work. Prein&Newhof worked with a local contractor to find existing utilities in the project area during preliminary design. The information provided by this effort had significant implications to the later design of the tunnel.

Finding adequate funding for the project was a challenge. The amount needed increased over the final 12-18 months for two reasons. First, the construction market tightened since the original estimate, Secondly, the proposed location of the tunnel changed because of existing utility locations and constructability concerns. The new tunnel location made it much easier to build, but required more concrete construction on the approaches.

Walker's tunnel design and vision came from the City of Greenville's tunnel under M-57 and Meijer's tunnel under Three Mile Road, both of which Prein&Newhof designed. Having these successful examples in hand helped Walker gain the support and funding to get the Standale tunnel built.

The design team proposed a phasing plan, and it saved the project and City over \$100,000. P&N's phasing plan included a weekend shutdown of Lake Michigan Drive, which eliminated any need for temporary paving or temporary retaining walls to maintain traffic during construction. The project team worked with stakeholders including MDOT, City of Grand Rapids, Standale DDA, and Grand Valley State University to get approval of this plan.

The design team proposed a 2000-foot-long horizontal directional drill storm sewer installation to allow a gravity drainage outlet for the tunnel. P&N engineers determined this construction method to be the only workable choice due to the closeness of existing electrical transmission lines.





Completion Year
2016

Project Team
Jason Washler, PE, Project Manager
Devin Brown, PE

Professional Fees
\$211,400

Client Contact
Kurt Adams, Meijer, Inc.
616-791-3909



Campus Mobility Study and Pedestrian Tunnel

Meijer, Inc.

Meijer’s corporate campus in Walker has two buildings: one on each side of Three Mile Road. Crossing Three Mile Road created pedestrian safety challenges for employees walking between the buildings and their parking lots.

Meijer asked Prein&Newhof to look at pedestrian movement and potential traffic safety issues. Part of the study included an online survey of employees to learn their walking patterns. The survey found 40 percent of employees opted to cross Three Mile Road mid-block and not use the marked crosswalk at the intersection of Three Mile Road and Walker Avenue. Based on the results of the behavior study, P&N recommended a pedestrian tunnel under Three Mile Road to connect the two major buildings.

The behavior study and employee survey was a creative way to get relevant data to support the decision to build a pedestrian tunnel.

Besides increasing safety, the pedestrian tunnel has become a centerpiece of Meijer’s corporate campus. It is ADA-compliant and features covered walkways leading to the tunnel to protect employees from inclement weather.



Completion Year:
2011

Total Project Cost:
\$1,400,000

Project Team:
James Hegarty, PE
Jason Washler, PE, Project Manager

Client Reference:
Douglas Hinken, PE, City Engineer
(616) 754-5645
George Bosanic, City Manager
(616) 754-5645

“The tunnel is beautiful and very useful. M-57 is a very dangerous street to cross even at the light. Hats off to the City of Greenville and all the participants in creating such a beautiful place highlighting our city with art. Great job on the tunnel by everyone!”

- Norice Rasmussen, Resident (via The Daily News)

M-57 Pedestrian Tunnel City of Greenville

Greenville wanted to turn the six-mile Fred Meijer Flat River Trail into a loop around the City. Built in three phases over the last decade, the \$6.5-million trail connects downtown Greenville, six parks, and Greenville High School. It also includes a spectacular, three-mile stretch along the scenic Flat River. P&N designed or provided support for each of the trail phases.

The last link in the trail loop meant having to cross M-57, a busy road on the east end of town. Greenville’s City Engineer and the Prein&Newhof team decided a handicap-accessible tunnel under M-57 would be the best choice. They found a suitable spot at the intersection of M-57 and Maplewood Street.

Greenville made the tunnel beautiful with 530 tiles, hand-made by local artists of all ages, decorating its interior walls. The tiles show Greenville’s history and include impressions of items taken from archeological digs in the area.

An attractive natural stone finish covers the tunnel approach walls. A cut-stone traffic barrier tops the approach walls to keep pedestrians safe.

Funding

MDOT grants, the Meijer Foundation, the Kellogg Foundation, and Greenville’s Capital Improvements Fund funded this \$1.4 million project.



Challenges & Solutions

The tunnel floor is 16 feet below M-57's surface. To keep the tunnel's footprint as small as possible, P&N designed vertical concrete retaining walls on each side of the tunnel approaches. Pre-cast concrete tunnel sections (each 16 feet wide and 12 feet tall) and a poured concrete floor form the tunnel.

To prevent vandalism, the tunnel is well-lit and includes electronic aluminum gates at each end to close it during the night. There is also a panic button at each end of the tunnel to open the gate, should someone become stuck inside the tunnel.

To accommodate a quick construction schedule, Greenville ordered the tunnel sections before letting construction bids. Greenville advertised, bid, and built the tunnel in less than 6 months. The contractor built it in two halves to allow uninterrupted traffic on M-57.

Because the tunnel interferes with the stormwater system under M-57, the design team re-routed several pipelines and added a small detention pond to the drainage system.

Awards

2012 Engineering Merit Award

American Council of Engineering Companies of Michigan

2011 Outstanding Civil Engineering Achievement Award

American Society of Civil Engineers, Michigan Section

"P&N worked with us on an as-needed basis throughout the construction so that we could be mindful of our budget and make use of in-house resources. They are very client minded. The project was essentially advertised, bid, and constructed in less than 6 months. The public saw the project progressing very smoothly, and they waited for the grand opening with great anticipation. We've gotten so many positive comments, even from people who were vocally critical of the project before it started."

- Doug Hinken, P.E., Greenville City Engineer

Experience



Leonard Street Reconstruction

City of Walker

A portion of Leonard Street was historically built over peat and other unsuitable soils that caused settlement over the years. This area also needed new sidewalks for pedestrians, and had flooding issues in the past.

P&N provided a half mile of design survey and geotechnical design to address the unsuitable soils by designing the pavement section consisting of a sand subbase, gravel base, and HMA pavement. P&N designed for reconstruction and widening of the half mile of roadway in order to include a center left turn lane, which required filling of wetlands and a permit from the MDEQ. P&N also provided drainage modeling for storm sewer system, utilizing the adjacent wetlands for peak storage of stormwater, signal upgrades at the Leonard-Kinney intersection, including mast arms and pedestrian signals, and design of water main and sanitary sewer extensions for future development.

