

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, January 18, 2021 at 7:00 p.m., will be held electronically. A copy of the full agenda for this meeting is available at <http://bit.ly/3oJJLS>.

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/94991778598.

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 [94991778598](tel:94991778598) 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, JANUARY 18, 2021, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Rick Pilienci, Grace Christian University

3) Roll Call

4) Student Recognition

5) Approval of Minutes

From the January 4, 2021 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

1. State of the City Address by Mayor Poll

b) Proclamations

10) Petitions and Communications

a) Petitions

b) Communications

11) Reports from City Officers

a) From City Council

b) From City Manager

12) Budget Amendments

a) Budget Amendment No. 49 – To Appropriate \$47,870 of Additional Budgetary Authority to Fund Additional Personnel Expenditures Relating to Recent Departmental Changes and Supplies Due to the COVID-19 Pandemic in the Insurance Funds

b) Budget Amendment No. 50 – To Appropriate \$2,500 of Additional Budgetary Authority to Provide Funding for Fire Prevention and Investigation Programs and Recognize the Associated Grant Revenue from Walmart

c) Budget Amendment No. 51 – To Reduce Appropriations and Budgetary Authority by \$1,500,000 in the Police Fund and Reduce the Associated General Fund Revenue Account for the Reduction in Transfers

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) Of Appreciation to Jack Sluiter for His Service as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- b) To Appoint Amy Berridge as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- c) To Appoint Steve Chwalek as a Member of the Historical Commission for the City of Wyoming

14) Resolutions

- d) To Extend the Effectiveness of Property Tax Poverty Exemptions in Accordance with 2020 PA 253
- e) To Authorize and Direct the Mayor and City Clerk to Sign a Consent to a Restrictive Covenant Affecting a Portion of Byron Center Ave SW and 28th St SW Rights-of-Way Adjacent to the Former Don's BP Site and Return it to the Consulting Engineer for Recording

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

- f) To Authorize Payment to Miss Dig System, Inc.
- g) To Concur with Emergency Watermain Repairs and to Authorize Payment to Superior Asphalt, Inc.
- h) To Extend the Bid for Concrete Replacement to A-1 Asphalt
- i) To Extend the Bid for Lawn Care Services and to Authorize the Mayor and City Clerk to Execute the Contract
- j) To Accept a Proposal from Hamlett Environmental Technologies Co. for the Purchase of One Progressive Cavity Pump and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Accept a Quotation from DeZurik for Ball Valves and to Authorize Payment to DeZurik for 10% of the Cost of the Valves
- l) To Award Proposals for Presort and Related Services and to Authorize the Mayor and City Clerk to Execute the Contracts

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

CITY OF WYOMING BUDGET AMENDMENT

Date: January 18, 2021

Budget Amendment No. 049

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$47,870.00 of additional budgetary authority to fund additional personnel expenditures relating to recent departmental changes and supplies due to the COVID-19 pandemic in the insurance funds. The budget for the Allocation Fund is for tracking purposes only with expenses and transfers netting to zero.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Allocation Fund</u>				
Risk Management - Salaries				
110-226-22800-706.000	89,797.00	14,530.00		104,327.00
Risk Management - Temporary Salaries				
110-226-22800-707.000	-	18,700.00		18,700.00
Risk Management - FICA				
110-226-22800-715.000	8,113.00	1,380.00		9,493.00
Risk Management - Hospitalization Insurance				
110-226-22800-716.000	8,664.00	10,550.00		19,214.00
Risk Management - Life Insurance				
110-226-22800-717.000	124.00	35.00		159.00
Risk Management - Workers Comp Insurance				
110-226-22800-719.000	3,212.00	210.00		3,422.00
Risk Management - Accrued Sick Pay				
110-226-22800-724.000	9,200.00	500.00		9,700.00
Risk Management - Accrued Vacation Pay				
110-226-22800-725.000	5,600.00	1,200.00		6,800.00
Risk Management - Office Supplies				
110-226-22800-727.000	4,800.00	1,200.00		6,000.00
Risk Management - Insurance Liability				
110-226-22800-910.000	1,707.00	765.00		2,472.00
Risk Management - Transfer to Self Insurance Funds				
110-226-22800-999.677	(154,801.00)	49,070.00		(203,871.00)
Fund Balance/Working Capital (Fund 110)		\$ -	\$ -	
<u>General Liability Insurance Fund</u>				
General Government - Liability Ins Claims - Administrative Fee-Risk Mgmt				
678-000-96200-802.004	18,468.00	3,644.00		22,112.00
Fund Balance/Working Capital (Fund 678)		\$ -	\$ 3,644.00	

