

NOTICE OF ELECTRONIC MEETING

Due to the Michigan Department of Health and Human Services (MDHHS) Emergency Epidemic Order requiring gathering restrictions and the Michigan Occupational Safety and Health Administration (MIOSHA) Emergency Rule 5.8 requiring remote-work where feasible in order to minimize the spread of the COVID-19 virus during the pandemic, and in accordance with the Open Meetings Act allowing electronic meetings, the Wyoming City Council meeting scheduled for Monday, December 21, 2020 at 7:00 p.m., will be held electronically. A copy of the full agenda for this meeting is available at <https://bit.ly/383Bh6X>.

Participate Via Zoom Meeting

The meeting will be conducted by Zoom. Those wishing to participate in the meeting may join the Zoom meeting online or by phone.

Online

Visit at

zoom.us/j/97359302704.

By Phone

Alternatively, those wishing to participate may call toll free.

1. Call [877.853.5257](tel:877.853.5257) or [888.475.4499](tel:888.475.4499)
2. When prompted, enter meeting ID number [973 5930 2704](tel:973.5930.2704) followed by the # key.

Watch Council Live

The meeting will also be shown live on WKTV (Comcast Cable Channel 26) and at wktv.org/live26.html.

Provide Public Comment

Those wishing to comment on agenda items or to raise other issues to the City Council may send written comments by e-mail, voice messages by phone, or online during the meeting. All written comments and all voice messages will be provided in full to all City Council members.

Email Comments – Email CityCouncilComments@wyomingmi.gov.

By Phone – Call 616.228.6179 to leave a voice message up to 3 minutes in length by 5:00 p.m. on the date of the meeting.

In Zoom Meeting – Follow the instructions above to join the zoom meeting. Public comment will also be taken during certain times at the meeting. If you are joining the meeting online or through the zoom app on a computer, click participants and use the raise hand during the public comment period. If you are joining the zoom meeting through a mobile device, click the more button and select raise hand. If you are calling in to the zoom meeting, press *9 to raise your hand during the public comment period.

Email City Council Members Directly – You can contact City Council members with their contact information provided at <https://bit.ly/2y6fYmS>.

Special Accommodations

Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the City Clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodación

Personas que deseen asistir a esta reunión y necesiten acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 or Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, DECEMBER 21, 2020, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Wayne Ondersma, The Pier Church
- 3) **Roll Call**
- 4) **Student Recognition**
- 5) **Approval of Minutes**
From the December 7, 2020 Regular Meeting

6) **Approval of Agenda**

7) **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. Please begin by providing your name and address. There is a 3 minute limit per person.

8) **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. Please begin by providing your name and address. There is a 3 minute limit per person.

9) **Presentations and Proclamations**

- a) Presentations
- b) Proclamations

10) **Petitions and Communications**

- a) Petitions
- b) Communications

11) **Reports from City Officers**

- a) From City Council
- b) From City Manager
 - 20-05 Acceptance of a Storm Sewer Easement for 2075 Lee Street SW (Wyoming Public Schools)
 - 20-06 Dedicate a Portion of Ithaca Street Right-of-Way via Revocable Parking Easement to Wyoming Public Schools (Parkview Elementary) for 2075 Lee Street SW

12) **Budget Amendments**

13) **Consent Agenda**

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

- a) To Reappoint Members to the Downtown Development Authority for the City of Wyoming

- b) To Reappoint Members to the Greater Wyoming Community Resource Alliance for the City of Wyoming
- c) To Appoint and Reappoint Representatives to the West Michigan Regional Planning Commission
- d) To Appoint Amy Tzintzun as a Member of the WKTV Commission for the City of Wyoming

14) Resolutions

- e) To Revoke the Personal Property Tax Exemption for Advantage Sales and Marketing LLC d/b/a Advantage Solutions, to Require Payment of Taxes that would have been Paid if the Exemption had not been Granted, and to Authorize and Direct All Actions Needed to Collect that Payment

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

- f) To Approve a Change Order for the Jackson Park Stormwater Pump Station Replacement and to Authorize the Mayor and City Clerk to Execute the Change Order
- g) To Extend the Bid for Tree Trimming and Removal to CHOP
- h) To Accept an Agreement from Language Line Services, Inc. and to Authorize the Mayor and City Clerk to Execute the Agreement
- i) To Accept a Quote from Burnips Equipment Company for the Purchase of a Front End Loader/Tractor and Authorize Trade-in of an Existing Front End Loader/Tractor (Budget Amendment No. 47)

16) Ordinances

17) Informational Material

18) 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. There is a 3 minute limit per person.

19) Closed Session (as necessary)

20) Adjournment

December 21, 2020

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 20-05

Subject: Acceptance of a Storm Sewer Easement for 2075 Lee Street, SW
(Wyoming Public Schools)

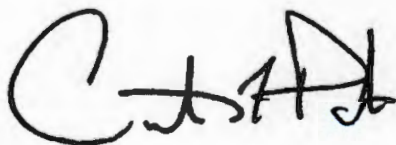
Councilmembers:

Wyoming Public Schools, owners of 2075 Lee Street, SW (Parkview Elementary), have submitted the following described Storm Sewer Easement. The Storm Sewer Easement conveys rights to own and maintain a public storm sewer crossing through the school property. The easement area is shown in Exhibit A of the attached easement.

Grantor:	Wyoming Public Schools (Parkview Elementary)
Grantee:	City of Wyoming
Address:	2075 Lee Street, SW
Size:	30' x 789' approximately (approximately 23,670 SF)
Consideration:	\$1.00

It is recommended that the City Council accept the Storm Sewer Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Storm Sewer Easement



CITY COUNCIL

Sheldor DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor


STORM SEWER EASEMENT

For the consideration of \$1.00, the receipt and sufficiency of which is acknowledged, **Wyoming Public Schools**, a general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1 et seq., of 3575 Gladiola Ave SW, Wyoming, MI 49519-3264 ("**WPS**"), grants and conveys to the **City of Wyoming**, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905 ("**City**") a permanent, perpetual stormwater easement in, to, under and over the property depicted and described in the attached **Exhibit A** (the "**Easement Area**") for the construction, installation, reconstruction, reinstallation, maintenance, repair, improvement and replacement of pipes, catch basins, manholes, and other improvements for collecting, conveying, and sampling stormwater ("**storm sewer**"), subject to the following terms and conditions:

1. Unless WPS otherwise first approves in writing, the storm sewer shall be underground.
2. Before constructing, installing, reconstructing, reinstalling or replacing any storm sewer in the Easement Area, City shall submit a copy of preliminary plans therefore to WPS for review and comment. Promptly after any improvements are completed, City shall file "as built" plans with WPS in a form generally required by the City.
3. To the extent reasonably practicable, City's work within the Easement Area shall be during times Parkview Elementary School is not in session. This shall not apply to any emergency or urgent need to address a stormwater or storm sewer issue.
4. City shall promptly restore the surface and any improvements in the Easement Area and any other portions of WPS's property that are damaged or disturbed during or as a result of work under this Easement.
5. WPS may use the surface of the Easement Area in any manner not inconsistent with the purposes of this Easement, including paving and use for parking and access, installation of playground equipment or other recreations facilities, and landscaping. However, WPS shall not construct or allow others to construct, either within the Easement Area or in such proximity to the Easement Area so as to require shoring or bracing during City's work within or use of the Easement Area, and buildings, parking structures, or other structures.
6. Except for restoration required by City under paragraph 4, WPS will remain responsible for the operation, use, maintenance, repair, and safety of the surface of the Easement Area.
7. City shall have access over areas of WPS's property adjoining the Easement Area as are reasonably necessary to access the Easement Area and exercise City's rights under this Easement.
8. City will hold WPS (defined for purposes of this paragraph to include WPS's officers, employees and other agents) harmless from, indemnify it for, and defend it against any demands, claims, lawsuits, administrative actions, arbitrations, judgments or awards, or other losses that arise from the City's exercise of its rights under this Easement or City's use of the Easement Area. City shall maintain insurance covering this obligation in commercially reasonable amounts.
9. City may not convey, assign, license, or otherwise grant any individual or entity use of this Easement, any interest in this Easement, or the Easement Area. But this Easement will inure to the benefit of and be binding on any successor to City or successor owner or operator of City's stormwater system.


[Signed on next page.]

WYOMING PUBLIC SCHOOLS

By: 
Craig Hoekstra, Superintendent

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me on Dec 9, 2020, by Craig Hoekstra, known to me as the Superintendent of Wyoming Public Schools.


Christopher Cook, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: Jan 7, 2025

Exempt from state and county transfer taxes under MCL 207.526(a) and MCL 207.505(a).

Drafted by:
Scott G. Smith
Wyoming City Attorney
1155 28th St SW, PO Box 905
Wyoming, MI 49509-0905

When recorded, return to:
Kelli A. Vandenberg
Wyoming City Clerk
1155 28th St SW, PO Box 905
Wyoming, MI 49509-0905

EXHIBIT A

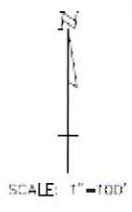
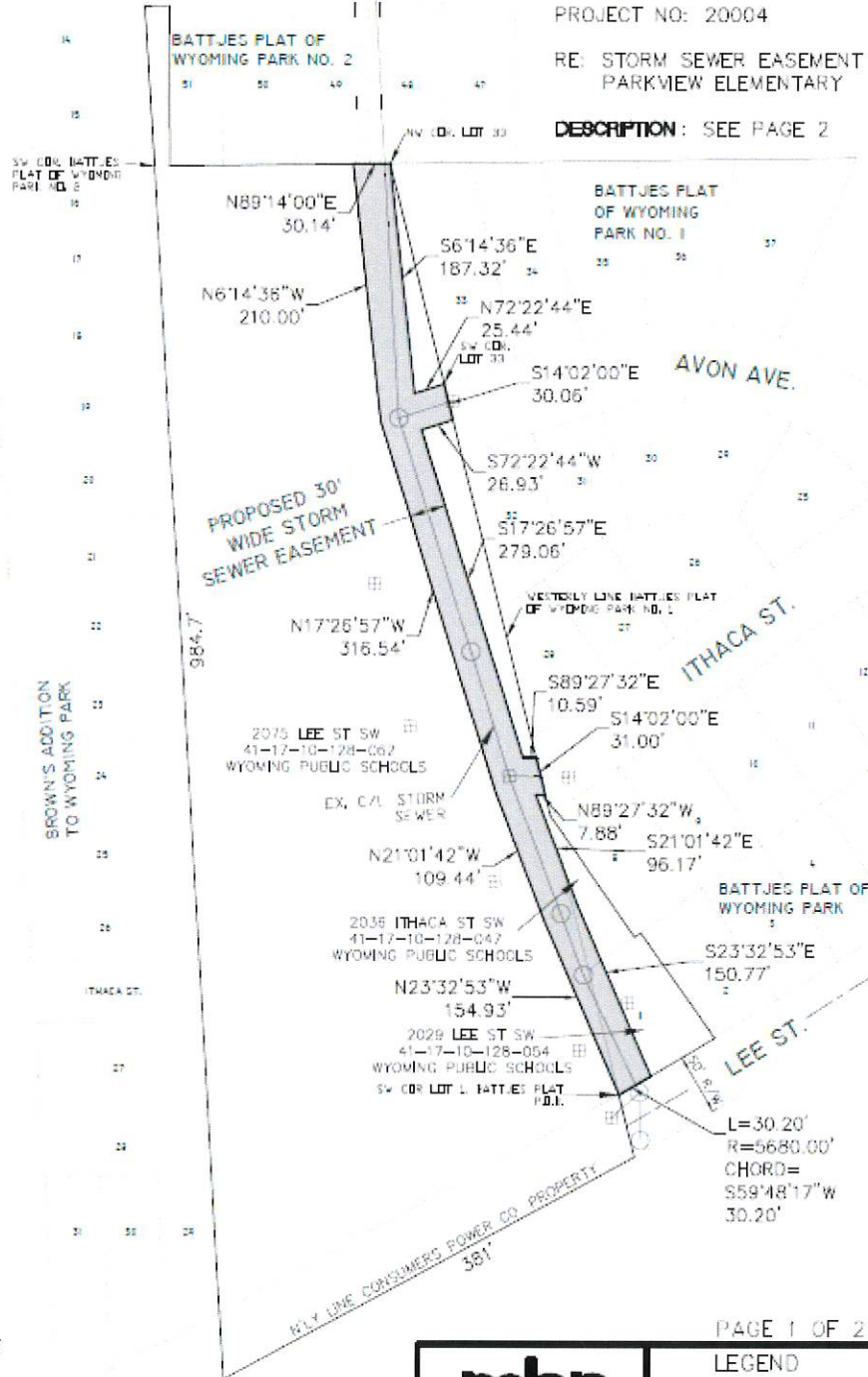
FOR: CITY OF WYOMING