The peat and soft soils underneath the roadway needed to be addressed to prevent future settling of the roadway. Much of the settlement underneath the existing roadway had already occurred, but the widening of the road required removing more peat. Underneath the layer of peat, a very soft layer of clay was present and P&N determined that a minimum 12-inch layer of crushed stone was necessary to stabilize the soft clay. In addition to the soils, a nearly 80-year-old existing 46" transmission water main serving the City of Grand Rapids was present under the edge of the existing roadway and needed to be worked around very carefully. The sanitary sewer extension crossed underneath the existing 46" transmission main, which required a design structural support system to make sure the 46" main didn't have any future settlement.

Completion Year

2018

Project Team

Jason Washler, PE

Tom Smith, PE, CFM

Chris Cruickshank, PE

Ryan Stone, PE

Brent VanDyke

King and MacGregor, Wetland and
Endangered Species

Funding Sources

MDOT TAP Grant, STP Grant

City of Grand Rapids Water &
Sanitary Sewer System Funding

Construction Cost

\$2,600,000

Client Contact

Scott Conners, PE

City of Walker Engineer
(616) 791-6861



Sidewalk Improvements: Plainfield Avenue City of Grand Rapids

The City of Grand Rapids added sidewalk on Plainfield Ave between the I-96 interchange and 390 feet north of Salerno Road to connect segments of existing sidewalk. This work includes the construction of a 5-foot-wide sidewalk with American with Disabilities Act (ADA) sidewalk ramps in Plainfield Avenue from I-96 to 390 feet north of Salerno Road. The project includes installation of sidewalk on the west and east side of the street. On the west side, the work starts just north of the I-96 West Bound on ramp and extends to 390 ft north of Salerno Road. On the east side, the work starts at the north edge of the bridge over I-96 and extends to Rupert Street.

The project is generally within a commercial district on both sides of the street with many drive approaches. A portion of this project on the east side of Plainfield Avenue from Lamberton Lake Drive to Rupert Street is in Grand Rapids Township. Coordination with property owners, businesses, and MDOT has been required for relocation of some utility poles, signs storm drainage, trees, landscaping, rocks, hydrants, pedestrian signal devices, vehicles, and other amenities within the right of way.

P&N completed the design for roughly 4500 feet of sidewalk and all associated ADA ramps and drive approaches. The project is set to be constructed in the summer on 2020.

Completion Year
2020

Project Team
Kevin Koster, PE
Jim Herman, EIT
Paul Reinhold, LLA

Client Contact
Breese Stam, PE, City Engineer
(616) 456-3060
bstam@ci.grand-rapids.mi.us



Completion Year

2018

Project Team

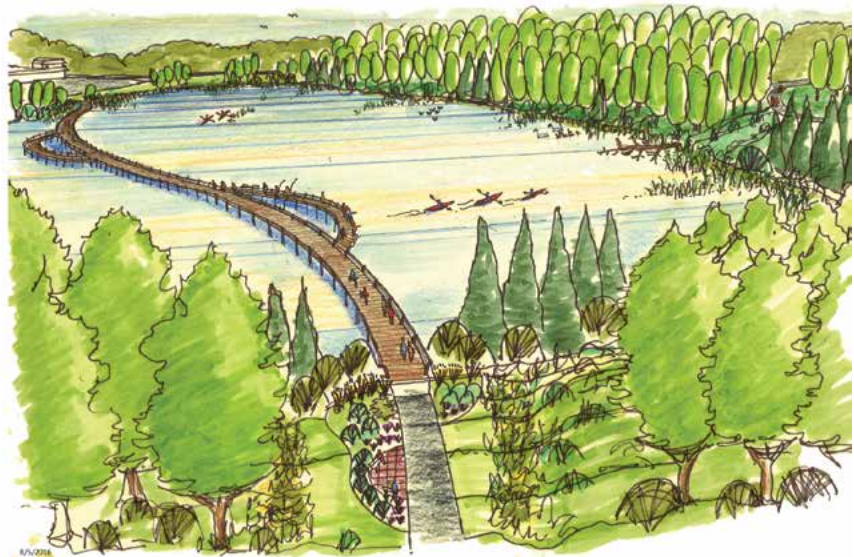
Scott Post, PE, Project Manager
Matt Levandoski, PLA

Funding Sources

Michigan Department of
Environmental Quality's Coastal
Zone Management Program
Michigan Department of
Natural Resources Trust Fund
(\$500,000)
Tax Increment Financing
Donations

Client Contact

Jean Derenzy, Grand Traverse
County Deputy Director
(231) 922-4513
jderenzy@grandtraverse.org
Julie Clark, TART Trail Director
(231) 941-4300
julie@traversetrails.org



West Boardman Lake Trail

Grand Traverse County

Grand Traverse County wanted to close the final 1.5-mile-long gap in the trail loop around Boardman Lake. The trail links users to community assets including the library, a food market, the Northwestern Michigan College University Center, densely populated neighborhoods in both Traverse City and Garfield Township, and several commercial areas surrounding Boardman Lake. The County won a \$75,000 grant from the Michigan Department of Environmental Quality's Coastal Zone Management Program to fund the trail's preliminary design. Tax increment financing and Brownfield money also funded the preliminary design.

Grand Traverse County, working with TART Trails, Garfield Township, and the City of Traverse City hired Prein&Newhof to do the preliminary design for the West Boardman Lake Trail Loop. This section completes a trail loop around Boardman Lake. It starts at 14th Street and the trail meanders south to Medalie Park. The project included trail design and routing, boardwalk design over a shallow part of Boardman Lake, water access amenities including stairs and a fishing deck, and two bridges over the Boardman River to connect to the trail on the east side.

Grand Traverse County hired Prein&Newhof to do geotechnical design, topographic surveying and mapping, assist in public meetings, and create design development drawing. The trail crosses several municipal boundaries and involves many stakeholders, including TART, community members, and property owners.

P&N's project manager and landscape architect worked with Grand Traverse County's team, meeting many times with the public, gathering their input, and presenting the proposed design. The public is enthused about the project and now we are working with the City of Traverse City to finish the design. Grants for this project came from MDOT's TAP program, MDNRTF and Passport grants, and MDEQ Brownfield funding. Garfield Township and Traverse City will fund the rest of the project.

"I think the design is amazing. We tend to build utilitarian trails, and I think this kind of ups the game."

Gary Howe, Commissioner

"I certainly love the preliminary design we've got so far," while Commissioner Ross Richardson called the trail route a "great plan."