CITY OF WYOMING BUDGET AMENDMENT

Date: January 18, 2021

Budget Amendment No. 049

<u>Fleet Insurance Fund</u>			
General Government - Fleet Ins Claims - Administrative Fee-Risk Mgmt			
679-000-96300-802.004	40,083.00	7,896.00	47,979.00
Fund Balance/Working Capital (Fund 679)	\$ -	\$ 7,896.00	
<u>Property Insurance Fund</u>			
General Government - Property Ins Claims - Administrative Fee-Risk Mgmt			
680-000-96400-802.004	43,167.00	8,504.00	51,671.00
Fund Balance/Working Capital (Fund 680)	\$ -	\$ 8,504.00	
<u>Workers Compensation Insurance Fund</u>			
General Government - W/C Ins Claims - Administrative Fee-Risk Mgmt			
682-000-96500-802.004	52,417.00	10,326.00	62,743.00
Fund Balance/Working Capital (Fund 682)	\$ -	\$ 10,326.00	
<u>Health Insurance Fund</u>			
General Government - Employee Hospital Ins - Other Services			
683-000-85200-956.000	14,000.00	18,700.00	32,700.00
Fund Balance/Working Capital (Fund 683)	\$ -	\$ 18,700.00	

Recommended: Kate Burdick
Finance Director

Cliff
City Manager

Motion by Councilmember _____, seconded by Councilmember _____
that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the
foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: January 18, 2021

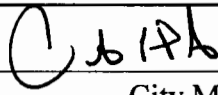
Budget Amendment No. 051

To the Wyoming City Council:

A budget amendment is requested for the following reason: To reduce appropriations and budgetary authority by \$1,500,000 in the Police Fund and reduce the associated General Fund revenue account for the reduction in transfers. This funding is being set aside to pay future year costs related to the 10 year contract with Axon for the body and vehicle camera systems.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Police Fund</u>				
Police - Transfers - Transfers to General Fund				
207-305-99900-999.101	2,799,376.00		1,500,000.00	1,299,376.00
Fund Balance/Working Capital (Fund 207)		<u>1,500,000.00</u>		
<u>General Fund</u>				
Transfers from Police Fund				
101-699.207	2,799,376.00		1,500,000.00	1,299,376.00
Fund Balance/Working Capital (Fund 101)			<u>1,500,000.00</u>	

Recommended: 
 Finance Director


 City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2020-2021 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

 City Clerk

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JACK SLUITER FOR HIS SERVICE
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. Jack Sluiter has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since December 3, 2007.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Jack Sluiter for his dedicated service as a member of the Greater Wyoming Community Resource Alliance.

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 January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT AMY BERRIDGE AS A MEMBER
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. The By-Laws of the Greater Wyoming Community Resource Alliance stipulate the Executive Board of this commission shall include the City Finance Director, or designee of the Finance Department.
2. A vacancy exists in the Finance Director/Finance Department designee position, which has an open term.
3. The City Council wishes to appoint Amy Berridge as the Finance Department designee on the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Amy Berridge to the Greater Wyoming Community Resource Alliance to the open term of Finance Director designee.

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 January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT STEVE CHWALEK AS A MEMBER OF THE
HISTORICAL COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Steve Chwalek has submitted an application requesting appointment to the Historical Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2023.
3. Mayor Jack Poll has recommended that Steve Chwalek be appointed as a member of the Historical Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Steve Chwalek to the Wyoming Historical Commission for the unexpired term ending on June 30, 2023.

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 January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE EFFECTIVENESS OF PROPERTY TAX POVERTY
EXEMPTIONS IN ACCORDANCE WITH 2020 PA 253

WHEREAS:

1. Wyoming City Council Resolution No. 26545, adopted on November 18, 2019, amended the City's property tax poverty exemption policy and guidelines in §4.03 of the City Council Policy Manual.
2. Governor Whitmer signed 2020 PA 253 ("Act 253") on December 22, 2020 which took immediate effect.
3. Act 253 allows local assessing unit (such as the city) to adopt a resolution permitting principal residences exempt from the collection of property taxes by reason of poverty in tax year 2019 or 2020, or both, to remain exempt in tax years 2021, 2022, and 2023 without reapplication, if (i) there is no change in ownership or occupancy, and (ii) the person establishing initial eligibility receives a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation such as federal Supplemental Security Income or Social Security disability or retirement benefits.
4. Act 253 also allows a local assessing unit to adopt a resolution permitting a principal residence exempt from the collection of taxes by reason of poverty for the first time in tax year 2021, 2022, or 2023 to remain exempt without reapplication for up to 3 additional years after its first year of if (i) there is no change in ownership or occupancy, and (ii) the person establishing initial eligibility receives a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation such as federal Supplemental Security Income or Social Security disability or retirement benefits.
5. Under Act 253, a local assessing unit that adopts a resolution described above must develop an audit program.

NOW, THEREFORE, BE IT RESOLVED:

1. The city authorizes principal residence exemptions from property taxation by reason of poverty granted in 2019, 2020, 2021, 2022, or 2023 to remain in effect for 3 years without reapplication provided (i) there is no change in ownership or occupancy, and (ii) the person establishing initial eligibility receives a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation such as federal Supplemental Security Income or Social Security disability or retirement benefits..
2. The Assessor's Office shall be responsible for implementing and administering the required audit program.

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 January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. _____

STAFF REPORT

Date: January 4, 2021
Subject: P.A. 253 of 2020
From: Scott Engerson, City Assessor
Meeting Date: January 18, 2021

RECOMMENDATION:

It is recommended the City Council authorize relief to eligible homeowners from annually filing a poverty exemption application as permitted by Public Act 253 of 2020.