DATE: 6-03-20

PROJECT NO: 20004

RE: STORM SEWER EASEMENT
PARKVIEW ELEMENTARY

DESCRIPTION: SEE PAGE 2



<p>mbn Meyers, Bueche & Nes, Inc. 1638 Leonard St NW Grand Rapids, MI 49504 616-457-5030 fax: 616-457-8244</p>	LEGEND	
	<ul style="list-style-type: none"> □ WOOD STAKE (SET) ○ IRON STAKE (SET) ● IRON STAKE (FOUND) — FENCE M = MEASURED P = PLATTED ▣ = CATCH BASIN ○ = STORM MANHOLE 	

EXHIBIT A

FOR: CITY OF WYOMING

DATE: 6-03-20

PROJECT NO: 20004

RE: STORM SEWER EASEMENT
PARKVIEW ELEMENTARY

DESCRIPTION 30' WIDE STORM SEWER EASEMENT : THAT PART OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{2}$ OF SECTION 10, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BATTJES PLAT OF WYOMING PARK, ACCORDING TO THE PLAT THEROF AS RECORDED IN LIBER 47 OF PLATS, PAGE 16, KENT COUNTY RECORDS; THENCE N23°32'53"W 154.93 FEET; THENCE N21°01'42"W 109.44 FEET; THENCE N17°26'57"W 316.54 FEET; THENCE N06°14'36"W 210.00 FEET TO THE SOUTH LINE OF BATTJES PLAT OF WYOMING PARK NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48 OF PLATS, PAGE 30, KENT COUNTY RECORDS; THENCE N89°14'00"E 30.14 FEET TO THE NORTHWEST CORNER OF LOT 33, BATTJES PLAT OF WYOMING PARK NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 47 OF PLATS, PAGE 40, KENT COUNTY RECORDS; THENCE S06°14'36"E 187.32 FEET; THENCE N72°22'44"E 25.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 33; THENCE S14°02'00"E 30.06 FEET ALONG THE WESTERLY LINE OF SAID BATTJES PLAT OF WYOMING PARK NO. 1; THENCE S72°22'44"W 26.93 FEET; THENCE S17°26'57"E 279.06 FEET; THENCE S89°27'32"E 10.59 FEET TO SAID WESTERLY LINE; THENCE S14°02'00"E 31.00 FEET ALONG SAID WESTERLY LINE; THENCE N89°27'32"W 7.88 FEET; THENCE S21°01'42"E 96.17 FEET; THENCE S23°32'53"E 150.77 FEET TO THE SOUTH LINE OF LOT 1 BATTJES PLAT OF WYOMING PARK, THENCE WESTERLY 30.20 FEET ALONG THE ARC OF A 5680 FOOT RADIUS CURVE TO THE RIGHT THE CHORD OF WHICH BEARS S59°48'17"W 30.20 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

PAGE 2 OF 2

mbn

Meyers, Beeche & Nes, Inc.
civil engineers/surveyors
1638 Lechard st nw
grand rapids, mi 49504
616-457-9030
fax 616-457-8244

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED
- ⊕ = CATCH BASIN
- = STORM MANHOLE

City of **Wyoming** Michigan

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

December 21, 2020

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 20-06

Subject: Dedicate a portion of Ithaca Street right-of-way via Revocable Parking Easement to Wyoming Public Schools (Parkview Elementary) for 2075 Lee Street, SW

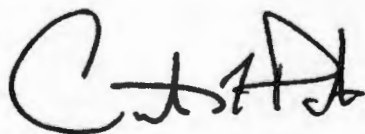
Councilmembers:

The City of Wyoming, in cooperation with Wyoming Public Schools, owners of 2075 Lee Street, SW, are desirous of modifying the school parking and access at Parkview Elementary. The City has written, and the School accepted the terms set forth in the attached Revocable Parking Easement allowing long term use of vacant Ithaca Street. The attached easement sets the terms for the use and for termination of said easement. The easement area is shown in Exhibit A of the attached Revocable Parking Easement.

Grantor:	City of Wyoming
Grantee:	Wyoming Public Schools (Parkview Elementary)
Address:	2075 Lee Street, SW
Size:	50' x 138' (6,900 SF)
Consideration:	\$1.00

It is recommended that the City Council accept the Revocable Parking Easement, which has been approved as to form by the City Attorney.

Respectfully submitted,



Curtis L. Holt
City Manager

Attachments: Revocable Parking Easement



CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

REVOCABLE PARKING EASEMENT

For the consideration of \$1.00, the receipt and sufficiency of which is acknowledged, the **City of Wyoming**, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905 ("**City**") quitclaims and conveys to **Wyoming Public Schools**, a general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1 et seq., of 3575 Gladiola Ave SW, Wyoming, MI 49519-3264 ("**WPS**") a revocable limited easement in, to and over the area described in the attached **Exhibit A** (the "**Easement Area**") for the limited purposes stated in this document and subject to the following terms and conditions:

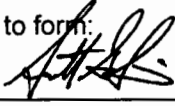
1. Unless City otherwise first approves in writing, the Easement Area may be used only for parking and access for Parkview Elementary School.
2. WPS may pave the Easement Area, install lighting, and make other improvements reasonably needed or desirable to use it as provided in paragraph 1. Unless City first approves in writing, WPS shall not make other improvements or allow any others to make or install any other improvements, including without limitation, any underground or overhead utilities.
3. Promptly after any improvements are completed, WPS shall file "as built" plans with City's Department of Public Works in a form reasonably acceptable to City.
4. WPS will be responsible for the operation, use, maintenance, repair, and safety of the Easement Area and for the design, construction, installation, operation, use, maintenance, repair and replacement of any improvements within the easement area. This includes, without limitation, the obligation to address any needed drainage, snow or ice removal, or other needs to maintain the surface of the Easement Area. City will have no such responsibility.
5. WPS will hold City (defined for purposes of this paragraph to include City's officers, employees and other agents) harmless from, indemnify it for, and defend it against any demands, claims, lawsuits, administrative actions, arbitrations, judgments or awards, or other losses that arise from the condition, operation, use, maintenance, repair, or replacement of the Easement Area or any improvements within it during the term of this Easement. WPS shall maintain insurance covering this obligation in commercially reasonable amounts.
6. This Easement will remain in effect indefinitely. City may revoke it by City Council resolution if (i) WPS no longer both owns and operates Parkview Elementary as a public school, (ii) City decides the right-of-way comprising the Easement Area should be used as public right-of-way, (iii) WPS fails to comply with this Easement, (iv) City decides that, due to changes in law or decisions of courts, this Easement entails unacceptable liability risks, or (v) City vacates the right-of-way comprising the Easement Area. Before taking any action to revoke this Easement or that could lead to its revocation, City shall first notify WPS of the City Council meeting at which that action may be considered and allow WPS an opportunity to address the City Council before that action is taken. If this Easement is terminated as provided in this paragraph, WPS will have 90 days from termination to remove those improvements without damaging the Easement Area but any improvements left thereafter within the Easement Area shall be considered abandoned by WPS and become City property.
7. WPS may release and relinquish this Easement at any time by providing written notice to City. If WPS does so, City may (i) require removal of improvements within the Easement Area, or (ii) accept ownership of them if permitted by WPS. If removal is required, WPS will remove the improvements within 90 days.
8. Except as provided in paragraph 1, WPS may not convey, assign, license, or otherwise grant any individual or entity use of this Easement, any interest in this Easement, or the Easement Area.

[Signed on next page.]

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Approved as to form: 

Scott G. Smith, City Attorney

STATE OF MICHIGAN
COUNTY OF KENT

Acknowledged before me on _____, 2020, by Jack A. Poll and Kelli A. VandenBerg, known to me as the Mayor and City Clerk, respectively, of the City of Wyoming, Michigan.

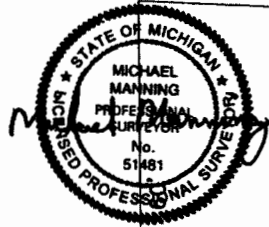
_____, Notary Public
Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: _____

Exempt from state and county transfer taxes under MCL 207.526(a) & (h); MCL 207.505(a) and (h).

Drafted by:
Scott G. Smith
Wyoming City Attorney
1155 28th St SW, PO Box 905
Wyoming, MI 49509-0905

When recorded, return to:
Craig Hoekstra, Superintendent
Wyoming Public Schools
3575 Gladiola Ave SW
Wyoming, MI 49519-3264

EXHIBIT "A"



BROWN'S ADDITION
TO WYOMING PARK

26

#2230 OREGON AVE
41-17-10-128-011

P.O.B.
SW CORNER LOT 26

SE CORNER LOT 26

SOUTH LINE LOT 26
138'

OREGON AVE.
(PLATTED AS MARION AVE.)

N0°01'W

50'

ITHACA ST.
(PLATTED AS MAXWELL RD.)

60'

NW CORNER LOT 27

NE CORNER LOT 27

NORTH LINE LOT 27
138'

50'

60'

27

#2240 OREGON AVE
41-17-10-128-012

60'

FOR: CITY OF WYOMING

DATE: 6-4-20

PROJECT NO: 20004ITHACA

RE: ITHACA ST. ESMT.--PARKVIEW ELEMENTARY

EASEMENT DESCRIPTION: THAT PART OF BROWNS ADDITION TO WYOMING PARK, KENT COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 21 OF PLATS, PAGE 28, KENT COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 26; THENCE EASTERLY 138 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT; THENCE S0°01'E 50 FEET TO THE NORTHEAST CORNER OF LOT 27; THENCE WESTERLY 138 FEET ALONG THE NORTH LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT; THENCE N0°01'W 50 FEET TO THE POINT OF BEGINNING.

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.



SCALE: 1"=20'

mbn

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

LEGEND

- WOOD STAKE (SET)
- IRON STAKE (SET)
- IRON STAKE (FOUND)
- FENCE
- M = MEASURED
- P = PLATTED

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS
TO THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Downtown Development Authority expires on January 1, 2021.
2. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Downtown Development Authority for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Downtown Development Authority</u>	
Daniel Lynema	01/01/25
Jennie VanHorn	01/01/25

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Downtown Development Authority for the City of Wyoming to the terms so stated.

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 December 21, 2020.

 Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO REAPPOINT MEMBERS TO THE
GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Greater Wyoming Community Resource Alliance expires on January 1, 2021.
2. It is the desire of the City Council that members be reappointed to serve on the Greater Wyoming Community Resource Alliance for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby reappoint the following named persons to serve on the Greater Wyoming Community Resource Alliance for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Greater Wyoming Community Resource Alliance</u>	
Casey VanHattum	01/01/24
Robert O'Callaghan	01/01/24

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 December 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT AND REAPPOINT REPRESENTATIVES TO THE
WEST MICHIGAN REGIONAL PLANNING COMMISSION

WHEREAS:

1. The By-Laws and Rules of Procedure for the West Michigan Regional Planning Commission entitle the City of Wyoming to three (3) representatives and one (1) alternate representative to serve on the West Michigan Regional Planning Commission Board.

NOW, THEREFORE, BE IT RESOLVED:

1. That Citizen Representative Joseph Rizqallah be appointed, Principal Planner Nicole Hofert, Councilmember Sam Bolt, and Alternate representative Robert Postema be reappointed as the City's representatives for 2021.
2. That the City Clerk be directed to send a copy of this resolution to the West Michigan Regional Planning Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT AMY TZINTZUN AS A MEMBER OF
THE WKTV COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Amy Tzintzun has submitted an application requesting appointment to the WKTV Commission for the City of Wyoming.
2. A vacancy exists in a regular term ending June 30, 2021 on the WKTV Commission.
3. City Council wishes to appoint Amy Tzintzun as a member of the WKTV Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Amy Tzintzun as a member of the WKTV Commission for the regular term ending June 30, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 21, 2020.

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO REVOKE THE PERSONAL PROPERTY TAX EXEMPTION FOR
ADVANTAGE SALES AND MARKETING LLC d/b/a ADVANTAGE SOLUTIONS,
TO REQUIRE PAYMENT OF TAXES THAT WOULD HAVE BEEN PAID IF THE
EXEMPTION HAD NOT BEEN GRANTED, AND TO AUTHORIZE AND DIRECT
ALL ACTIONS NEEDED TO COLLECT THAT PAYMENT

WHEREAS:

1. At its meeting of June 19, 2017, the City Council approved an application filed by Advantage Sales and Marketing LLC d/b/a Advantage Solutions (“Advantage”), pursuant to 1998 PA 328, MCL 211.9f (“Act 328”), for a tax exemption for new personal property (the “tax exemption”) and the city entered into a New Property Tax Exemption Agreement dated June 27, 2017 (the “Exemption Agreement”) that established terms and conditions for that tax exemption.
2. In addition to ensuring future personal property tax base and about 500 jobs at the long-vacant building at 1001 28th St SW (the “site”), the tax exemption was intended to provide additional community benefits such as that the on-site jobs that would generate additional retail and food services demands, possible increased area housing demands from those employees, and possible catalytic effects the site’s occupancy may have on other property in its vicinity.
3. During a recent telephone conversation Advantage informed the City Manager that the employees who moved off-site as a result of the COVID-19 pandemic will not be returning and that most of its personal property would no longer be located on the site.
4. As required by Act 328, the Exemption Agreement allows the City Council to consider revocation of the tax exemption under a number of circumstances, among which are if Advantage (i) moves more that 10% of the personal property outside the city, (ii) moves from the site, or (iii) fails to create or retain the promised jobs (*i.e.*, at least 100 new full-time equivalent jobs on the site and 400 existing jobs transferred to the site).
5. Under the Exemption Agreement, if it revokes the tax exemption, the City Council may also require Advantage to pay to the City and other taxing units the personal property tax that would have been paid if the tax exemption had not been granted.
6. As required in the Exemption Agreement, the City Manager notified Advantage of this meeting, providing it an opportunity to be heard before the City Council considers this resolution.
7. The City Council has considered the circumstances and all information related to this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council determines that Advantage has (i) moved more that 10% of the personal property from the site outside the city, (ii) essentially vacated the site, or (iii) failed to create or retain the promised jobs (*i.e.*, at least 100 new full-time equivalent jobs on the site and 400 existing jobs transferred to the site).
2. That the tax exemption is revoked.
3. That Advantage shall pay to the City Treasurer not later than January 15, 2021, an amount that the City Manager, in consultation with such others that the City Manager wishes to consult, that is a reasonable approximation of personal property taxes that would have been paid if the tax exemption had not been granted.
4. That the City Manager, City Treasurer, City Attorney and all other city officers, employees and agents are authorized and directed to take actions needed to collect the amount to be paid under paragraph 3 of this resolution.
5. That the City Manager shall file or cause to be filed a copy of this resolution with the State Tax Commission, the State Treasurer, and the president of the Michigan Strategic Fund.
6. That all resolutions and parts of resolutions are, to the extent of 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 meeting held on December 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

Resolution No. _____

STAFF REPORT

Date: December 15, 2020
Subjects: Advantage Solutions' Personal Property Tax Exemption
From: Curtis Holt, City Manager
Scott Smith, City Attorney
Meeting Date: December 21, 2020

RECOMMENDATION:

Adopt the Resolution Revoking Personal Property Tax Exemption for Advantage Sales and Marketing LLC d/b/a Advantage Solutions, Requiring Payment of Taxes that Would Have Been Paid If the Exemption Had Not Been Granted, and Authorizing and Directing All Actions Needed to Collect that Payment.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – The community is best served when action the city requires entities to honor commitments made to the community in exchange for benefits they receive from the community.

Safety – This resolution will have no impact on safety.

Stewardship – While the community will not benefit from the employment and tax base Advantage Solutions committed to bring to and maintain in the city, Advantage Solutions will be obligated to pay the exempted personal property taxes.

BUDGET IMPACT:

This reimbursement will have limited budgetary impact with some payment of the exempted taxes, likely under \$20,000 to city tax revenue.

DISCUSSION:

During a recent telephone conversation, Advantage Sales and Marketing LLC d/b/a Advantage Solutions confirmed it will not be returning a majority of its employees to the former Klingman's Furniture (and, before that, Roger's Department Store) property as 1001 28th St SW in the city when the pandemic ends. Based on an earlier telephone conversation, we understand GR 1001, LLC, an affiliate of the Hinman Company that owns the site, is committed to finding another tenant to occupy the site, which is difficult during the pandemic related MIOSHA emergency rules and MDHHS emergency orders that limit occupancy and use of offices. Revoking the tax exemption is a legally available option the city included with the incentives provided to Advantage and Hinman and the purposes of those incentives will no longer be realized.¹

In June and July 2017, the city granted tax incentives for the redevelopment of the site. A June 27, 2017, New Property Tax Exemption Agreement with Advantage, a copy of which is attached ("June agreement") provided for the exemption of personal property taxes pursuant to 1998 PA 328, MCL 211.9f (the "Act 328 exemption"). A July 16, 2017, Tax Exemption Agreement with Hinman, a copy of which is attached ("July agreement") provided for a real property tax exemption pursuant to 1978 PA 255, MCL 207.651 *et seq.* (the "Act 255 exemption").

Among other reasons, the June agreement allows the City Council to revoke the Act 328 exemption and require payment of the taxes that would have been paid without the exemption if Advantage (i) moves more than 10% of the personal property outside the city, (ii) moves from the site, or (iii) fails to create or retain the promised jobs (*i.e.*, at least 100 new full-time equivalent jobs on the site and 400 existing jobs

¹ For example, the on-site jobs that would generate additional retail and food services demands, possible increased area housing demands from those employees, particularly with the anticipated new jobs, the increase personal and real property tax base after expiration of the incentives, and possible catalytic effects the site's redevelopment and occupancy may have on other property in its vicinity.

transferred to the site). The Council needs to provide Advantage notice of the meeting at which the Council might consider that action and opportunity to address the Council before that action is taken at the meeting.

Among other reasons, the July agreement allows the City Council to revoke the Act 255 exemption and require payment of the taxes that would have been paid without the exemption if Advantage moves out of the site and a replacement occupant has not provided substantially the same number of jobs with similar compensation. As with Advantage, the Council would need to provide Hinman notice of the meeting at which the Council might consider that action and opportunity to address the Council before that action is taken at the meeting.

Given that Advantage has decided to abandon the site, City Council action would be timely. If there is a risk that Advantage is financially impaired, action is better sooner than later. Because Advantage is a California based company immediate action improves the ability to recoup the exempted taxes.

Hinman's situation is different. It is also a victim of Advantage's actions. Hinman stated a long-term commitment to finding another tenant, an effort that is likely pandemic impaired. It is hard to rent office space when MIOSHA emergency rules limit office occupancy.

NEW PROPERTY TAX EXEMPTION AGREEMENT

This New Personal Property Tax Exemption Agreement is made as of June 27, 2017, by the City of Wyoming, a Michigan municipal corporation, the principal business address of which is 1155 - 28th Street SW, Wyoming, MI 49509 (the "City") and Advantage Sales and Marketing LLC, a California LLC, the principal business address of which is 18100 Von Karman Ave, #1000, Irvine, CA 92612 ("Company").

RECITALS

- A. "Company" desires to improve its facility located at 1001 - 28th Street SW, Wyoming, MI 49509 (the "Company Site") and to install machinery and equipment at the Company Site (the "Personal Property") beginning after July 1, 2017, with completion anticipated by January 1, 2018.
- B. The Personal Property is anticipated to cost \$845,000 and Company anticipates to provide 100 new full-time equivalent jobs and transfer 400 existing jobs to the Company Site (the "Company Jobs").
- C. Company has applied for an exemption of personal property taxes on the Personal Property pursuant to 1998 PA 328, as amended, MCL 211.9f ("Act 328").
- D. For the reasons provided above, the City is amenable to granting a tax exemption on the Personal Property, but seeks assurance that the anticipated Company investment and job growth occurs.

TERMS AND CONDITIONS

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

1. Company's Acknowledgements, Representations and Covenants. On or about May 22, 2017, Company filed with the City an "Application for Exemption of New Personal Property," Michigan Department of Treasury Form 3427 (Rev. 5-06), seeking, pursuant to Act 328, an exemption of all personal property taxes that would otherwise be levied against the Personal Property (the "Application"). The City Council's approval of the Application at its meeting of June 19, 2017, was based in significant part on each of the following representations and covenants such that, if Company had not made each of them, the City Council would not have approved the Application.
 - a. Company expects to invest at least \$845,000 in acquiring and installing the Personal Property within the Company Site.
 - b. Company expects Company Jobs to include at least 100 full-time equivalent jobs by June 19, 2020, in addition to 400 existing jobs which will be transferred to the site.
 - c. Company expects that all of the Company Jobs will remain at the Company Site for not less than 7 years.
2. Annual Certification and Record Keeping.
 - a. Company will file a separate personal property statement in the form required under Michigan law for all Personal Property for each year that the exemption is in effect. These statements will be filed no later than February 20 following each year of the exemption.
 - b. Company will keep sufficient personal property fixed asset records to determine which items of personal property on the "Company Site" are covered by the exemption and which are not.
 - c. No later than February 20 following each year that the exemption is in effect, Company will file an annual letter certifying as of the previous December 31 the number of full-time equivalent jobs at the Company Site and an indication of the annual pay range (without revealing confidential information). The first letter will be due on February 20, 2018, and the last one will

be due on February 20 following the year in which the exemption expires or is terminated. Each letter shall include a certification that its contents are true to the best knowledge of the person signing the letter.