Ross Richardson, Commissioner

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR BULK PICK UP AND DISPOSAL OF LEAVES
AND TO EXTEND THE BID
FOR GRINDING AND DISPOSAL OF BRUSH
TO RENEWED EARTH INC.

WHEREAS:

1. On April 4, 2016, the City Council awarded the three-year bid for bulk pick up and disposal of leaves, as referenced with Resolution Number 25403, and the three-year bid for grinding and disposal of brush, as referenced with Resolution Number 25402, to Renewed Earth Inc.
2. Renewed Earth has agreed to extend their bid pricing until December 31, 2021. The unit pricing shall remain unchanged from the previous bid pricing at a unit cost of \$14.90 per ton for bulk pick up and removal of leaves, and a unit cost of \$2.46 per yard for grinding and disposal of brush.
3. Sufficient funds have been budgeted in the Solid Waste Disposal Account: 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the bid for Bulk Pick Up and Disposal of Leaves, and extends the bid for Grinding and Disposal of Brush to Renewed Earth, Inc.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid Tab

Resolution No. _____

STAFF REPORT

Date: July 9, 2020

Subject: Bid Extensions – Bulk Pick-Up and Disposal of Leaves and Grinding and Disposal of Brush

From: Jodie Theis, Public Services Supervisor

Meeting Date: July 20, 2020

RECOMMENDATION:

The Public Works Department recommends that the City Council extend the bid for Bulk Pick Up and Disposal of Leaves to Renewed Earth, Inc., at a unit cost of \$14.90 per ton, and extend the bid for Grinding and Disposal of Brush to Renewed Earth, Inc., at a unit cost of \$2.46 per yard until December 31, 2021.

COMMUNITY, SAFETY, STEWARDSHIP:

The Yard Waste Facility provides the residents another option for yard waste removal, decreasing the potential for street flooding caused by plugged catch basins and improving the aesthetics of the City's neighborhoods. The Contractor shall be responsible for the disposal of all leaves at a site that is approved by the Michigan Department of Environmental Quality (MDEQ) as a location for composting or land application of leaves.

DISCUSSION:

On April 4, 2016, the City Council awarded both the three-year bid for bulk pick up and disposal of leaves, as referenced with Resolution Number 25403, and the three-year bid for grinding and disposal of brush, as referenced with Resolution Number 25402, to Renewed Earth Inc. Renewed Earth has agreed to extend their bid pricing until December 31, 2021. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

Based on the estimated quantities, the Public Works Department anticipates spending approximately \$74,500 for the bulk pick-up and disposal of leaves and approximately \$34,000 for the grinding and removal of brush in fiscal year 2021.

BUDGET IMPACT:

Sufficient funds are available in the Solid Waste Disposal Account: 230-441-44300-956.000.

ATTACHMENTS:

Contract Extension Letter, Renewed Earth, June 22, 2020
Bid Tabulations, March 22, 2016



RENEWED EARTH



June 22, 2020
City of Wyoming
Public Works Department
Wyoming, MI 49509

Attn: Jodie Theis
RE: Bulk Pickup and Disposal of Leaves / Grinding and Disposal of Brush

Renewed Earth would like to extend our current contract prices to you for the bulk pickup and disposal of leaves and the grinding and disposal of brush.

The current unit prices that we will extend through December 31th, 2021 are as follows:

Grinding and Disposal of Brush.....	\$2.46/yd
Bulk Pickup of Leaves.....	\$14.90/ton

Respectfully Submitted,

Daniel R. Glas

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON BULK PICK-UP AND DISPOSAL OF LEAVES

Opened By City Clerk On March 22, 2016 At 11:00 a.m.

Fiscal Year	Est. Qty. (Ton)	Renewed Earth		Spurt Industries		Michigan Wood Fibers	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
2016-2017	5,000	\$14.90	\$74,500.00	\$19.98	\$99,900.00	\$28.00	\$140,000.00
2017-2018	5,000	\$14.90	\$74,500.00	\$20.90	\$104,500.00	\$29.00	\$145,000.00
2018-2019	5,000	\$14.90	\$74,500.00	\$21.82	\$109,100.00	\$32.00	\$160,000.00

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON GRINDING AND DISPOSAL OF BRUSH

Opened By City Clerk On March 22, 2016 At 11:00 a.m.

Fiscal Year	Est. Qty. (Yds.)	Renewed Earth		Michigan Wood Fibers		Spurt Industries	
		Unit Price	Total	Unit Price	Total	Unit Price	Total
2016-2017	13,500	\$2.47	\$33,345.00	\$2.72	\$36,720.00	\$20.92	\$282,420.00
2017-2018	13,500	\$2.47	\$33,345.00	\$2.82	\$38,070.00	\$21.55	\$290,925.00
2018-2019	13,500	\$2.46	\$33,210.00	\$2.92	\$39,420.00	\$22.19	\$299,565.00

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR CURED-IN-PLACE PIPE LINING
TO CORBY ENERGY SERVICES, INC.

WHEREAS:

1. On October 15, 2018, the City Council awarded the bid for cured-in-place pipe lining to Corby Energy Services, Inc., as referenced with Resolution Number 26213.
2. Corby Energy Services, Inc. has agreed to extend their bid pricing until June 30, 2021. The unit pricing shall remain unchanged from the previous bid pricing at a unit cost of \$28.75 per linear foot (LF) for 8" sewer lines, \$35.00 per LF for 10" sewer lines, \$39.00 per LF for 12" sewer lines, \$44.00 per LF for 15" sewer lines, \$55.00 per LF for 18" sewer lines, \$110.00 per LF for 24" sewer lines, and \$105 each for protruding tap removal.
3. Sufficient funds are available in the Major Street, Local Street and Sewer Fund Accounts, 202-441-46300-930.000, 203-441-46300-930.000, and 590-441-54400-972.544.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the bid for cured-in-place pipe lining to Corby Energy Services, Inc. for fiscal year 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid Tab

Resolution No. _____

STAFF REPORT

Date: July 9, 2020

Subject: Bid Extension – Cured-In-Place Pipe Lining

From: Jodie Theis, Public Services Supervisor

Meeting Date: July 20, 2020

RECOMMENDATION:

The Public Works Department recommends that the City Council extend the bid for cured-in-place pipe lining to Corby Energy Services, Inc. for fiscal year 2021 at a unit cost of \$28.75 per linear foot (LF) for 8” sewer lines, \$35.00 per LF for 10” sewer lines, \$39.00 per LF for 12” sewer lines, \$44.00 per LF for 15” sewer lines, \$55.00 per LF for 18” sewer lines, \$110.00 per LF for 24” sewer lines, and \$105 each for protruding tap removal.