COMMUNITY, SAFETY, STEWARDSHIP:

Community

Authorizing the relief permitted by Public Act 253 of 2020 will decrease the amount of paperwork that must be filed with the City by eligible homeowners whom have limited financial resources.

Stewardship

Approving this recommendation will lessen administrative burdens on the Board of Review by reducing the number of applications required to be filed and acted upon.

DISCUSSION:

The City Assessor's Office and Board of Review processed 45 poverty exemption applications for the 2020 tax year. Of those, 23 were approved.

Public Act 253 of 2020 permits the City to authorize exemptions by reason of poverty granted in 2019, 2020, 2021, 2022 or 2023 to remain in effect for three years without reapplication. Audit procedures will be implemented by the City Assessor's Office to ensure continued homeowner compliance during the years in which filing a poverty exemption application is not required.

In order for the eligible homeowner to qualify for relief from annually filing a poverty exemption application, the following conditions must be met: (i) there is no change in ownership or occupancy, and (ii) the person establishing initial eligibility receives a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation such as federal Supplemental Security Income or Social Security disability or retirement benefits.

BUDGET IMPACT

The provisions contained in P.A. 253 of 2020 do not lessen the financial thresholds and/or asset levels which must be met in order to qualify for a poverty exemption. As such, it is anticipated that there will be no impact on the City's budget.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AND DIRECT THE MAYOR AND CITY CLERK TO SIGN
A CONSENT TO A RESTRICTIVE COVENANT AFFECTING A PORTION OF BYRON
CENTER AVE SW AND 28TH ST SW RIGHTS-OF-WAY ADJACENT TO THE FORMER
DON'S BP SITE AND RETURN IT TO THE CONSULTING ENGINEER FOR RECORDING

WHEREAS:

1. The City owns the Byron Center Ave SW right-of-way and has utility facilities in that right-of-way and the 28th St SW right-of-way adjacent to the former Don's BP site on the southwest corner of the intersections of those rights-of-way.
2. Don's BP has been the site of environmental remediation and at part of that remediation, the Michigan Department of the Environment, Great Lakes and Energy (DEGLE) is requiring, as a condition of that remediation, the recording of a restrictive covenant to impose certain restrictions and requirements on subsequent owners of that property and owners of interest in the adjacent rights-of-way due to groundwater within its vicinity may be contaminated.
3. It appears from reports provided to city staff that any remaining contamination is unlikely to affect any city interests and, if it affects city costs within the adjacent rights-of-way, there are state funds available to reimburse the city for those added costs of working in the rights-of-way.
4. Consent to the restrictive covenant will enable better use of the former Don's BP property and is therefore in the interests of the city.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are authorized and directed to sign a consent to the restrictive covenant it on behalf of the city and to return the signed consent to the consulting engineers for recording in accordance with DEGLE requirements.

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 January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Restrictive Covenant

Resolution No. _____

STAFF REPORT

Date: January 12, 2021
Subject: Consent to restrictive covenant for former Don's BP site
From: Scott Smith, City Attorney
Russ Henckel, City Engineer
Meeting Date: January 18, 2021

RECOMMENDATION:

Adopt the Resolution to Authorize and Direct the Mayor and City Clerk to Sign a Consent to a Restrictive Covenant Affecting a Portion of Byron Center Ave SW and 28th St SW Rights-Of-Way Adjacent to Former Don's BP Site and Return It to the Consulting Engineer for Recording.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served when the city cooperates with those addressing environmental issues in a manner required by the Michigan Department of the Environmental, Great Lakes and Energy (DEGLE).

Safety – Recording of and compliance with the restrictive covenant will protect the environment, excavators and other workers in the affected rights-of-way, and the general public.

Stewardship – Reuse of the Don's BP property enhances the city's tax base and DEGLE has funds available to reimburse the city should the restrictive covenant result in extra costs to the city.

BUDGET IMPACT:

The proposed resolution should have no impact on the city's budget.

DISCUSSION:

There is a plume of possibly contaminated groundwater under and within the rights-of-way adjacent to the former Don's BP site on the southwest corner of 28th St SW and Byron Center Ave SW. According to information provided Public Works staff, that groundwater is at an elevation well below the elevation at which an excavation would occur related to work on the Byron Center Ave SW right-of-way or any city utilities in either the Byron Center Ave SW or 28th St SW rights-of-way (28th St SW is a state trunk line over which the city has no jurisdiction). However, if that contaminated groundwater were to increase any city costs for work within either of the two rights-of-way, DEGLE has funds to reimburse local governments for added costs they may incur due to such contamination from former leaking underground storage tanks.

Therefore, as a party with interests in property affected by the contamination, the city needs to consent to the restrictive covenant; the recording of the restrictive covenant will not unduly affect the city's interests. Staff therefore recommends adoption of the resolution.