3. Term, Termination and Extension.

a. Except as otherwise provided in this Section, this Agreement shall terminate two years after the last day the exemption is effective, on December 31, 2024, or if repayment is required as provided in subsections below,

b. As required by Act 328, the exemption is revoked and the City Council may require the Company to repay all or part of the personal property taxes exempted under Act 328, if:

i. The Company is determined by the City Council to be in violation of any terms of this Agreement;

ii. The Company is determined by the City Council to be in violation of the provisions concerning the exemption in the resolution approving the exemption.

iii. Continuance of the exemption would be contrary to the requirements of Act 328, including, but not limited to, the requirement that the Company be an "eligible business" or "acquiring eligible business" under Act 328.

c. Prior to City Council consideration of determination provided in subsection b or to repay all or part of the exempted personal property taxes as provided in subsection b, the City shall provide Company written notice of and an opportunity to address the City Council prior to formally considering any such action.

d. The City Council may revoke the exemption if it determines that the Personal Property is not installed by December 31, 2018, or if Company has failed to meet the employment goals as provided in this Agreement.

e. If, during the period of time including the term of this Agreement, Company (i) moves more than 10% of the Personal Property outside the City, or (ii) moves from the "Company Site", or, (iii) fails to create or retain the promised jobs, then the City Council may require payment to the City and other taxing units of the taxes that would have been paid if the exemption had not been granted.

f. If the City Council wishes to consider a resolution seeking the revocation of the tax exemption as provided in subsections c, d, or e, the City shall provide Company written notice of and an opportunity to address the City Council prior to formally considering any such action.

4. Miscellaneous.

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

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

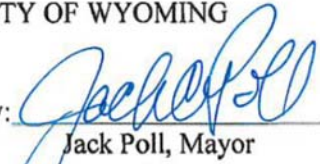
c. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable


filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

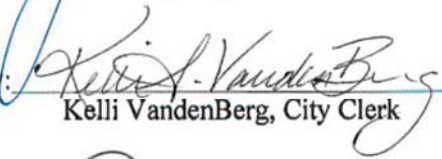
d. Notices shall be made by personal delivery or by FED EX, UPS or some other delivery service that provides notification to the sender of the delivery date and time sent to the address first given above or such other address as is provided by notice to the other party.

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

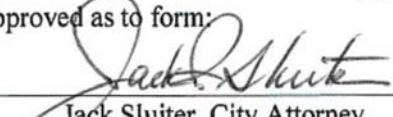
CITY OF WYOMING

By: 
Jack Poll, Mayor

By: 
Its Treasurer

By: 
Kelli Vandenberg, City Clerk

Date signed: June 27, 2017

Approved as to form:

Jack Sluiter, City Attorney

Date signed: July 6, 2017

TAX EXEMPTION AGREEMENT

This Tax Exemption Agreement is made as of July 6, 2017, by the City of Wyoming, a Michigan municipal corporation the principal business address of which is 1155 28th St SW, Wyoming, MI 49509 (the "City") and GR 1001, LLC, a Michigan limited liability company the principal business address of which is 750 Trade Center Way, Suite 100, Portage, MI 49002 ("GR 1001").

RECITALS

A. GR 1001 is investing \$3 million to \$5 million to rehabilitate the former Klingman's building located at 1001 28th Street SW, within the City of Wyoming Commercial Redevelopment District (the "Facility") for the use of Advantage Sales & Marketing LLC, a California limited liability company (the "Tenant") resulting in 360 to 450 jobs (the "GR 1001 Jobs") at the Facility.

B. On or about June 2, 2017, GR 1001 filed with the City an "Application for Commercial Facilities Exemption Certificate," Michigan Department of Treasury Form 4757 (Rev. 08-09), seeking, pursuant to 1978 PA 255, as amended, MCL 207.651 *et seq.* ("Act 255"), an exemption from real property taxes levied on the improvements made to rehabilitate the Facility.

TERMS AND CONDITIONS

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

1. GR 1001 Acknowledgements, Representations and Covenants. The City Council's approval of the tax exemption, was based in significant part on the following representations and covenants such that, if GR 1001 had not made each of them, the City Council would not have approved the Application.

A. GR 1001 will construct and install not less than \$3,000,000 and up to \$5,000,000 in real property improvements at the Facility.

B. The Tenant will occupy the Facility not later than March 1, 2018, and, not later than January 1, 2019, will have not less than 350 full-time equivalent employees who will work in the Facility.

2. Annual Certification and Asset Record Keeping. No later than February 20 of each year that the exemption is in effect, GR 1001 will file an annual letter certifying as of the previous December 31 the number of full-time equivalent jobs at the Facility and an indication of the annual pay range (without revealing confidential information). The first letter will be due on February 20, 2019, and the last one will be due on February 20, 2031, following the year in which the exemption expires. Following any year in which GR 1001 fails to meet the employment goals provided in this Agreement, the annual letter shall contain a detailed explanation of why such goals were not met. Each annual letter shall include a certification that its contents are true to the best knowledge of the person signing the letter. The failure to timely file a letter in accordance with this section shall be grounds for review and recommendation for revocation of the tax exemption recognized under this Agreement.

3. Term, Termination and Extension.

A. Except as otherwise provided in this section, this Agreement shall terminate on February 20, 2031, the date on which the final annual certification letter is due. GR 1001 shall be responsible for submitting a final completion certificate to the City at least 90 days before the termination of this Agreement.

B. By resolution, the City Council may revoke the tax exemption granted under this Agreement if it determines one or more of the following: (i) the Facility Improvements were not completed by December 31, 2019, (ii) that GR 1001 has not proceeded in good faith with the replacement, restoration, or construction and operation of the Facility in good faith in a manner consistent with the purposes of Act 255 and in absence of circumstances that are beyond the control of GR 1001, (iii) that the Tenant no longer occupies the Facility and a replacement occupant has not provided substantially the same number of jobs with substantially similar compensation, or (iv) GR 1001 has failed to timely submit the certifications and/or records required by Section 2 of this Agreement.

C. If the City Council revokes a tax exemption pursuant to this section, it may by resolution require GR 1001 to pay to the City the total amount of the taxes that would have been paid if such exemption(s) had not been granted, calculated from the time when such exemption(s) first took effect, which amount will be distributed to all taxing units on a *pro rata* basis looking at their respective tax levies in the year said

payment is made. Provided, if the Tenant vacates the Facility at the end of its 7-year lease and and a replacement occupant has not provided substantially the same number of jobs with substantially similar compensation, the exemption may then be terminated but no repayment of abatement taxes from years prior to the termination will be due.

D. If the City Council wishes to consider a resolution seeking the revocation of a tax exemption or payment of the exempted taxes (which shall be required for such actions), the City shall provide 30 days' written notice to GR 1001 of the meeting at which the City will consider such action and GR 1001 shall have an opportunity to address the City Council prior to formally considering any such action.

4. Appeal of Property Tax Assessment. During the term of this Agreement, GR 1001 shall not contend in any appeal that the value of the Facility is less than its assessed value as calculated prior to the issuance of the commercial facilities exemption certificate. This provision does not preclude an appeal of the taxable value of the Facility to the extent it is based on a value exceeding such amount.

5. Tax Administration Fee. GR 1001 shall pay a 1% administration fee on all commercial facilities taxes paid to the City, in same manner property tax administration fees are paid under MCL 211.44(3).

6. Late Tax Payments. GR 1001 shall pay the City interest and penalties on commercial facilities tax payments that remain unpaid after the due date for general *ad valorem* property taxes in the same manner and amounts as would be paid for late payments of *ad valorem* property taxes under the General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 *et seq.*

7. Miscellaneous.

A. This is the entire agreement between the parties as to its subject. It may not be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any later breach.

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

C. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this Agreement shall be in the state courts in Kent County, Michigan. This subsection shall not be construed as an effort to limit the exclusive jurisdiction of the State Tax Commission and Michigan Tax Tribunal over certain matters.

D. The prevailing party in any action brought pursuant to, arising from, or to enforce any provision of this Agreement shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.

E. Notices shall be made by personal delivery or by FED EX, UPS or some other delivery service that provides notification to the sender of the delivery date and time sent to the address first given above or such other address as is provided by notice to the other party.

This Agreement is signed as of the date first mentioned above.

CITY OF WYOMING

By: _____

Jack Poll, Mayor

By: _____

Kelli VandenBerg, Clerk

Date signed: July 10, 2017

GRAPIDS 57721/1 457151v3

GR 1001, LLC

By: _____

Member

Date signed: 6-27, 2017

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE JACKSON PARK
STORMWATER PUMP STATION REPLACEMENT AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CHANGE ORDER

WHEREAS:

1. On October 7, 2019, City Council adopted Resolution number 26515 awarding the bid for the Jackson Park stormwater pump station replacement to Kamminga & Roodvoets Inc. in the amount of \$438,900.00.
2. As detailed in the attached staff report, it is recommended the City Council accept a change order in the amount of \$5,445.64 needed for the addition of fifty feet of ductile iron force main.
3. Funds are available in the capital improvement fund account number 400-441-45200-972.452.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the change order for the Jackson Park stormwater pump station replacement in the amount of \$5,445.64.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the change order.

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 December 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order

Resolution No. _____

STAFF REPORT

Date: December 7, 2020

Subject: Jackson Park Pump Station Change Order No. 01

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: December 21, 2020

RECOMMENDATION:

It is recommended the City Council accept the Jackson Park Pump Station Change Order No. 01 from Kamminga & Roodvoets, Inc. in the amount of \$5,445.64.

COMMUNITY, SAFETY, STEWARDSHIP:

The storm water pump station in Jackson Park was installed nearly 50 years ago and needed replacement to maintain the quality of the community and the financial sustainability of the street and storm water systems. With Council approval of Resolution #26515 on October 7, 2019, the replacement project was coordinated with park improvements to reduce disruption to users of the park from construction activities.

DISCUSSION:

Replacement of the Jackson Park Pump Station was awarded to Kamminga & Roodvoets Inc. in the amount of \$438,900 and has recently been successfully completed. However, during the construction process, changes to the scope of work were required due to unforeseen conditions or corrective action. The most notable change was the addition of fifty feet of ductile iron force main due to discrepancies in historical records versus the field conditions discovered during excavation. All changes were reviewed by City staff and the engineer firm, Donohue & Associates.

Contingencies were not added to the awarded project cost to cover unforeseen conditions or necessary changes that can occur during a construction project of this nature, however, the dollar amount is minor. It is recommended the City Council accept the Jackson Park Pump Station Change Order No. 01 from Kamminga & Roodvoets, Inc. in the amount of \$5,445.64.

BUDGET IMPACT:

Adequate funds are available in the capital improvement fund account no. 400-441-45200-972.452.

CHANGE ORDER NO. 01

CHANGE ORDER
DATE OF ISSUANCE November 13, 2020

COMMENCEMENT OF
CONTRACT TIME November 8, 2019

OWNER: City of Wyoming

CONTRACTOR: Kamminga & Roodvoets, Inc.

PROJECT: Jackson Park Stormwater Pump Station Replacement

ENGINEER: Donohue & Associates, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

DESCRIPTION:

Final corrective change order to address outstanding Requests for Proposal awarded over the course of the project.

REASON FOR CHANGE ORDER:

Unforeseen conditions and other corrective actions taken by the contractor over the course of the project resulting in a change in contract price.

ATTACHMENTS:

Jackson Park Change Order Summary

CHANGE IN CONTRACT PRICE
Original Contract Price:
\$ 438,900.00
Net increase (decrease) from previous Change Orders:
\$ 0
Net increase (decrease) of this Change Order:
\$ 5,445.64
Revised Contract Price:
\$ 444,345.64

CHANGE IN CONTRACT TIMES
Not applicable.

CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount listed above, there shall be no other dollar or time compensation as a result of this Change Order.

**THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.**

RECOMMENDED:

By: 
ENGINEER (signature)

APPROVED:

By: _____
OWNER (signature)

ACCEPTED:

By: _____
CONTRACTOR (signature)

Date: November 13, 2020

Date: _____

Date: _____

City of Wyoming - Jackson Park PS Replacement

Donohue Project 13483

Change Order Status Summary

11/10/20

Original Contract Price \$438,900

Change Order Number/Name	Agreed to Change in Contract Price	Revised Contract Price	Notes	Status	Category	CO No.
RFP 001 - Temp Electrical Relocation	\$ 850.00	\$ 439,750.00	Relocation of temporary electrical meter due to proximity to the station.	Price accepted, awaiting formal CO	Omission	CO #1
RFP 002 - Force Main Orientation	\$ 7,474.39	\$ 447,224.39	Additional excavation and piping required for the forcemain connection due to discrepancies in the existing plan versus field conditions.	Price accepted, awaiting formal CO	Unforeseen Condition	CO #1
RFP 003 - Seeding Credit	\$ (1,878.75)	\$ 445,345.64	Removal of seeding/lawn work from scope. Work to be completed as part of the Parks Project.	Price accepted, awaiting formal CO	Unforeseen Condition	CO #1
FO 001 - Riprap Removal and Replacement	\$ -	\$ 445,345.64	Removal and replacement of the riprap to allow for full removal of the existing pump station.	Determined to be a no cost item.	Unforeseen Condition	NA
RFP 004 - ALOK Connection Removal	\$ (1,000.00)	\$ 444,345.64	Omit ALOK connection from wetwell due to fabrication error and schedule concerns.	FO issued, final price to be determined.	Unforeseen Condition	CO #1
TOTAL	\$ 5,445.64					

Percentage of Original 1.24%



Donohue & Associates, Inc.
3949 Sparks Drive SE | Grand Rapids, MI 49546
616.201.2810 | donohue-associates.com

June 2, 2020

Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
3435 Broadmoor Ave SE
Grand Rapids, MI 49512

Re: City of Wyoming
Jackson Park Pump Station Replacement
Request for Proposal 001: Temporary Electrical Relocation

Ian:

Please provide a cost proposal to make the following project Modification:

- Relocate 240V temporary service location as shown on drawings to a mutually agreed upon location outside of the anticipated excavation area.

Please provide a detailed cost proposal for this work—including any applicable labor hours, cost of labor, subcontractor costs (also broken down into labor hours, labor cost, material costs), supporting vendor pricing information, and markups.

Please contact me if you have any questions in regard to this request.

Sincerely,

A handwritten signature in black ink that reads 'TJ Bates'.

TJ Bates, PE
616.201.2820

Bates, TJ

From: Ian Martin <martia@kandrinc.com>
Sent: Wednesday, December 18, 2019 4:47 PM
To: Bates, TJ
Cc: Brad Kreider
Subject: RE: Temporary Electrical Panel

TJ,

The cost for trenching in 40' of conduit for the temporary service will be a lump sum of \$850. Please let me know if you have any questions or concerns

Thank you,



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894

From: Bates, TJ [mailto:tjbates@donohue-associates.com]
Sent: Wednesday, December 18, 2019 12:16 PM
To: Ian Martin <martia@kandrinc.com>
Cc: Brad Kreider <kreidbr@kandrinc.com>
Subject: RE: Temporary Electrical Panel

Ian

I've spoken with the client briefly, but we haven't taken any definitive action. When we left the site meeting I thought that Lakeland was going to provide a price for the extra work for consideration in discussion with the City. Did I misunderstand things?

Alternatively I can submit an Request for Proposal that you can respond to, but it's always easier to have a ballpark idea where we are starting from if possible.

TJ Bates, PE, SE (WI, IN, MI, MN, IA, IL SE) | Donohue & Associates, Inc.
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546
D 616.201.2820
C 920.784.7928
tjbates@donohue-associates.com
www.donohue-associates.com

From: Ian Martin <martia@kandrinc.com>
Sent: Wednesday, December 18, 2019 11:19 AM
To: Bates, TJ <tjbates@donohue-associates.com>
Cc: Brad Kreider <kreidbr@kandrinc.com>
Subject: Temporary Electrical Panel

TJ,

Can you provide an update on the change order for the additional trenching and conduit for the new location of the temp electrical service.

Thank you,



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894



Donohue & Associates, Inc.
3949 Sparks Drive SE | Grand Rapids, MI 49546
616.201.2810 | donohue-associates.com

June 2, 2020

Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
3435 Broadmoor Ave SE
Grand Rapids, MI 49512

Re: City of Wyoming
Jackson Park Pump Station Replacement
Request for Proposal 002: Force Main Orientation

Ian:

During excavation around the existing pump station, it was determined that the existing force main leaves the station along a southerly course, not the northeastern path shown on the drawings. As such, adjustments to the new force main are required to tie the new piping in with the existing piping. Please provide a cost proposal to make the following project Modification:

- New piping and fitting required to route the force main to the south and tie into the existing piping.
- Tie in point with the existing piping will be located at an adequate distance from both the new and existing stations to ensure no further complications during excavation.

Please provide a detailed cost proposal for this work—including any applicable labor hours, cost of labor, subcontractor costs (also broken down into labor hours, labor cost, material costs), supporting vendor pricing information, and markups.

Please contact me if you have any questions in regard to this request.

Sincerely,

A handwritten signature in black ink that reads 'TJ Bates'.

TJ Bates, PE
616.201.2820

Bates, TJ

From: Ian Martin <martia@kandrinc.com>
Sent: Monday, January 27, 2020 3:59 PM
To: Bates, TJ
Cc: Brad Kreider; Tim Bergstrom
Subject: RE: Jackson Park PS- Force main orientation

Thank you TJ!



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894

From: Bates, TJ [mailto:tjbates@donohue-associates.com]
Sent: Monday, January 27, 2020 3:05 PM
To: Ian Martin <martia@kandrinc.com>
Cc: Brad Kreider <kreidbr@kandrinc.com>; Tim Bergstrom <bergsti@kandrinc.com>
Subject: RE: Jackson Park PS- Force main orientation

Ian

The client has confirmed that everything below is acceptable. Please proceed with this change.

I will submit a formal RFP in the future to fully document this change and the associated costs.

TJ Bates, PE, SE (WI, IN, MI, MN, IA, IL SE) | Donohue & Associates, Inc.
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546
D 616.201.2820
C 920.784.7928
tjbates@donohue-associates.com
www.donohue-associates.com

From: Ian Martin <martia@kandrinc.com>
Sent: Thursday, January 23, 2020 8:48 AM
To: Bates, TJ <tjbates@donohue-associates.com>
Cc: Brad Kreider <kreidbr@kandrinc.com>; Tim Bergstrom <bergsti@kandrinc.com>
Subject: Jackson Park PS- Force main orientation

Good Morning TJ,

Following up on our conversation, see the attached for our plan for the new force main and below for the cost.

- Total Lump Sum cost for this plan is:
 - o \$7,474.39
 - Please Note
 - Pricing includes
 - o Additional piping

- 8" 45 deg bend
- Assumed is FLOK restraint
 - If this will not be accepted, a revised price with restraint joint pipe will be submitted
- This cost does not assume additional dewatering.
- This is a straight grade from 660 or 659 to 657.64(field verified)
- The WYE location is set back far enough south to ensure enough room for excavation when removing the existing structures.

Please let me know if you have any questions or concerns. I will be looking to order this material soon, so a timely response on acceptance would be very much appreciated. Assuming consumers comes through for us on Monday Jan 27, we intend to land on-site on February 3rd to start dewatering. I will be sending you an email with staking requests once we get approval to move forward.

Thank you,



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894



Donohue & Associates, Inc.
3949 Sparks Drive SE | Grand Rapids, MI 49546
616.201.2810 | donohue-associates.com

August 11, 2020

Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
3435 Broadmoor Ave SE
Grand Rapids, MI 49512

Re: City of Wyoming
Jackson Park Pump Station Replacement
Request for Proposal 003: Remove Seeding Work

Ian:

During a recent project coordination meeting with the adjacent Jackson Park Improvements Project, it was noted that both projects include scope to reseed the areas around the new pump station. In an effort to streamline the seeding work, we have elected to leave seeding work in the Jackson Park Improvements Project scope and remove it from the Jackson Park Pump Station Replacement Project scope. Please provide a cost proposal to make the following project Modification:

- Remove work associated with Section 02920 – Lawn of the project specifications.
- Contractor shall grade site with top soil to +/- 1" of final grade.
- Turn site over to Jackson Park Improvements Project contractor for final preparations and seeding.

Please provide a detailed cost proposal for this work—including any applicable labor hours, cost of labor, subcontractor costs (also broken down into labor hours, labor cost, material costs), supporting vendor pricing information, and markups.

Please contact me if you have any questions in regard to this request.

Sincerely,

A handwritten signature in black ink that reads 'TJ Bates'.

TJ Bates, PE
616.201.2820

Bates, TJ

From: Ian Martin <martia@kandrinc.com>
Sent: Thursday, August 27, 2020 11:07 AM
To: Bates, TJ
Cc: Brad Kreider; Tim Bergstrom
Subject: Jackson Park PS: RFP-003 Pricing and Existing lift station demo/abandonment pricing

Good Morning TJ,

With respect to RFP003 – K&R can offer a credit of \$1,878.75 for all seeding and mulch blanket on the site. We would place and grade topsoil to within 1" of final grade for the other contractor to complete final preparations and seeding after our work is complete.

With respect to the riprap, as we do not have any measurements or quantities of what is in place, our cost to remove the riprap and then replace it utilizing the same material (new fabric as needed) would be \$62/syd.

If we were to abandon the wet well and can station rather than removing them, we could offer a credit of \$1,625.00. Abandonment would include removal and disposal of the structures to 4' below grade, puncturing a hole in the bottom, and backfilling with sandy material.

Thank you,



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894



Donohue & Associates, Inc.
3949 Sparks Drive SE | Grand Rapids, MI 49546
616.201.2810 | donohue-associates.com

September 1, 2020

Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
3435 Broadmoor Ave SE
Grand Rapids, MI 49512

Re: City of Wyoming
Jackson Park Pump Station Replacement
Request for Proposal 004: Remove ALOK Connection

Ian:

At the time the wetwell was delivered to the project site, it was noted that the wetwell did not include the specified ALOK connection for the 48" pipe. Due to the critical nature of the schedule at that time, it was determined that the requirement for the ALOK connection would be waived and a mud-in-place connection would be utilized instead. Please provide a credit proposal for this change in scope.

Please contact me if you have any questions in regard to this request.

Sincerely,

A handwritten signature in black ink that reads 'TJ Bates'.

TJ Bates, PE
616.201.2820

Bates, TJ

From: Ian Martin <martia@kandrinc.com>
Sent: Wednesday, February 5, 2020 7:12 AM
To: Bates, TJ
Cc: Chad Heyboer; Jake Klapmust; Brad Kreider
Subject: RE: Wet Well- 48" ALOK connection

I apologize for the multiple emails this morning, but we would be offering a \$1000 material credit for the ALOK connection that was quoted by Grand Valley. Please let us know as soon as you can.



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894

From: Ian Martin
Sent: Wednesday, February 05, 2020 7:07 AM
To: Bates, TJ <tjbates@donohue-associates.com>
Cc: Chad Heyboer <heyboch@kandrinc.com>; Jake Klapmust <klapmustja@kandrinc.com>; Brad Kreider <kreidbr@kandrinc.com>
Subject: RE: Wet Well- 48" ALOK connection

I misspoke on the lead time for the water stop ring, they just informed me 2-3 days to make, 1-2 days to ship and that is on the conservative side.