COMMUNITY, SAFETY, STEWARDSHIP:

Cured-in-place pipe lining reduces the infiltration of ground water into the sanitary sewer system, thereby reducing the amount of “clean” groundwater which would otherwise be treated at the Clean Water Plant. Cured-in-place pipe lining also limits root intrusion into the sanitary and storm sewer systems and reduces the potential for environmental problems caused by sewer backups and overflows. It reduces the risk of sewer problems and decreases the additional costs that occur during emergency repairs.

DISCUSSION:

On October 15, 2018, the City Council awarded the bid for cured-in-place pipe lining to Corby Energy Services, Inc., as referenced with Resolution Number 26213. Corby Energy Services has agreed to extend their bid pricing until June 30, 2021. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

The Public Works Department anticipates spending approximately \$500,000 for cured-in-place pipe lining in fiscal year 2021.

BUDGET IMPACT:

Sufficient funds are available in the Major Street, Local Street and Sewer Fund Accounts, 202-441-46300-930.000, 203-441-46300-930.000, and 590-441-54400-972.544.

ATTACHMENTS:

Contract Extension Letter, Corby Energy Services, June 9, 2020
Bid Tabulations, October 2, 2018



Corby Energy Services Incorporated

Underground Construction, Maintenance, and Inspection Service for Utility Outside Plant

June 9, 2020

City of Wyoming

Public Works Department

Wyoming, MI 49509

Attn: Jodie Theis

Re: Cured-In-Place Pipe Lining

Corby Energy Services Inc is pleased to extend our current contract pricing to the city for the CIPP Pipe Lining through June 30th, 2021. We appreciate your continued business and the opportunity to extend our current pricing to you and the City of Wyoming. We enjoy working with you and your staff and look forward to another great year.

Please see the below pricing that we will be extending:

- 8" CIPP LINING: \$28.75/LF
- 10" CIPP LINING: \$35/LF
- 12" CIPP LINING: \$39/LF
- 15" CIPP LINING: \$44/LF
- 18" CIPP LINING: \$55/LF
- 24" CIPP LINING: \$110/LF
- Protruding Tap Removal: \$105/ EACH

Respectfully,



Joshua Freeman

Sr. Project Manager

734-604-5109 Cell

jfreeman@corbyenergy.com

CITY OF WYOMING, MICHIGAN - TABULATION OF BIDS
CURED-IN-PLACE PIPELINE LINING

Opened By City Clerk On October 2, 2018 At 11:00 a.m. o'clock

Bidder	Cured-In-Place Pipeline Lining						Protruding Tap Removal Unit Price (ea.)
	8" Unit Price/ L.F.	10" Unit Price/ L.F.	12" Unit Price/ L.F.	15" Unit Price/ L.F.	18" Unit Price/ L.F.	24" Unit Price/ L.F.	
Corby Energy Services	\$28.75	\$35.00	\$39.00	\$44.00	\$55.00	\$110.00	\$105.00
Inland Pipe Rehabilitation (IPR)	\$29.50	\$34.00	\$36.00	\$48.00	\$68.00	\$95.00	\$145.00
Granite Inliner	\$34.00	\$34.00	\$37.00	\$48.00	\$64.00	\$88.00	\$150.00
Insituform	\$31.10	\$39.60	\$40.80	\$54.10	\$75.70	\$242.40	\$132.20
Lanzo Trenchless Technologies North	\$40.00	\$43.00	\$49.00	\$68.00	\$73.00	\$112.00	\$465.00
Terra Engineering & Construction	\$35.60	\$48.25	\$40.00	\$76.00	\$90.00	\$235.00	\$725.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FOR
PRETREATMENT COMPLIANCE SOFTWARE AND SUPPORT SERVICES AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached Staff Reports, it is recommended the City Council accept an agreement from Aquatic Informatics dba Linko Technology Inc. for the purchase of pretreatment compliance software and support services in the total estimated amount of \$49,170.
2. Funds for the software and software support services are budgeted in the sewer fund account number 590-590-54700-806.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement from Aquatic Informatics dba Linko Technology Inc. for the purchase of pretreatment compliance software and support services.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 20, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Agreement

Resolution No. _____

STAFF REPORT

Date: July 9, 2020

Subject: Pretreatment Compliance Software and Support Services

From: Dave Oostindie, Environmental Services Supervisor

Meeting Date: July 20, 2020

RECOMMENDATION:

It is recommended that City Council authorize the purchase of pretreatment compliance software and support services as outlined in the attached agreement from Aquatic Informatics dba Linko Technology Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Effective data management is vital to the protection of our treatment facility and ultimately the protection of the environment.

DISCUSSION:

The Environmental Services work group at the Clean Water Plant utilizes a data management and regulatory compliance program to compile all necessary information for our industrial and commercial sewer users along with our wholesale customers in Kentwood and Byron and Gaines townships.

This software has been in use for well over a decade now at the Clean Water Plant and has proved extremely valuable in generating our surcharges and penalties for our Utility billing functions. State and Federal regulations are also managed within the program and are very helpful during our annual State of Michigan audits.

The software's builder is now moving to a hosted/cloud-based environment which will allow for full implementation of the options available to our work group with this software program. The data and workflow generated by this system is integral to the ongoing compliance and reporting functions that the Environmental Services staff works with each day. This also eliminates the need for additional IT team support as all updates and backups are done by the host automatically. Remote access will now be available from site to site as our inspectors perform their duties throughout the entire service area.

BUDGET IMPACT:

The cost for the software and support services is shown below:

Recurring Services	Annual Subscription Fee
Year 1 Support Term: July 1, 2020 - June 30, 2021	\$15,340.00
Year 2 Support Term: July 1, 2021 - June 30, 2022	\$15,570.00
Year 3 Support Term: July 1, 2022 - June 30, 2023	\$15,800.00
Total Annual Subscription Fee	\$46,710.00

Professional Services Offering and One-Time Fees

Services Description	One-Time Fee
Sampling Assistant Implementation	\$820.00
Remote Sampler Implementation	\$820.00
Remote Training	\$820.00
Total One-Time Fee	\$2,460.00

Sufficient funds have been budgeted and can be found in the Sewer Fund account #590-590-54700-806.000

STAFF REPORT

DATE: July 8, 2020
SUBJECT: Pretreatment Compliance Software
FROM: Pat Firestone, Director of Information Technology
MEETING DATE: July 20, 2020

RECOMMENDATION:

The Information Technology department supports the recommendation that the City Council authorize the purchase of software as outlined in the Staff Report and supporting documentation from the Clean Water Plant, from Aquatic Informatics dba Linko Technology Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Effective data management is vital to the protection of our treatment facility and ultimately the protection of the environment.