**DECLARATION OF RESTRICTIVE COVENANT
FOR A Restricted Nonresidential CORRECTIVE ACTION**

EGLE Reference No: RC-RRD-213-20-030

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Kent County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property located at 2400 28th Street SW, Wyoming, Kent County Michigan and legally described in the attached Exhibit 2 (Legal Description and Survey of the Property).

The Property is associated with Don's Service, Inc. Facility ID Number 00017587 for which a Final Assessment Report was completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the Final Assessment Report dated February 18, 2020. A copy of the Final Assessment Report is available from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division (RRD) District Office.

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA. The EGLE recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 requires the recording of this Restrictive Covenant with the Kent County Register of Deeds based upon the corrective action measures for the site to: 1) restrict unacceptable exposures to regulated substances located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the NREPA; and 3) assure the exposure control measures relied upon in the Final Assessment Report are effective; and 4) to prevent damage or disturbance of any element of the corrective action constructed on the Property.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by Don's Service, Inc. Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the Final Assessment Report; future changes in the environmental condition of the Property; changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the Final Assessment Report; or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective action undertaken pursuant to the Final Assessment Report may not have been reviewed by the EGLE.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

“EGLE” means the Michigan Department of Environment, Great Lakes, and Energy , its successor entities, and those persons or entities acting on its behalf.

“Owner” means at any given time the then-current title holder of all or any portion of the Property.

“Property” means the real property as described in Exhibit 2 (Legal Description and Survey of the Property) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 213 of the NREPA, shall have the same meaning in this document as in Part 3 and Part 213 of the NREPA, as of the date this Restrictive Covenant is filed.

Summary of Environmental Conditions and Corrective Action.

Regulated substances including benzene, toluene, ethyl benzene, xylene isomers, naphthalene and trimethylbenzene isomers were released from an underground storage tank resulting in contamination of the Property. Soil and groundwater contamination remain present at levels that do not allow unrestricted use of the Property. Specifically, concentrations of regulated substances remain present in the groundwater in excess of the nonresidential drinking water cleanup criteria. This potential exposure risk has been addressed by preventing the use of the groundwater for ingestion. In addition, concentrations of regulated substances remain in the soils at certain locations on the Property deeper than 10 feet below grade that could pose an exposure risk from direct contact with the contaminated soils and from inhalation of the regulated substances in their vapor phase. An exposure barrier (building floor and pavement as identified in Exhibit 2) is present to prevent direct contact with these contaminated soils. The construction of new structures or modification to existing structures on the Property identified in Exhibit 2, unless such construction considers and incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria; or, unless prior to construction of any structure, an evaluation of the potential for any hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings.

Residual (or mobile) Light Nonaqueous-Phase Liquid (LNAPL), including gasoline were properly characterized using a Conceptual Site Model in accordance with American Society for Testing and Materials (ASTM) designation E 2531-06 E1, and will remain in place. The LNAPL exists below the ground surface at a depth greater than 10 feet. The location of the LNAPL in the attached Exhibit 2 (Legal Description and Survey of the Property) describes and provides the location of the institutional control (i.e. the Property) and the horizontal and vertical extent of the LNAPL is described in Exhibit 3 (the LNAPL extent is based on the presence of CSAT soils [i.e. soils at their saturation limits] identified on the Property). The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances as a result of the conditions created by the presence of the LNAPL soil and/or groundwater contaminant concentrations that exceed the unrestricted residential criteria under Section 21304a(2) of the NREPA.

NOW THEREFORE,

1. Declaration of Land or Resource Use Restrictions.

Don's Service, Inc., with the express written permission of the Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

- a. **Prohibited Land Uses:** The Owner shall prohibit all uses of **the Property** that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential cleanup criteria established pursuant to Section 21304a(2) of the NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in Exhibit 4 (Description of Allowable Uses). At the time of recording of this Restrictive Covenant, the City of Wyoming B2 General Business District zoning code designation allowed for the following residential uses that are not compatible with the nonresidential cleanup criteria and are therefore prohibited by this Restrictive Covenant: nonconforming residential use as well as conforming nursery schools, day nurseries, and child care facilities boarding houses, multifamily residential dwellings, assembly halls, churches, and community centers. Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.
- b. **Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances.** The Owner shall prohibit activities on the Property that may result in exposures above levels established in the Final Assessment Report. These prohibited activities include:

Exposure Restriction for Use of Groundwater:

- i. The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
 1. Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
 2. Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

Direct Contact Exposure Barrier Restriction:

- ii. Any excavation or other intrusive activity should not be conducted deeper than 10 ft below grade to prevent direct contact exposure to contaminated soils at the Property. The current building floor barrier has a base elevation of 626.85 and 626.76 and is located on the Property as shown on Exhibit 2 as F.F. EL. The asphalt pavement barrier has varying elevations of 626.33 to 626.72 and two benchmarks are set at 629.43 and 626.49, also shown on Exhibit 2. Disturbance of up to 10 ft may be allowed during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the building floor and parking lot asphalt and concrete (see Exhibit 2) must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. The replacement barrier(s) can be installed up to 9.5 ft below existing grades of the current barriers. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 213.