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894

From: Ian Martin
Sent: Wednesday, February 05, 2020 6:55 AM
To: Bates, TJ <tjbates@donohue-associates.com>
Cc: Chad Heyboer <heyboch@kandrinc.com>; Jake Klapmust <klapmustja@kandrinc.com>; Brad Kreider <kreidbr@kandrinc.com>
Subject: RE: Wet Well- 48" ALOK connection

Good Morning TJ,

I inquired with Grand Valley about getting the waterstop ring and they said it's at least 2 days before they can get one from their supplier. If I am understanding correctly, our dewatering is really bogging down the lift station that it is being sent to, so the city wants this wrapped up sooner than later. With that being said, if we are allowed to mud in the pipe, then that will allow us to pull our dewatering this afternoon after we are done setting the pipe and structure and back fill the excavation. Please let us know how you would like us to proceed. If you have any questions, please do not hesitate to call.

Thank you,



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894

From: Bates, TJ [<mailto:tjbates@donohue-associates.com>]
Sent: Tuesday, February 04, 2020 10:33 PM
To: Ian Martin <martiia@kandrinc.com>
Cc: Chad Heyboer <heyboch@kandrinc.com>; Jake Klapmust <klapmustja@kandrinc.com>; Brad Kreider <kreidbr@kandrinc.com>
Subject: RE: Wet Well- 48" ALOK connection

Ian

Our initial leaning to go with the waterstop ring. Please hold off on implementing this until after we meet with the City tomorrow.

TJ Bates, PE, SE (WI, IN, MI, MN, IA, IL SE) | Donohue & Associates, Inc.
3949 Sparks Drive SE, Suite 105
Grand Rapids, MI 49546
D 616.201.2820
C 920.784.7928
tjbates@donohue-associates.com
www.donohue-associates.com

From: Ian Martin <martiia@kandrinc.com>
Sent: Tuesday, February 4, 2020 3:59 PM
To: Bates, TJ <tjbates@donohue-associates.com>
Cc: Chad Heyboer <heyboch@kandrinc.com>; Jake Klapmust <klapmustja@kandrinc.com>; Brad Kreider <kreidbr@kandrinc.com>
Subject: Wet Well- 48" ALOK connection

Good Afternoon TJ,

Following up on our conversation, the wet well was delivered today and didn't have an ALOK connection for the 48" pipe. We are looking to get this special provision waived and allow one of two alternate options.

- Option1:
 - o Mud in Place connection
 - This will be the same connection as we are making in the existing structure at the far west of the run. This was approved in Addendum 2 forgoing an ALOK connection as well.
 - o Waterstop Ring
 - This connection is basically a boot that goes on the outside of the pipe and would be clamped down. Then we would pour concrete around making it water tight and provides an extra seal.

Thank you,



Ian Martin, Project Manager
Kamminga and Roodvoets Inc.
Office: (616) 949-0800 ext 112
Cell: (616) 293-5260
Fax: (616) 949-1894

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR TREE TRIMMING AND REMOVAL TO CHOP

WHEREAS:

1. On January 16, 2017, the City Council awarded a three-year bid for tree trimming and removal to CHOP, as referenced with Resolution Number 25669.
2. CHOP has agreed to extend their bid pricing for the 2021 calendar year. The rates shall remain unchanged from the third year of the original 3-year contract, (2019) bid pricing as shown in the attached bid tabulations.
3. Sufficient funds have been budgeted in the Solid Waste Fund Account: 230-441-44300-956.000, the Sewer Fund Repairs and Maintenance Account: 590-590-54300-930.000, the Water Fund Repairs and Maintenance Account: 591-591-55300-930.000 and the Parks Fund Repairs and Maintenance Account: 208-752-75600-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extend the tree trimming and removal bid to CHOP for the 2021 calendar year.

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 December 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

STAFF REPORT

Date: December 7, 2020
Subject: Bid Extension – Tree Trimming and Removal
From: Jodie Theis, Public Services Supervisor
Meeting Date: December 21, 2020

RECOMMENDATION:

It is recommended the City Council extend the Tree Trimming and Removal bid to CHOP for the 2021 calendar year at the unit prices as indicated on the attached bid tabulation.

COMMUNITY, SAFETY, STEWARDSHIP:

Trimming and/or removing trees on City property provides a safe and aesthetic environment for all, reduces the amount of dead, dying, damaged and diseased trees and decreases the risk of tree damage liabilities.

DISCUSSION:

On January 16, 2017, the City Council awarded a three-year bid for tree trimming and removal to CHOP, as referenced with Resolution Number 25669. CHOP has agreed to extend their bid pricing for the 2021 calendar year. The rates shall remain unchanged from the third year of the original 3-year contract, (2019) bid pricing as shown in the attached bid tabulations.

It is anticipated that the City will spend approximately \$110,000 on tree trimming and removal for the 2021 calendar year.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Solid Waste Fund Account: 230-441-44300-956.000, the Sewer Fund Repairs and Maintenance Account: 590-590-54300-930.000, the Water Fund Repairs and Maintenance Account: 591-591-55300-930.000 and the Parks Fund Repairs and Maintenance Account: 208-752-75600-930.000.

ATTACHMENTS:

Contract Extension Letter, CHOP, December 2, 2020
Bid Tabulations, January 3, 2017



December 2, 2020

City of Wyoming
Joe Wahlfield
1155 28th St
Wyoming, MI 49509

Dear Joe,

We appreciate the opportunity to work with you and the City of Wyoming in regards to your tree removal and pruning needs. If you're agreeable, we would be honored to extend the 2017-2019 contract for one more year at the current contract pricing through December 31, 2021.

<u>Size</u>	<u>Cost Prune/Emergency</u>	<u>Cost Remove/Emergency</u>	<u>Cost Stump</u>
< 6"	\$21/\$63	\$69/\$120	\$32
6-12"	\$37/\$87	\$126/\$222	\$37
12-18"	\$63/\$103	\$195/\$344	\$62
18-24"	\$94/\$181	\$338/\$594	\$72
24-30"	\$126/\$305	\$550/\$966	\$111
30-36"	\$158/\$371	\$674/\$1,181	\$138
> 36"	\$190/\$373	\$1,275/\$2,120	\$185

If you have any questions or concerns, I can be reached at (616)293-3696 or beuwema@we-chop.com

Sincerely,

Ben Euwema

Ben Euwema
Certified Arborist

BE/jlg

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON TREE TRIMMING AND REMOVAL

Opened By: City Clerk On January 3, 2017 At: 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm for orders placed within one year from date of award of bid.

prune and dispose of branches

PAY ITEM Unit	2017						2018						2019					
	SCHEDULED WORK (unit cost)			EMERGENCY WORK (Unit Cost)			SCHEDULED WORK (unit cost)			EMERGENCY WORK (Unit Cost)			SCHEDULED WORK (unit cost)			EMERGENCY WORK (Unit Cost)		
	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC
<6"	\$ 19.50	\$ 30.00	\$ 40.00	\$ 60.00	\$ 150.00	\$ 60.00	\$ 20.00	\$ 32.00	\$ 42.00	\$ 62.00	\$ 150.00	\$ 62.00	\$ 21.00	\$ 33.00	\$ 44.00	\$ 63.00	\$ 150.00	\$ 64.00
6"-12"	\$ 35.00	\$ 50.00	\$ 60.00	\$ 85.00	\$ 150.00	\$ 80.00	\$ 36.00	\$ 54.00	\$ 62.00	\$ 82.50	\$ 150.00	\$ 82.50	\$ 37.00	\$ 55.00	\$ 64.00	\$ 87.00	\$ 150.00	\$ 85.00
12"-18"	\$ 60.00	\$ 136.00	\$ 80.00	\$ 100.00	\$ 400.00	\$ 120.00	\$ 62.00	\$ 140.00	\$ 82.50	\$ 103.00	\$ 400.00	\$ 124.00	\$ 63.00	\$ 141.00	\$ 85.00	\$ 103.00	\$ 400.00	\$ 128.00
18"-24"	\$ 90.00	\$ 152.00	\$ 120.00	\$ 175.00	\$ 400.00	\$ 200.00	\$ 93.00	\$ 160.00	\$ 124.00	\$ 180.00	\$ 400.00	\$ 206.00	\$ 94.00	\$ 162.00	\$ 128.00	\$ 181.00	\$ 400.00	\$ 210.00
24"-30"	\$ 121.00	\$ 188.00	\$ 200.00	\$ 295.00	\$ 400.00	\$ 300.00	\$ 125.00	\$ 178.00	\$ 206.00	\$ 304.00	\$ 400.00	\$ 308.00	\$ 126.00	\$ 179.00	\$ 212.00	\$ 305.00	\$ 400.00	\$ 318.00
30"-36"	\$ 154.00	\$ 340.00	\$ 350.00	\$ 360.00	\$ 640.00	\$ 450.00	\$ 158.00	\$ 350.00	\$ 360.50	\$ 370.00	\$ 640.00	\$ 463.50	\$ 158.00	\$ 350.00	\$ 370.00	\$ 371.00	\$ 640.00	\$ 475.00
>36"	\$ 184.00	\$ 445.00	\$ 450.00	\$ 360.00	\$ 800.00	\$ 600.00	\$ 189.00	\$ 450.00	\$ 475.00	\$ 372.00	\$ 800.00	\$ 618.00	\$ 190.00	\$ 450.00	\$ 490.00	\$ 373.00	\$ 800.00	\$ 635.00

tree removal, including stump removal

PAY ITEM Unit	2017						2018						2019					
	SCHEDULED WORK (unit cost)			EMERGENCY WORK (Unit Cost)			SCHEDULED WORK (unit cost)			EMERGENCY WORK (Unit Cost)			SCHEDULED WORK (unit cost)			EMERGENCY WORK (Unit Cost)		
	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC
<6"	\$ 65.00	\$ 90.00	\$ 150.00	\$ 114.00	\$ 400.00	\$ 200.00	\$ 67.00	\$ 95.00	\$ 154.00	\$ 117.00	\$ 400.00	\$ 206.00	\$ 69.00	\$ 100.00	\$ 160.00	\$ 120.00	\$ 400.00	\$ 212.00
6"-12"	\$ 120.00	\$ 150.00	\$ 200.00	\$ 210.00	\$ 400.00	\$ 250.00	\$ 123.00	\$ 155.00	\$ 206.00	\$ 216.00	\$ 400.00	\$ 257.00	\$ 126.00	\$ 160.00	\$ 212.00	\$ 222.00	\$ 400.00	\$ 265.00
12"-18"	\$ 185.00	\$ 200.00	\$ 325.00	\$ 324.00	\$ 400.00	\$ 400.00	\$ 190.00	\$ 205.00	\$ 335.00	\$ 334.00	\$ 400.00	\$ 412.00	\$ 195.00	\$ 210.00	\$ 344.00	\$ 344.00	\$ 400.00	\$ 424.00
18"-24"	\$ 320.00	\$ 400.00	\$ 450.00	\$ 560.00	\$ 800.00	\$ 550.00	\$ 329.00	\$ 405.00	\$ 463.00	\$ 577.00	\$ 800.00	\$ 566.00	\$ 338.00	\$ 410.00	\$ 477.00	\$ 594.00	\$ 800.00	\$ 584.00
24"-30"	\$ 520.00	\$ 600.00	\$ 700.00	\$ 910.00	\$ 1,200.00	\$ 900.00	\$ 536.00	\$ 610.00	\$ 721.00	\$ 938.00	\$ 1,250.00	\$ 927.00	\$ 550.00	\$ 620.00	\$ 742.00	\$ 966.00	\$ 1,250.00	\$ 954.00
30"-36"	\$ 635.00	\$ 800.00	\$ 950.00	\$ 1,112.00	\$ 1,600.00	\$ 1,200.00	\$ 654.00	\$ 810.00	\$ 978.00	\$ 1,146.00	\$ 1,650.00	\$ 1,236.00	\$ 674.00	\$ 820.00	\$ 1,007.00	\$ 1,181.00	\$ 1,650.00	\$ 1,274.00
>36"	\$ 1,200.00	\$ 1,500.00	\$ 1,200.00	\$ 1,995.00	\$ 3,000.00	\$ 1,500.00	\$ 1,237.00	\$ 1,510.00	\$ 1,236.00	\$ 2,056.00	\$ 3,100.00	\$ 1,545.00	\$ 1,275.00	\$ 1,520.00	\$ 1,274.00	\$ 2,120.00	\$ 3,100.00	\$ 1,591.00