DISCUSSION:

Information Technology staff has historically been involved with supporting the on-premise Linko software and server since installation over a decade ago. The server hardware where a portion of the product is running is end-of-life, so moving to the cloud-base product makes economic and functional sense. Information Technology has reviewed the required specifications for the software and hardware solutions, which were found to be fully-compliant with our current City of Wyoming computing environment, with minimal impact on computing infrastructure resources. IT also concurs with other benefits outlined, such as reduced need for IT support, automated backups and remote access for Inspectors.

BUDGET IMPACT:

Funding for this vendor selection is addressed in the staff report submitted by Dave Oostindie, Environmental Services Supervisor.

AQUATIC INFORMATICS - SERVICES AGREEMENT

Effective Date of this Agreement: July 1, 2020

SCOPE

City of Wyoming 2350 Ivanrest Ave. Wyoming, MI 49418	- and -	Aquatic Informatics ("AI") 2400 – 1111 West Georgia Street Vancouver, BC Canada, V6E 4M3
--	---------------	--

- A. This Service Agreement (the "**Agreement**") is between Aquatic Informatics and its affiliates ("**AI**", "**we**," "**us**," or "**our**") and you the customer of AI seeking to obtain AI's service offerings ("you" or "Subscriber").

Immediately below is the name of the AI company that is contracting with you based on the country or AI's sales region where you are located and the AI product and service obtained unless otherwise agreed in writing.

Linko, WaterTrax or Tokay Software service: Your agreement is with **Linko Technology Inc.** a company incorporated under the laws of the State of Washington, USA.

- B. AI provides certain service offerings to you (more particularly described in Schedule A including related professional services ("the Service Offerings" or "Services") upon the terms and conditions set out in this Agreement. By using the Service Offerings, Subscriber agrees to abide by the terms of this Services Agreement ("Agreement").

- C. This Agreement includes the following Schedules:

- Schedule A - Description of Service Offerings
- Schedule B - Subscription Term and payment terms
- Schedule C - Support and Maintenance
- Schedule D - Service Levels

1. Service Offering.

1.1 AI will provide the Service Offerings to Subscriber in accordance with applicable laws and regulations, under the terms of this Agreement and in accordance with AI-supplied product offering documentation. AI has the following responsibilities in addition to those set out in this Agreement.

- a) AI will implement reasonable measures to help you secure Your Content against accidental or unlawful loss, access or disclosure.
- b) AI will maintain an industry-standard state-of-the-art security environment.
- c) AI may provide you (via designated technical resources) with various levels of training in the use of the Service Offering.
- e) AI may provide you with setup, implementation, data-migration, go-live support, ongoing support and other services in relation to the Services Offering. These other services will be described in Schedule A.
- e) The Service Offerings will be provided at the service levels set out in Schedule D.
- f) To the limited extent that any personally-identifiable information or organizationally-identifiable information (collectively "PII") is provided by you as Content to be used with the Services Offering, such PII will be treated as Subscriber's Confidential Information and used by AI only on the terms set out in this Agreement and in accordance with AI's privacy policy.

1.2 AI will support your use of the Service Offerings and will maintain the Service Offering in the manner set out in Schedule C and this Agreement. Such support and maintenance is provided on condition that you are current in all payments due to AI.

- 1.3 On your request AI may provide optional professional services ("PS") to you. Such PS will be provided on mutually agreed terms set out in a Schedule to this agreement, a Quote, or a Statements of Work (all described as "SOW") and may include, for example, Software installation, implementation and additional training. Additionally:
- (a) Your responsibilities and AI responsibilities, project schedules, milestones, deliverables with respect to PS and its delivery will be set out in the SOW.
 - (b) AI's PS and the SOW will be provided on the basis of assumptions and information set out in the information you have provided to AI. If such assumptions/information provided by you is incorrect then you acknowledge that milestones, schedules, deliverables or pricing of PS may require adjustment. If required, such adjustments will be mutually agreed in writing.
 - (c) If AI is prevented or delayed from performing PS in the manner and at the time set out in a SOW by reason of any act or omission attributable to you AI will notify you forthwith and giving you three days notice to correct such act or omission. If you do not remedy this situation following three notifications, AI's PS will be put on hold pending your responsibility to notify AI when you are able to dedicate resources to support AI in providing PS. Additionally, applicable milestones, schedules or time of provision of deliverables shall be amended forthwith, and AI may require you to pay all of AI's reasonable costs and charges sustained or incurred by AI (at AI's rates specified in the SOW and all reasonable expenses) for additional time and materials expended by AI as a result of such delay.
 - (d) Unless otherwise set forth in a SOW, if your act or omission stops or postpones the PS set forth in a SOW you will pay for all PS rendered up to the stop or postponement date and will pay for any start up costs associated with re-activating resources to complete the subject SOW and any ramp-down costs associated with removing resources from the subject SOW. AI provides no guarantees that AI's PS may be resumed within the same timeframe as set out in the original SOW if PS is put on hold as a result of the provisions of this section.

1.4 Subscriber's responsibility generally are as follows.

- a) The Service Offering is only for your use. You may not provide the Services to other parties in any manner, including as a service bureau or application service provider.
- b) In using the Service Offering, You will adhere to all applicable laws, rules, and regulations.
- c) To use the Service Offering You must create a user account associated with a valid email address. You are responsible for that user account's security, for all activities that occur under that account and for strictly monitoring who has user account access. You will contact us immediately if you believe that a user account has been compromised or is being used by unauthorized persons.
- d) You may use the Service Offerings only in accordance with any documentation and acceptable use policies made known by AI to you ("AUP").

1.5 You are responsible for the accuracy, quality, integrity rights to use and legality of data processed using the Service Offering. You are responsible for ensuring you have the right to use any data, text, audio, video, images, software, lab samples, operational readings, field readings, or other similar content ("Content") you input into the Services Offering. More particularly it is your responsibility to ensure the following:

- a) that Your Content is compatible with then-current interfaces for a Service Offering;
- b) that Your Content complies with the terms of this Agreement, with applicable law and regulation and any AI AUP; and
- c) that You are responsible for dealing with any legal claims relating to Your Content including any intellectual property-related claims.