Vapor Intrusion Exposure Restriction:

- iii. The construction of new structures or modification to existing structures on the Property identified in Exhibit 2, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria; or, unless prior to construction of any structure, an evaluation of the potential for any hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and is in compliance with Section 21304c of the NREPA.

c. **Prohibited Activities to Ensure Effectiveness and Integrity of the Corrective Action.**

The Owner shall prohibit activities on the Property that may interfere with any element of the Final Assessment Report, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the Final Assessment Report. These prohibited activities include:

Infiltration Barrier Restriction:

- i. Any excavation or other intrusive activity that could affect the integrity of the approximately 4-inch asphalt and concrete barriers that serve to prevent infiltration of water through contaminated soils at the Property. The building floor barrier has a base elevation of 626.85 and 626.76 and is located on the Property as shown on Exhibit 2 as F.F. EL. The asphalt pavement has varying elevations of 626.33 to 626.72 and two benchmarks are set at 629.43 and 626.49, also shown on Exhibit 2. Any excavation or other intrusive activity that could affect the integrity of the asphalt and concrete barrier is prohibited, except during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or

disturbing the asphalt and concrete barrier, that could affect the integrity of the barrier, must include the use of engineering controls to prevent the infiltration of water into the contaminated soil underlying the barrier until the barrier is repaired or replaced. The barrier must be repaired or replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted which demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 213.

Monitoring Well Disturbance Restriction:

- ii. Until the Property Closure Report is audited or approved by an operation of law, any activity that would interfere with the function of or obstruct access to any monitoring wells and devices located on the Property. This includes, but is not limited to, removing, destroying, or altering any well or device in any way that renders it inoperable or incapable of functioning as intended.

2. Contaminated Soil Management. The Owner shall manage all soils, media, and/or debris located deeper than 10 feet below grade on the Property in accordance with the applicable requirements of Sections 21304b of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

3. Access. The Owner grants to the EGLE and Don's Service, Inc., and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Final Assessment Report, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the Final Assessment Report. The right of access provided to Don's Service, Inc. above is not required under Part 213 for the corrective action to be considered approved. This provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, The EGLE will not enforce the Owner's obligation to provide access to Don's Service, Inc.

4. Conveyance of Property Interest. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the Final Assessment Report, and this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.

5. Audits Pursuant to Section 21315 of the NREPA. This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in a finding by the EGLE that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

6. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. Enforcement of Restrictive Covenant. The State of Michigan, through EGLE, and Don's Service, Inc. may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction

8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner (reference Exhibit 1), and all other holders of a legal interest whose interest is affected by this Restrictive Covenant as documented and attached as Exhibit 5, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, Don's Service, Inc. has caused this Restrictive Covenant, RC-RRD-213-20-030, to be executed on this ___(R)___ day of ___(S)___, 20___(T)___.

Don's Service, Inc.

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF Michigan
COUNTY OF Kent

The foregoing instrument was acknowledged before me this [**date**] by Donald Tigchelaar, President of Don's Service, Inc., a Michigan Corporation, on behalf of the corporation. ___(W)___

Notary Public Signature
___(X)___

Prepared by:
___(Y)___

When recorded return to:
___(Z)___

EXHIBIT 1

CONSENT OF OWNER

I, T & B Investment Properties, LLC, the current and legal Owner of the Property, do hereby consent to the recording of this Restrictive Covenant, RC-RRD-213-20-030, and authorize Don's Service, Inc. to file the Restrictive Covenant with the Kent County Register of Deeds for recording.

T & B Investment Properties, LLC

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF MICHIGAN
COUNTY OF KENT

OPTION 1: For an individual:

The foregoing instrument was acknowledged before me this **[date]** by **[name of individual]**.

Notary Public Signature
____(X)____

EXHIBIT 2

LEGAL DESCRIPTION AND SURVEY OF PROPERTY

EXHIBIT 3

LNAPL DELINEATION ON PROPERTY

EXHIBIT 4

**DESCRIPTION OF ALLOWABLE USES
(Excerpt of City of Wyoming Zoning Code for B-2 Use)**

EXHIBIT 5

CONSENT OF CITY OF WYOMING

The City of Wyoming as the owner of the Byron Center Avenue SW right-of-way adjacent to the subject property and as the owner and operator of water, sanitary sewer and storm water facilities in the Byron Center Avenue and 28th St SW adjacent to the subject property agrees and consents to the recording of the land and resource use restrictions specified in this Restrictive Covenant and agrees that the city's property interests will be subject to the terms of the Restrictive Covenant.

CITY OF WYOMING

STATE OF MICHIGAN
COUNTY OF KENT

By: _____
Jack A. Poll, Mayor

Acknowledged before me on _____,
2021, by Jack A. Poll and Kelli A. Vandenberg,
known to me as the Mayor and City Clerk,
respectively, of the City of Wyoming, Michigan.

By: _____
Kelli A. Vandenberg, City Clerk

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

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PAYMENT TO
MISS DIG SYSTEM, INC.