stump grinding only

PAY ITEM Unit	2017						2018						2019					
	SCHEDULED WORK (unit cost)			EMERGENCY WORK (unit cost)			SCHEDULED WORK (unit cost)			EMERGENCY WORK (unit cost)			SCHEDULED WORK (unit cost)			EMERGENCY WORK (unit cost)		
	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC	CHOP	SUMMIT TREE SERVICE	TREEWORKS, INC
<6"	\$ 30.00	\$ 60.00	\$ 25.00	\$ 31.00	\$ 62.00	\$ 26.00	\$ 32.00	\$ 64.00	\$ 27.00	\$ 31.00	\$ 62.00	\$ 26.00	\$ 32.00	\$ 64.00	\$ 27.00	\$ 31.00	\$ 62.00	\$ 27.00
6"-12"	\$ 35.00	\$ 90.00	\$ 50.00	\$ 36.00	\$ 93.00	\$ 51.50	\$ 37.00	\$ 96.00	\$ 53.00	\$ 36.00	\$ 93.00	\$ 51.50	\$ 37.00	\$ 96.00	\$ 53.00	\$ 36.00	\$ 93.00	\$ 53.00
12"-18"	\$ 60.00	\$ 100.00	\$ 70.00	\$ 61.00	\$ 104.00	\$ 72.00	\$ 62.00	\$ 108.00	\$ 74.00	\$ 61.00	\$ 104.00	\$ 72.00	\$ 62.00	\$ 108.00	\$ 74.00	\$ 61.00	\$ 104.00	\$ 74.00
18"-24"	\$ 70.00	\$ 120.00	\$ 95.00	\$ 71.00	\$ 125.00	\$ 98.00	\$ 72.00	\$ 130.00	\$ 100.00	\$ 71.00	\$ 125.00	\$ 98.00	\$ 72.00	\$ 130.00	\$ 100.00	\$ 71.00	\$ 125.00	\$ 100.00
24"-30"	\$ 105.00	\$ 150.00	\$ 150.00	\$ 108.00	\$ 156.00	\$ 154.00	\$ 111.00	\$ 162.00	\$ 158.00	\$ 108.00	\$ 156.00	\$ 154.00	\$ 111.00	\$ 162.00	\$ 158.00	\$ 108.00	\$ 156.00	\$ 158.00
30"-36"	\$ 130.00	\$ 200.00	\$ 225.00	\$ 134.00	\$ 207.00	\$ 231.00	\$ 138.00	\$ 214.00	\$ 238.00	\$ 134.00	\$ 207.00	\$ 231.00	\$ 138.00	\$ 214.00	\$ 238.00	\$ 134.00	\$ 207.00	\$ 238.00
>36"	\$ 175.00	\$ 250.00	\$ 300.00	\$ 180.00	\$ 258.00	\$ 309.00	\$ 185.00	\$ 266.00	\$ 318.00	\$ 180.00	\$ 258.00	\$ 309.00	\$ 185.00	\$ 266.00	\$ 318.00	\$ 180.00	\$ 258.00	\$ 318.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FROM LANGUAGE LINE SERVICES, INC.
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, Language Line Services, Inc. has provided the City with an agreement to provide interpretation and translation services.
2. It is recommended the City Council approve the agreement.
3. Funds are budgeted in various departmental accounts with the appropriate account being charged at the time of service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement from Language Line Services, Inc.
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 December 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Agreement

Statements of Work (2)

Resolution No. _____

STAFF REPORT

Date: December 15, 2020
Subject: Language Line Services, Inc. - Interpretation and Translation Services
From: Kristen Bosker, Human Resources Specialist
Meeting Date: December 21, 2020

RECOMMENDATION:

It is recommended that the City Council approve an agreement from Language Line Services, Inc. to update our current services to a new rate structure, as shown in the attached master agreement and statements of work.

COMMUNITY, SAFETY, STEWARDSHIP:

Language Line Services, Inc. provide interpretation and translation services to limited-English proficient (LEP) persons. City personnel use Language Line Services, Inc. to assist LEP persons, ensuring all community members are understood and valued, are treated respectfully, courteously, and with dignity, and have equal opportunities. Language Line Services, Inc. offers certified professionals who are able to interpret and translate in more than 240 languages, 24 hours a day, seven days a week, 365 days a year. Each time interpretation and translation services are used, the City demonstrates the mission of Community, Safety, Stewardship, ensuring that the citizens have equal access to programs, services, and activities.

DISCUSSION:

The City of Wyoming is a diverse community, and clear understanding is vital to the well-being and satisfaction of those we serve. By offering language assistance wherever, and whenever needed, we will bridge language gaps, improve communication with citizens, and comply with laws and regulations and impact federal funding.

As a part of our policy commitment, and as required by law, the City has contracted with Language Line Services, Inc. for interpretation and translation services. Currently, the City has three legacy accounts with Language Line Services, Inc. and are incurring monthly service fees per account, on top of higher rates for on-demand interpretation services. Current rates are dependent on the language tier and time of day illustrated in the chart below.

City Hall	\$2.45/minute - \$4.85/minute
Public Safety	\$2.45/minute - \$4.85/minute
62A District Court	\$2.90/minute – \$3.35/minute
New Rate – All Departments	\$1.05/minute

Moving the City’s legacy accounts to the government rate structure requires us to update our contract and services of work. Additionally, updating the accounts will result in waived monthly service fees we are currently paying, along with other service fees. Furthermore, the rate per minute will decrease to a flat rate of \$1.05 per minute, regardless of language tier and time of day.

BUDGET IMPACT:

Last year the City of Wyoming paid approximately \$3,351.00 for interpretation and translation services. In the event future cost exceeds \$8,500.00 due to the City's requirements under federal grants, this service contract is presented to you for approval. Budgeted funds for interpretation and translation services are in various departmental accounts, with the appropriate account being charged at the time of service.

Attachments:

Master Agreement

Statements of Work (2)

Master Service Agreement

Master Service Agreement with

Enter correct full legal name of Customer: City of Wyoming, Michigan

Language Line Services, Inc. (the “Company”) and you, the Customer (“Customer” or “you”) (together, the “Parties” and each a “Party”), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by Company (the “Services”). Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. This Agreement and each of the Services you choose to receive from the Company will become effective upon the signing by you of this Agreement and the relevant Statement(s) of Work and will continue in effect until terminated under Section 12 (“Termination”). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer’s billing address shown in **Schedule A** hereto, or to such other address as Customer may specify by giving written notice to Company to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on **Schedule A** and must enter into a separate Master Service Agreement with the Company. If Customer wants the Company to identify any such excluded affiliate(s) by a specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number (“CID”) for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other’s Confidential Information to any third party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term “**Confidential Information**” means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the “GDPR”), (c) the terms and conditions of this Agreement, (d) Company pricing for its Services, (e) information or data identified by a Party to the other as being “confidential,” and (f) and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
- 5. COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company’s linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are in and outside of the United States (collectively, “Company Personnel”). All Company Personnel are subject to the Company’s stringent quality control standards and certification criteria and Company is solely responsible for ensuring that that the terms and conditions of this Agreement are met. Customer hereby consents to the use of all Company Personnel by the Company.
- 6. RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place

Master Service Agreement

the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.

- 7. LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 8. INDEMNIFICATION.** Company will hold harmless and indemnify Customer and Customer's officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of Company asserted against Customer, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of Company resulting in damages to Customer. Customer will hold harmless and indemnify Company and Company's officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of Customer asserted against Company, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of Customer resulting in damages to Company. Company will not be liable for intellectual property infringement arising merely from the Company's interpretation or translation of Customer communications or documents, respectively. The Company maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
- 9. ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
- 10. ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Statements of Work, shall remain unaffected unless the Parties otherwise agree in a written amendment to this Agreement.
- 11. TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
- 12. ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services


Master Service Agreement

are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by Michigan law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to customercare@languageline.com with a copy to contractadministrationteam@languageline.com, and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 13. ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 14. AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

[Signed on next page.]

Master Service Agreement

Enter Customer Full Legal Name	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
City of Wyoming	Signature:
By: _____ Jack A. Poll, Mayor	Bonaventura A. Cavaliere
By: _____ Kelli A. Vandenberg, City Clerk	
Approved as to form: 	CFO
_____ Scott G. Smith, City Attorney	

Master Service Agreement

Schedule A

Enter correct full legal name of Customer:

CUSTOMER CONTACT INFORMATION

Operations Contact	Billing Contact ✖ Same as Operations Contact
Name: Kristen Bosker	Name:
Title: Human Resources Specialist	Title:
Telephone: (616)530-7240	Telephone:
Fax:	Fax:
E-mail: boskerk@wyomingmi.gov	E-mail:
Address: 1155 28 th St SW, PO Box 905	Address:
City, State, Zip: Wyoming, MI 49509-0905	City, State, Zip:

Tax Exempt Status

No

Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

Excluded Affiliates - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates in a separate page(s) and attach to this document.

1ST AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

2ND AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

3RD AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

LanguageLine® PhoneSM and InSight® Video Interpreting

Enter correct full legal name of Customer:	Customer number if applicable:
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This Statement of Work is subject to the Master Service Agreement between you, the Customer (“Customer” or “you”) and Language Line Services, Inc. (“LanguageLine”). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be made on next full monthly billing cycle.

The following apply to **both** LanguageLine® PhoneSM Interpreting and LanguageLine InSight® Video Interpreting (InSight®):

1. **PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. . \$1.75
3. **FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
4. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
 - Report setup (per hour) WAIVED
 - Report maintenance (monthly)..... WAIVED
5. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
 - Customized reference and support materials development (per hour) WAIVED
 - Training/awareness assistance (on site per day/per trainer)..... WAIVED

LanguageLine® PhoneSM Interpreting

The following fees apply solely to LanguageLine® PhoneSM Interpreting.

1. **ENROLLMENT AND SETUP PACKAGES**
 - One time setup charge per Customer WAIVED
 - Fee for each subsequent Client Identification Number with corresponding statement..... WAIVED
2. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number WAIVED
3. **PLATFORM ACCESS CHARGE.** Platform access per call WAIVED
4. **LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) . WAIVED
5. **FCC SURCHARGE AND FEES.** Fees that LanguageLine has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
6. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
 - Applied per appointment..... \$100.00
 - Cancellation per appointment will be charge \$200 for any missed appointment \$200.00

Per Minute Usage Fees for LanguageLine Phone Interpreting and InSight® Audio Interpreting

Tiers	Languages	Per Minute Charge
1	Spanish	\$1.05
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, and Vietnamese	\$1.05
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, and Portuguese	\$1.05
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$1.05

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LanguageLine® PhoneSM and InSight® Video Interpreting

InSight® Video Interpreting

The following fees apply solely to LanguageLine InSight® Video Interpreting.

Per Minute Usage Fees for LanguageLine InSight® Video Interpreting

Tiers	Languages	Per Minute Charge
1	American Sign Language	\$2.95
2	Spanish	\$1.85
3	All other languages	\$1.95

1. ACTIVATION. Please check the appropriate box below to indicate your choice for monthly service fees or a one-time activation fee.