1.6 No other services are provided with the Service Offering unless mutually agreed to otherwise. AI may modify this Agreement at any time by providing you at least 90 days advance notice. The modified terms will become effective on the terms as notified. By continuing to use the Service Offerings after the effective date of any Agreement modifications, you agree to be bound by the modified terms. If you do not agree to such modifications, you may terminate this Agreement without penalty to either party.

2. Fees and Payment

- 2.1. Fees charged for the Services Offering are set out in Schedule B. All such fees are payable on a net 30 days basis without setoff or counterclaim, and without any deduction or withholding. AI will notify you if there are any fees charged for new options applicable to the Service Offering or if there are fee increases. Overdue invoices will accrue interest at the rate of 1.5% of the outstanding balance per month
- 2.2 All fees are exclusive of applicable federal, provincial, state or local, value added, sales, use, excise, tariffs and/or similar tax or duty. If AI is required to pay or collect any such taxes or duties on any fees charged, then such taxes and duties shall be billed to and paid by you. If you are tax-exempt, then you will provide us with legally-sufficient tax exemption certificates for applicable taxing jurisdictions.

3. Consequences of breach

- 3.1 AI may terminate this Agreement and your Service Offering access to the Services if you breach the Agreement or use the Services Offering in a way that: (i) poses a security risk to AI or any third party, (ii) may adversely impact the Service Offerings, AI or a third party's operations, (iii) may subject AI or any third party to liability, or (iv) may be fraudulent; or (v) breaches applicable law or regulation.

AI will give Subscriber written notice of such breach. If such breach is not corrected in 30 days AI may terminate this Agreement.

- 3.2. Instead of termination AI may choose to suspend your right to access or use any portion or all of the Service Offering. In such event;
 - a) you remain responsible for all fees and charges you have incurred through the date of suspension;
 - b) you remain responsible for any applicable Service Offering fees for any Service Offerings modules to which you continue to have access (including hosting, data storage fees or fees for in-process tasks completed after the date of suspension);
 - c) you will not be entitled to any service credits for any period of suspension.

AI's right to suspend Subscriber's access or use the Service Offerings is in addition to AI's termination rights set out in Section 4.2.

4. Term; Termination

- 4.1. The term of this Agreement commences on the Effective Date and is for the length of time stated in Schedule B ("Subscription Term"). If not stated in Schedule B the Subscription Term will be for a yearly term and will automatically renew for successive yearly periods unless a party notifies the other in writing not less than thirty (30) days prior to expiration of intent to not renew.

- 4.2 Additionally, this Agreement shall terminate in each of the following events:

- a) Either party may terminate this Agreement if the other becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other and is not dismissed within 30 days following commencement thereof.
- b) Either party may terminate this Agreement for cause upon 30 days advance notice to the other if there is any material default or breach of this Agreement by the other, unless the defaulting party has cured the material default or breach within the 30 day notice period.

If this Agreement is terminated for cause by Subscriber, then AI shall refund Subscriber any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Upon termination for cause by AI, Subscriber shall pay any unpaid fees covering the remainder of the Subscription Term after the effective date of termination. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to AI for the period prior to the effective date of termination.

4.3. Any post-termination assistance additional to that described below is subject to mutual written agreement.

- a) Generally. Upon any termination of this Agreement:
 - i. all your rights under this Agreement immediately terminate;
 - ii. you remain responsible for all fees you have incurred through the date of termination, including fees for in-process tasks completed after the date of termination;
 - iii. you will immediately return or, if instructed by us, destroy all AI Content in your possession.
- b) Post-Termination Assistance. Following termination:
 - i. we will not erase any of Your Content as a result of the termination for a reasonable period of time to allow you retrieve your Content;
 - ii. you may retrieve Your Content from the Service Offering only if you have paid any fees due to AI; and
 - iii. we will provide you with the same post-termination data retrieval assistance that we generally make available to all subscribers on a time and materials basis at our then stated hourly rates.

5. Proprietary Rights and confidentiality

5.1 Ownership.

- a) All proprietary and intellectual property rights, title and interest, including copyright and trade secret rights in and to anything associated with the Service Offering and the AI Content remains that of AI. As between AI and Subscriber, Subscriber exclusively owns all rights, title and interest in and to all of Subscriber's Content.
- b) Subscriber shall not (i) permit any third party to access the Service Offerings except as expressly permitted, (ii) create derivative works based on the Service Offerings, (iii) copy, frame or mirror any part or content of the Services, (iv) reverse engineer the Service Offerings, or (v) access the Service Offerings in order to build a competitive product or service, or copy any features, functions or graphics of the Service Offerings.
- c) Using the Services it is possible to collect aggregated anonymized data which is collected and stored without association with PII and does not identify Subscriber in any way ("Aggregated Data"). All Aggregated Data is the property of AI and treated as Confidential Information.

5.2 "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties Content, business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is:

- a) at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;
- b) already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;
- c) following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and
- d) developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.

5.3 Confidentiality. The following terms apply to Confidential Information and the ownership thereof.

- a) All Confidential Information is owned by the respective parties.
- b) Neither party will, at any time, whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.

- c) Each party will hold the other's Confidential Information in confidence and will protect each other's Confidential Information with the same degree of care with which it treats its own Confidential Information, but in no case with any less degree than reasonable care.
- d) Confidential Information may be disclosed to a party only to employees or consultants having a need-to-know provided such parties are bound by confidentiality obligations
- e) If Confidential Information is disclosed inadvertently the disclosing party will immediately notify the other party and will assist the other party in remedying the confidentiality breach.
- f) If Confidential Information is required to be disclosed pursuant to a valid subpoena, governmental order, judicial order or other operation of law the disclosing party will immediately notify the other party and will assist the other party seeking a protective order or other similar appropriate remedy in order to limit the Confidential Information disclosure to the extent possible or practicable.