WHEREAS:

1. As detailed in the attached Staff Report, the Miss Dig System, Inc. notification system allows the City to properly mark its utilities to prevent damage and service disruption.
2. It is recommended the City Council authorize the annual payment in the amount of \$16,671.72 for the 2021 calendar year to Miss Dig System, Inc.
3. Funds for the fees are budgeted for in the Street, Water and Sewer Other Services account numbers: 202-441-47400-956.000, 590-441-54200-956.000 and 591-441-56700-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize payment to Miss Dig System, Inc. in the total amount of \$16,671.72.

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 January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

Resolution No. _____

STAFF REPORT

Date: January 4, 2021

Subject: Miss Dig System, Inc. Invoice Payment Authorization

From: Aaron Vis, Assistant Director of Public Works

Date of Meeting: January 18, 2021

RECOMMENDATION:

It is recommended that the City Council authorize payment of the Miss Dig System, Inc. invoice of \$16,671.72 for the City's mandatory participation in the Miss Dig utility notification system for the 2021 calendar year.

COMMUNITY, SAFETY, STEWARDSHIP:

The Miss Dig system provides notification to the City of where and when work will be done near City utilities. This limits the amount of damage that can be done to City utilities, ensures that those working near utilities can do in a safe manner, and prevents significant service disruption.

DISCUSSION:

The Miss Dig System is the utility notification system for the State of Michigan as legislated through Public Act 174 of 2013 (Miss Dig Underground Facility Damage Prevention and Safety Act). It is designed to provide excavators and the general public the ability to request underground utility locations with a single call or electronic order. Miss Dig is a not-for-profit independent company that processes this requested information and passes it along to affected utilities for proper utility marking. Miss Dig does not perform the actual utility marking.

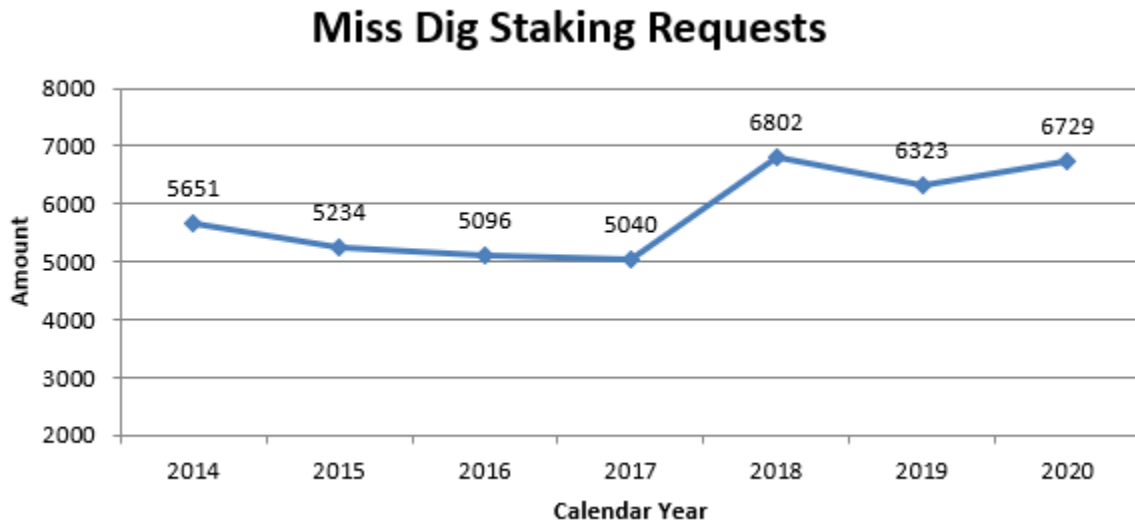
For Wyoming, the affected utilities include: electric for street lighting, traffic signal wiring, fiber optic cables, sanitary sewer system, storm sewer system, and water distribution system (including transmission lines and water services). Once City staff receives the staking request, appropriate marking of the potentially impacted utilities occurs. Staking request response times range from emergency (within three hours) to normal (within three days).

The Miss Dig system is free for those requesting locating services and is funded by member agencies such as the City of Wyoming. The fee consists of four components:

- **Membership Fee.** This fee is based on the number of Miss Dig tickets placed with the notification center. For the 2021 calendar year, this fee is \$11,242.62.
- **Education Fee.** The Miss Dig System Education Fee is used to educate members, contractors and homeowners. This fee is based on the annual membership fee, and totals \$2,500.00.
- **Annual Maintenance Fee for Databases on the System.** This fee is based on the number of databases for utilities that the City has listed within the Miss Dig system and totals \$515.20.

- **Annual Maintenance Fee for Remote Member Accesses on the System.** This fee is based on the number of accounts that the City has within the system that grants staff the ability to modify, update and respond to Miss Digs. This annual fee is \$192.75.
- **System Enhancement Fee.** This is the second installment of three to fund new State requirements. For 2021, this fee is \$2,221.15.

Despite the pandemic, the City saw an increase in Miss Dig ticket requests from 2019. The chart below depicts annual staking requests since 2014:



BUDGET IMPACT:

Sufficient funds are available in the street, sewer and water other services account numbers: 202-441-47400-956.000, 590-441-54200-956.000, and 591-441-56700-956.000.