- Monthly Service Fees (applied monthly per Client Identification Number based on the total number of activated devices):
 - Up to 10 Activated Devices \$30.00/month WAIVED
 - Up to 100 Activated Devices \$75.00/month WAIVED
 - 101+ Activated Devices \$200.00/month WAIVED

OR

- One-time Activation Fee for Unlimited Device Activations (applied per Customer) ~~\$2,500.00/one-time fee~~ WAIVED

2. EQUIPMENT. Equipment Purchase (Customer-Owned) and Lease (LanguageLine-Owned) options are available for the equipment identified below for use with the InSight® service (collectively, the “Equipment”). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

- Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.
- Customer-Owned: Purchased by the Customer from LanguageLine.
- LanguageLine-Owned: Leased by the Customer from LanguageLine.

3. EQUIPMENT LEASE FEES. A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine:

- iPad and Interpreter on Wheels® Stand..... \$75.00/month
- iPad and Table Top Stand..... \$45.00/month

OR

EQUIPMENT PURCHASES. The following Equipment is available for purchase from LanguageLine. Standard rates at the time of purchase will apply. Upon depletion of current equipment models and release of new equipment models, updated pricing (if applicable) will automatically apply. Details will be available from your Account Executive.

- 32GB 6th Generation iPad (9.7-inch, Wi-Fi Only) with Screen Protector (Models: MR7G2LL/A or MRJN2LL/A) .. \$425.00
- 64GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (Model: MTEM2LL/A) \$1,250.00
- 9.7-inch Screen Protector (Model: SP-AGF-APL-IDP9-2) \$15.00
- 12.9-inch Screen Protector (Model: ID70WS-F00) \$40.00
- Interpreter on Wheels® Stand with LanguageLine TrueSound™ (Models: 185-00899 or 185-00957)..... \$995.00
- Table Top Stand w/ Enclosure (Models: 303W75/185-00671, 303W299PSENW-KIT, or 303W290SENW-KIT) \$225.00
- Table Top Stand without Enclosure (Models: 303W or 303W75) \$100.00
- TrueSound™ Audio Amplification Enclosure (Models: 185-00597, 185-00670, or 185-00671) \$195.00
- 12.9-inch iPad Enclosure (Model: 290SENW-KIT or 299PSENW-KIT) \$125.00

Additional Terms and Conditions for InSight® Video Interpreting

1. TERMS REGARDING SOFTWARE APPLICATION. The InSight® video interpretation Services (the “Services”) are provided by LanguageLine through a proprietary desktop and/or tablet application owned by LanguageLine (the “App”). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Section 8 below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Section 9 below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer

LanguageLine® PhoneSM and InSight® Video Interpreting

it or make any changes to it; and (b) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.

2. **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound™, NotePad™, InSight®, and Interpreter on Wheels® trademarks (collectively, the “Trademarks”), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer’s use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the “LanguageLine Properties”). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine’s rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
3. **ENCRYPTION.** LanguageLine acknowledges that encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement (“BAA”) with respect to the Services. LanguageLine does not record the video call and therefore has no record of the call content. With respect to the App’s electronic NotePad™ function, written information relayed during the call is also encrypted. As with the live video, no recording is made of information written on the NotePad™ and therefore this information cannot be retrieved after the call’s completion.
4. **TRANSMISSION RELEASE.** Customer acknowledges that the use of the Services requires that the user’s voice, likeness and/or image as well as the user’s personally identifiable information is or will be transmitted over the Internet. Customer hereby authorizes LanguageLine to transmit each user’s voice, likeness, image and/or personally identifiable information over the Internet solely for the purpose of the Services, and Customer agrees to obtain such privacy consents, releases and approvals as may be required to obtain authorization from each user to transmit all of the foregoing for purposes of the Services. Customer shall indemnify and hold harmless LanguageLine and its affiliates and their respective employees from all costs, fees, expenses, and damages of any nature whatsoever related to any claims relating to the unauthorized use by Customer of the image, likeness, voice and/or personally identifiable information of any Customer employee, agent, contractor, patient, customer, client or other user of the Services under Customer’s control. This Paragraph shall survive the expiration of this Agreement.
5. **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
6. **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
7. **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
8. **PURCHASED EQUIPMENT ADDITIONAL TERMS:** Customer agrees that (a) the TrueSound® patented technology will not be used with any non-LanguageLine equipment, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and applications).
9. **LEASED EQUIPMENT ADDITIONAL TERMS:** LanguageLine agrees to supply the iPads, Interpreter on Wheels® stands and any other Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly lease fee. The parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured and/or altered for any other purpose without express prior written consent from LanguageLine, including using the Equipment or the Services with any equipment, app, software or services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine’s MDM (Mobile Device Management) system. Customer agrees that Equipment will be kept only at the

LanguageLine® PhoneSM and InSight® Video Interpreting

Customer address(es) listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours’ notice to Customer, LanguageLine, during a Customer’s regular business hours, may enter the Customer’s premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, all without written approval from LanguageLine, or (ii) Equipment has been used by a person or entity other than the Customer or other permitted users. LanguageLine disclaims any and all other warranties, including all implied and express warranties of every kind and nature. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment and acknowledges that LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder. Customer waives any and all legal claims for damages in connection with the Equipment.

Please confirm your tax exempt status by checking one of the boxes below, and providing the necessary supporting documentation.

Tax Exempt Status	
<input type="checkbox"/> No	<input type="checkbox"/> Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

The person signing this Agreement certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name:	Bonaventura A. Cavaliere
Title:	CFO

Statement of Work

LanguageLine® OnsiteSM Interpreting

	Customer number if applicable: _____
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This Statement of Work is subject to the Master Service Agreement between you, the Customer (“Customer” or “you”) and Language Line Services, Inc. (“Company”). This document is the sole document that reflects pricing for these services, and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

Location(s) where OSI services will be provided: <u>Virtual OnSite ONLY</u>
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HOURLY RATES AND CHARGES

OnSite Interpreting	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$60.00	\$80.00	\$70.00
Non-Standard Hourly Rate	\$90.00	\$120.00	\$105.00
Emergency/Holiday Hourly Rate	\$120.00	\$160.00	\$140.00

1. **STANDARD HOURLY RATE.** 8:00 a.m. - 5:00 p.m. local time Monday through Friday with more than one full business days’ notice.
2. **NON-STANDARD HOURLY RATE.** Before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or assignments with less than one full business days’ notice.
3. **EMERGENCY/HOLIDAY RATE.** Assignments with less than one hour’s notice or assignments on federally recognized holidays. Emergency service not available in all areas.
4. **CANCELLATION.** Assignments canceled with less than one full business days’ notice will be charged at the applicable rate for the greater of the Minimum Appointment Time or reserved time for the assignment.
5. **MINIMUM APPOINTMENT TIME.** Two Hours. Time beyond Minimum Appointment Time will be billed in 15 minute increments.
6. **BILLING.** Billing will be for the greater of time reserved or actual time, subject to the minimum.
7. **MILEAGE REIMBURSEMENT.** Mileage reimbursement charged at prevailing IRS rate, currently \$0.575 per mile. If the one way travel exceeds 60 miles, travel time may be charged at the applicable hourly rate. **(NOT relevant for Virtual OnSite)**

The person signing this agreement certifies that such person has read, and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name:	Bonaventura A. Cavaliere
Title:	CFO

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM BURNIPS EQUIPMENT COMPANY
FOR THE PURCHASE OF A FRONT END LOADER/TRACTOR
AND TO AUTHORIZE TRADE-IN OF AN EXISTING FRONT END LOADER/TRACTOR

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote using the Sourcewell cooperative purchasing contract from Burnips Equipment Company for the purchase of a front end loader/tractor in the total estimated amount of \$28,135.96, including trade-in of an existing front end loader/tractor.
2. Funds for the purchase will require the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a front end loader/tractor.
2. The City Council does hereby authorize trade-in of an existing front end loader/tractor.
3. The City Council does hereby approve the attached budget amendment.
4. 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 December 21, 2020.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: December 8, 2020
Subject: Parks Department Replacement Loader
From: Ted Seil, Fleet Supervisor
Meeting Date: December 21, 2020

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of a replacement loader for the Parks Department to Burnips Equipment Company using Sourcewell Purchasing Agreement number 110719-CNH, in the amount of \$28,135.96.

COMMUNITY, SAFETY, STEWARDSHIP:

The replacement of equipment will allow the City to continue to provide high quality service to all residents of the community. The replacement equipment meets the latest environmental Tier 4 requirements and emission standards reducing the impact of emissions on the environment and decreasing fuel consumption. Utilizing cooperative purchasing agreements saves staff time and expense.

DISCUSSION:

On October 20, 2020, Parks loader 711-000 was towed into Fleet Services running but not moving. Diagnosis revealed an internal transmission failure. Several estimates were obtained for a repair, the least of which was over \$15,000. Since the loader is in month 147 of its 180-month life cycle, this repair cost exceeded the value of the loader. After a discussion with the Parks Department, we were requested to investigate purchasing a replacement for this unit. Using Sourcewell Purchasing Agreement number 110719-CNH, Burnips Equipment provided the following sales quote:

The purchase price is	\$37,493.00
Sourcewell Discount	-\$10,498.04
Front End Loader	\$ 6,475.00
New Holland Discount	-\$ 1,295.00
Shipping & Set Up	\$ 1,461.00
Trade In Allowance	-\$ 5,500.00
Net Cost to City	\$28,135.96

Given that the repair cost is more than 50% of the cost of a new loader, and the existing loader is at 82% of its life cycle, it is recommended that City Council authorize the purchase of a new replacement loader in lieu of repairing the transmission of the existing.

BUDGET IMPACT:

Sufficient funds exist in the Motor Pool Capital Outlay Account 662-441-58500-987.000 pending a budget amendment.

ATTACHMENT:

Burnips Equipment Sales Quotation



Dorr – 3073 142nd Ave, Dorr, MI 49323
 Big Rapids – 18612 Northland Dr, Big Rapids, MI 49307
 Coopersville – 7353 State Rd, Coopersville, MI 49404
 Hudson – 15838 Carleton Rd, Hudson, MI 49247
 Three Rivers – 55232 Franklin Dr, Three Rivers, MI 49093
 Wyatt – 66400 IN-331, Wyatt, IN 46595
 Breckenridge - 5690 E Monroe Rd, Breckenridge, MI 48615

Sales Quotation

Prepared for: City of Wyoming attn: Ted Seil Date: 11/11/2020
 Address: 2660 Burlingame Avenue SW Valid Through: 12/31/2020
Wyoming MI 49509
 Sales Person: Justin VanderVennen 616-550-1711

For the purchase of

Description	Price
Model Year 2020 New Holland Boomer 45 deluxe cab tractor	37,493.00
3 range Hydrostatic Transmission, 4WD, 2 rear remotes, mid PTO, R3 turf tires	
New Holland Sourcewell contract discount 28%	-10,498.04
2020 New Holland 260TLA2 front end loader	6,475.00
72" bucket included	
New Holland Sourcewell contract discount 20%	-1,295.00
Freight & Sundries, set up & prep	1,461.00
Total Purchase:	\$ 33,635.96

Trade Allowance

2009 New Holland T2320 compact cab tractor	5,500.00
Loader included, blown hydrostatic transmission	
serial # Z7DB16341	
1053 hours	
Total Trade Allowance:	\$ 5,500.00

Sale Terms

Total Purchase: \$ 33,635.96
 Less Trade Allowance: \$ 5,500.00
 Tax:
 Net Cost: \$ 28,135.96