6. Indemnification.

- 6.1. You will defend, indemnify, and hold harmless AI, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you; (c) Your Content.
- 6.2 AI has the right and all necessary permissions to provide the Services to the Subscriber. In the event of the breach of this representation, AI shall defend Subscriber against any claim, demand, suit, or proceeding ("Claim") made or brought against Subscriber by a third party alleging that the use of the Services infringes or misappropriates that third party's intellectual property rights, and shall indemnify Subscriber for any damages finally awarded against, and for reasonable attorney's fees incurred by Subscriber in connection with any such Claim.
- 6.3 For all indemnity claims the party seeking indemnity must promptly give the indemnifying party written notice of the claim; give the indemnifying party sole control of the defense and settlement of the claim; and provide to the indemnifying party all reasonable assistance, at the indemnifying party's expense. This section states the party seeking indemnity's exclusive remedy for any type of claim.

7. Disclaimers.

- 7.1 THE SERVICES ARE PROVIDED ON THE BASIS THAT THEY SUBSTANTIALLY CONFORM TO THEIR DOCUMENTATION. OTHER THAN THIS WARRANTY AI DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7.2 NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If either party is liable to the other in no event will the total aggregate liability of a party to the other exceed the fees paid by the Subscriber to AI in the 1 year period preceding the date of a claim.

8. Miscellaneous.

- 8.1 This Agreement includes its schedules and is the entire agreement between AI and Subscriber regarding its subject matter.
- 8.2 The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.
- 8.3 You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement without our prior written consent. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns. AI may assign this Agreement in connection

with: (a) a merger, amalgamation or corporate reorganization involving AI; (b) or in connection with the sale of all or substantially all the assets of AI; or(c) to an affiliate or wholly-owned subsidiary of AI.

8.4 The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit that party's right to enforce such provision at a later time. All waivers must be in writing executed by the party to be effective.

8.5 If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such a construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

8.6 The laws of the State of Michigan govern this Agreement and all disputes arising out of it shall be submitted to a court of competent jurisdiction in Michigan.

8.7 Sections 5, 6, 7 and any other sections that may be reasonably construed as intended to survive shall survive termination of this Agreement.

8.8 Upon consent by AI, this Agreement may be used for cooperative procurement by any public or municipal body, entity, agency or institution, If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, the Agreement may be extended to such other entities for the procurement of similar products and/or services provided to Subscriber and at fees in accordance with the Agreement unless separately negotiated between such other entities and AI. Further related entities participating in a cooperative procurement process shall place their own orders directly with AI. AI and such other entities will fully and independently administer their own separate contracting processes but all in accordance with substantially similar contracting processes as set out in this Agreement.

AI and Subscriber have executed this Agreement as of the Effective Date.

AQUATIC INFORMATICS

CITY OF WYOMING

Per:

Per:

Name: _____

Name: _____

Title: _____

Title: _____

I/We have authority to bind the corporation.

I/We have authority to bind the corporation.

SCHEDULE A
Description of Service Offerings obtained by Subscriber

Description of Services Provided (See Schedule B for Subscription Term & Payment Terms):

- Host and maintain customer's existing Linko software
- Sampling Assistant subscription
- Remote Sampler subscription

Description of Professional Services Provided (See Schedule B for Payment Terms):

- Implementation and training for Sampling Assistant and Remote Sampler modules

Schedule B
Subscription Term and Payment Terms

1. Subscription Term

- 1.1 This Agreement commences on the Effective Date.
- 1.2 The Subscription Term is for three (3) years, and thereafter renews automatically for successive one (1) year periods unless either party gives the other party 30 days written notice of its intent not to renew this Agreement prior to the expiration of the then current term.

2. Payment Terms

- 2.1 The Annual Subscription Fee is payable on the date when AI sends login credentials to Subscriber (Table 1).
- 2.2 Professional Services and One-Time Fees are payable on delivery of services unless stated otherwise (Table 2).
- 2.3 Subscriber shall pay the Annual Subscription Fee each year thereafter. AI may amend its fees for any renewal term on 30 days notice to Subscriber given prior to the expiration of the current term. Any applicable taxes are not included in this fee.

3. Annual Subscription Fees

- 3.1 The Subscriber agrees to pay the annual subscription fees for the use of the Services Offering modules listed in Table 1 below and the provided One-Time Services listed in Table 2 below.
- 3.2 Subscriber acknowledges that additional modules, additional systems/facilities being managed, or additional users to those listed below may require adjustments in pricing. Subscriber certifies that the information is accurate and agrees to notify AI of any material change in the information.

Table 1. Recurring Services Offering and Annual Subscription Fees

Recurring Services Offering	Annual Subscription Fee
Support & Maintenance for LinkoCTS, LinkoFOG, LinkoPipe, Surcharge Assistant and Remote Inspector (\$8100)	
Hosting Service with access for 6 RDP users (\$3250)	
Sampling Assistant Subscription (\$1995)	
Remote Sampler Subscription (\$1995)	
Year 1 Support Term: July 1, 2020 - June 30, 2021	\$15,340.00
Year 2 Support Term: July 1, 2021 - June 30, 2022	\$15,570.00
Year 3 Support Term: July 1, 2022 - June 30, 2023	\$15,800.00
Total Annual Subscription Fee	\$46,710.00

Table 2. Professional Services Offering and One-Time Fees

Services Description	One-Time Fee
Sampling Assistant Implementation	\$820.00
Remote Sampler Implementation	\$820.00
Remote Training	\$820.00
Total One-Time Fee	\$2460.00

Schedule C
Support and Maintenance of Service Offerings

Support and maintenance is provided with all Service Offerings.

AI will maintain the Service Offerings at the latest release making new enhancements and improvements available as part of AI's development methodology. In addition to regular maintenance of the Service Offerings, AI will support Subscriber by answering queries from technically-trained users designated by Subscriber and resolve such queries in a manner set out below

1.0 DEFINITIONS

- a. **“Case priority 1”** means the Service Offering has a system outage or the software does not work per user documentation, business operations have been severely disrupted and no work around is immediately available;
- b. **“Case priority 2”** means the Service Offering does not work per user documentation, business operations can continue in a restricted fashion (although long-term productivity might be adversely affected) and no work around is immediately available;
- c. **“Case priority 3”** means the Service Offering does not work per user documentation, impaired operations of some components, but allows the user to continue using the software, a work around exists but it is not obvious or is difficult and as a result there is significant impact productivity or efficiency;
- d. **“Case priority 4”** means the Service Offering does not work per user documentation, business operations are not significantly impacted;
- e. **“Case priority 5”** means the Service Offering does not work per user documentation and does not affect business operations or software does not work as expected and is not in user documentation or is an enhancement request;
- f. **“Documentation”** means the instruction manual or help on the Service Offering;
- g. **“Operating Hours”** are 7:30 am – 5:00 pm (Mon – Fri) Pacific Time excluding Province of British Columbia and Canadian statutory holidays via the Vancouver, Canada office, and 9:00 am - 5:00 pm (Mon – Fri) Australian Eastern Standard Time excluding Tasmanian and Australian statutory holidays via Hobart, Australia office;
- h. **“Resolution”** means one or more of the following outcomes: a) a mutually acceptable work around, b) a configuration/data change or c) a Service Offering Change;
- i. **“Service Offering Change”** means changes to Service Offering functionality;