ATTACHMENT:

Miss Dig System, Inc. Invoice

MISS DIG System, INC.
 3285 LAPEER ROAD WEST
 AUBURN HILLS, MI 48326
 (248-370-6411)

Invoice

Date	Invoice #
11/18/2020	20210477

Bill To

WYOMING CITY
 ATTN: PUBLIC WORKS DEPT.
 2660 BURLINGAME AVE., SW
 WYOMING, MI 49509-0905

Account #	P.O. No.	Terms	EMAIL
200WYO		Net 30	

Description	Qty	Rate	Amount
2021 Transmission-based Membership Fee	1	11,242.62	11,242.62
2021 First of Three Annual Adjustment Fee for Necessary System Enhancements	1	2,221.15	2,221.15
2021 Annual Maintenance Fee for Codes on the System	10	51.52	515.20
2021 Annual Maintenance Fee for Remote Member Access Accounts	5	38.55	192.75
2021 Education and Awareness Fee for Section 6(2) Compliance	1	2,500.00	2,500.00

This invoice is due no later than 30 days from date of invoice. Interest rate at the rate of 1 1/2 % per month, 18% per annum will be charged on past due accounts.

Total \$16,871.72

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH EMERGENCY WATERMAIN REPAIRS
AND TO AUTHORIZE PAYMENT TO SUPERIOR ASPHALT, INC.

WHEREAS:

1. As detailed in the attached Staff Report, Superior Asphalt, Inc. provided pavement repair services associated with the emergency watermain break at Buchanan Avenue and 28th Street.
2. It is recommended the City Council authorize payment to Superior Asphalt, Inc. in the total amount of \$59,199.25.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the emergency watermain repairs and authorizes payment to Superior Asphalt, Inc. in the total amount of \$59,199.25.

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 January 18, 2021.

ATTACHMENTS:

Staff Report

Invoice

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 11, 2021

Subject: Authorize Emergency Watermain Break Repair Paving Expenses

From: Aaron Vis, Assistant Director of Public Works - Maintenance

Date of Meeting: January 18, 2021

RECOMMENDATION:

It is recommended that the City Council authorize emergency repair paving expenses of \$59,199.55 from Superior Asphalt, Inc. associated with the Buchanan Avenue watermain break.

COMMUNITY, SAFETY, STEWARDSHIP:

The watermain break created significant damage to the southbound lanes of Buchanan Avenue, north of 28th Street. Emergency repairs were necessary to provide a safe driving surface in an expeditious manner. Superior Asphalt was already under contract to perform isolated patching for the City and is the only asphalt plant locally that can provide permanent hot asphalt mix during the winter season.

DISCUSSION:

On Saturday, December 26, 2020, a 12" watermain broke beneath southbound Buchanan Avenue, just north of 28th Street. The watermain was repaired by City staff and service was restored to impacted properties within 14 hours. Approximately 320 feet of asphalt removed and repaved. Buchanan Avenue was completely opened to all traffic by the following Tuesday evening, 24 hours ahead of schedule.

The attached invoice details the Superior Asphalt, Inc. expenses for this emergency repair and totals \$59,199.55.

BUDGET IMPACT:

Sufficient funds are available in the water fund account number 661-441-56200-930.000. A budget amendment for these expenses is not needed at this time. Should there be additional large watermain breaks or an increase in the number of watermain breaks throughout the remainder of the fiscal year, a budget amendment may be needed to ensure sufficient funds are available at that time.

ATTACHMENTS:

Superior Asphalt, Inc. Invoice

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR CONCRETE REPLACEMENT
TO A-1 ASPHALT

WHEREAS:

1. On March 16, 2020 the City Council awarded the bid for Concrete Replacement to A-1 Asphalt, as referenced with Resolution Number 26618.
2. A-1 Asphalt has agreed to extend their bid pricing for the 2021 calendar year. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.
3. Sufficient funds are available in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 211-441-44210-930.000, 590-441-54200-930.000, 591-441-56200-930.000, 591-441-56700-930.000 and 591-441-57400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extend the concrete replacement bid to A-1 Asphalt 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 January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Bid Tab

STAFF REPORT

Date: January 11, 2021
Subject: Bid Extension – Concrete Replacement
From: Jodie Theis, Public Services Supervisor
Meeting Date: January 18, 2021

RECOMMENDATION:

It is recommended the City Council extend the Concrete Replacement bid to A-1 Asphalt for the 2021 calendar year at the unit prices as indicated on the attached bid tabulation.

COMMUNITY, SAFETY, STEWARDSHIP:

The Public Works Department replaces concrete on the City's streets, curbs, drives, sidewalks and other infrastructure that has been damaged by weather, degradation or utility failures throughout the year. The use of a subcontractor to perform some of the concrete replacement assists Public Works staff in providing quicker repairs.

DISCUSSION:

On March 16, 2020 the City Council awarded the bid for Concrete Replacement to A-1 Asphalt, as referenced with Resolution Number 26618. A-1 Asphalt has agreed to extend their bid pricing for the 2021 calendar year. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

It is anticipated that the City will spend approximately \$275,000 on concrete replacement for the 2021 calendar year.