2.0 SUPPORT AND MAINTENANCE SERVICES

2.1 Description of Services. During any Subscription Term and subject to the provisions of this Agreement, AI will use commercially reasonable efforts to provide the following Support and Maintenance Services:

- a) Live telephone support with a support representative during Operating Hours;
- b) Email support during Operating Hours;
- c) Live Web conferencing with a support representative during Operating Hours where required to understand the support case;
- d) Case tracking through our online case tracking system; and
- e) Access to an online Support Portal 24 hours a day, 7 days a week.

2.2 Support Service Level Agreement

Case Priority	Initial Response	Target Time to Resolution
1	1 business day or sooner	2 business days
2	1 business day	3 business days
3	1 business day	10 business days

4	1 business day	At AI's discretion
5	At AI's discretion	At AI's discretion

- a. AI's recovery time objective (being the maximum time period between an AI Service Offering is reported to be out of service/unavailable and when that same Service Offering is restored ("RTO") is 2 business days.
- b. AI's recovery point objective (being the time period when data may be lost from the Service Offering since the last backup of data ("RPO") is 24 calendar hours
- c. Initial Response and Target Time to Resolution time periods start once a case is logged in AI's Support Portal.
- d. Resolution times may exceed the Target Time to Resolution time targets depending on the complexity involved in determining the root cause of the case and the complexity of finding a resolution for it. Should this situation arise for priority 1 or 2 cases, the Customer will be provided a credit towards their next Annual Subscription Fee calculated as follows:
- e. $\text{Credit} = \text{Annual Subscription Fee} \times ((\text{Number of business days in excess of Target Time in a given Subscription Term}) / (\text{Total Number of business days in the same Subscription Term}))$
- f. The credit for any Subscription Term cannot exceed the Annual Subscription Fee.
- g. Subscription Term Credits can only be used as a rebate toward the purchase of a subsequent Subscription Term and otherwise has no cash value.
- h. Subscription Term Credits are Subscriber's sole remedy if resolution times exceed the Target Time to Resolution.

2.3 Resolution of Service Offering Anomaly. A Service Offering anomaly will be considered to be resolved when:

- a. the Service Offering is working in substantial accordance with the Documentation when operated on the supported hardware, operating system and peripheral as designated by AI; or
- b. AI has advised the Customer of one of the following:
 - i. how to correct or bypass the Service Offering anomaly;
 - ii. that the anomaly falls within an exception to this Agreement.

3.0 EXCEPTIONS

3.1 Support and Maintenance Exclusions. Maintenance and Support Services are not provided for and do not apply to:

- a. third party software and middleware or services;
- b. when the Customer is in breach of this Agreement or any other agreement between the Company and the Customer;
- c. Service Offerings that are improperly implemented;
- d. Hardware, peripherals (including printers) or software other than the Service Offering;
- e. Anomalies in the Service Offering that are not reproducible; or
- f. Anomalies, damage or problems in the Service Offering or its operation caused by:
 - i. an incompatible or non-functioning configuration, operating system or hardware system;
 - ii. accident, abuse or misapplication for which AI is not responsible;
 - iii. malfunction or non-performance of products supplied by third parties;
 - iv. use contrary to its intended purpose or contrary to the Documentation; or
 - v. any other matters beyond AI's control.

3.2 Third Party Vendors. The Customer will look solely to the third party vendors of third party software, middleware, hardware or peripheral if there are any anomalies, damage or problems to the Services Offering in or caused by such software, middleware, hardware and/or peripheral.

3.3 Interfaces. AI will not be responsible for any of the Customer's integration requirements for the Services Offering resulting from a Customer's use of third party vendors who may not integrate with the Services Offering.

Schedule D Service Levels

Service Commitment

AI will use commercially reasonable efforts to make Service Offerings available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any calendar month (the “Service Commitment”). In the event Service Offerings do not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

1. “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which Service Offerings, as applicable, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Service Offerings SLA Exclusion (defined below).
2. “Unavailable” means Your Service Offering has no external (to/from internet) connectivity.
3. A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total monthly-equivalent charges paid by you (excluding one-time payments such as upfront payments made for initial instance setup) for Service Offerings in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit %
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

We will apply any Service Credits only against future Service Offerings payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from AI. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other billing account. Unless otherwise provided in the Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide Service Offerings is the receipt of a Service Credit (if eligible) in accordance with the terms of this Schedule.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a support case with AI. To be eligible, the credit request must be received by us no later than calendar 15 days after the end of the billing cycle that the unavailability incident occurred within and must include:

1. the words “Service Offerings SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the URL(s) to the affected Service Offerings instance(s); and
4. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one month after your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Service Offerings SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Service Offerings, or any other Service Offerings performance issues: (i) that result from a suspension of your Service Offering for reasons set out in the Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the infrastructure provider for Service Offerings); (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from failures of individual instances not attributable to Service Offerings Unavailability; (vi) that result from any maintenance as provided for pursuant to the Agreement; (vii) arising from our suspension and termination of your right to use Service Offerings in accordance with the Agreement; or (viii) arising from downtime related to scheduled maintenance windows (defined below) (collectively, the “Service Offerings SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Scheduled Maintenance Windows

From time to time, your Service Offering instance may require maintenance to upgrade or repair hardware or software that will cause downtime and therefore unavailability to you. We will notify you at least 7 calendar days before such maintenance is required and provide an estimate of the duration required to perform the maintenance. Most maintenance can be performed with less than 2 hours of downtime but some may take longer. We will work with you to schedule a start time & date for the maintenance (a scheduled maintenance window) that is mutually acceptable to you and us. Once maintenance has started at the agreed time, we will use commercially reasonable efforts to return your Service Offerings instance(s) to service within the estimated duration window – but this will not always be possible due to unforeseen complications that may arise.

Scheduled Maintenance Windows are excluded from the Service Offerings SLA.