BUDGET IMPACT:

Sufficient funds are available in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 211-441-44210-930.000, 590-441-54200-930.000, 591-441-56200-930.000, 591-441-56700-930.000 and 591-441-57400-930.000.

ATTACHMENTS:

Contract Extension Letter, A-1 Asphalt, December 23, 2020
Bid Tabulations, March 3, 2020

A-1 Asphalt Sealing & Repair, Inc.

4634 Division Ave.

Wayland, MI. 49348

PH 616-877-4400 FAX 616-877-4630 (MI only) 800-871-4401 WWW.A1ASPHALTINC.COM
COMMERCIAL*INDUSTRIAL*RESIDENTIAL*MUNICIPAL

12/23/20

City of Wyoming
Public Works Department
1155 28th St SW
Wyoming, MI 49509

Attn: Joe Whalfield, Public Service Supervisor
Re: Extending of 2020 Concrete replacement into 2021

Joe,

A1 Asphalt Inc. requests that the City of Wyoming extend the contract for concrete replacement into the 2021 season.

A1 will honor the unit prices that were in place for 2020 as follows:

- | | |
|---------------------------------|--------------|
| 1. 30" curb & gutter | \$45.00/ft |
| 2. 30" gutter pan | \$45.00/ft |
| 3. 4" concrete sidewalk | \$ 7.27/sft |
| 4. 4" concrete non-reinforced | \$ 8.27/sft |
| 5. 8" commercial sidewalk | \$ 11.77/sft |
| 6. 8" commercial drive approach | \$11.77/sft |
| 7. Remove concrete | \$27.00/syd |

A1 Asphalt will honor these prices for areas 2 & 3 and any other in the city of Wyoming as well as Godwin Schools for the 2021 season.

If you have any questions please feel free to call.

Sincerely,



David L. Wilson
Senior Estimator

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON BID #1819, CONCRETE REPLACEMENT

Opened By City Clerk On March 3, 2020 At 11:00 a.m. o'clock

Pay Item		Estimated Quantities	Cost per Unit	A- 1 Asphalt	Epic Excavating
AREA #2	30" Curb and Gutter	110	\$/LF	\$ 45.00	\$ 56.00
	30" Gutter Pan	30	\$/LF	\$ 45.00	\$ 60.00
	4" Concrete Sidewalk	2,300	\$/SQ. FT.	\$ 7.27	\$ 9.00
	4" Concrete Non- Reinforced	550	\$/SQ. FT.	\$ 8.27	\$ 11.50
	8" Commercial Sidewalk	50	\$/SQ. FT.	\$ 11.77	\$ 14.50
	8" Commercial Drive Approach	50	\$/SQ. FT.	\$ 11.77	\$ 15.50
	Remove Concrete	350	\$/SQ. FT.	\$ 27.00	\$ 35.00
AREA #3	30" Curb and Gutter	125	\$/LF	\$ 45.00	\$ 56.00
	30" Gutter Pan	60	\$/LF	\$ 45.00	\$ 60.00
	4" Concrete Sidewalk	1,550	\$/SQ. FT.	\$ 7.27	\$ 9.00
	4" Concrete on- Reinforced	2,200	\$/SQ. FT.	\$ 8.27	\$ 11.50
	8" Commercial Sidewalk	415	\$/SQ. FT.	\$ 11.77	\$ 14.00
	8" Commercial Drive Approach	120	\$/SQ. FT.	\$ 11.77	\$ 15.00
	Remove Concrete	475	\$/SQ. FT.	\$ 27.00	\$ 35.00
Maximum # of Areas to Maintain				2	2
Preferred Area				BOTH	BOTH
# of Additional Working Days (If necessary)				0	TBD

No Bids Received From: Cole Concrete, Kent Home Services

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID FOR LAWN CARE SERVICES
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. City Council awarded the bid for a 3-year contract for lawn care services to Heyboer Landscape Maintenance, Inc. on March 5, 2018 via Resolution number 26008.
2. As detailed in the attached staff report, Heyboer Landscape Maintenance, Inc. has offered to extend their current bid pricing for lawn care services through November 30, 2023.
3. It is estimated the City will spend approximately \$48,500.00 annually for lawn care services for the locations as specified on the attached staff report.
4. Funds are budgeted in various Clean Water Plant and Water Treatment Plant accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize extending the bid for lawn care services through November 30, 2023.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Letter
- Bid Proposal Form
- Contract

STAFF REPORT

Date: January 5, 2021

Subject: Lawn Care Recommendation

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: January 18, 2021

RECOMMENDATION:

It is recommended the City Council approve the 1st Amendment to the Heyboer Landscape Maintenance Contract to extend current pricing for lawn care services at the Clean Water Plant, Water Treatment Plant, Low Service Pump Station, Gezon Pump Station, and Gezon Elevated Tank locations until November 30, 2023.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city property maintains the locations in an attractive and aesthetically pleasing way. Proper lawn care preserves the health, color, and vitality of existing lawns and minimizes the spread of weeds and disease.

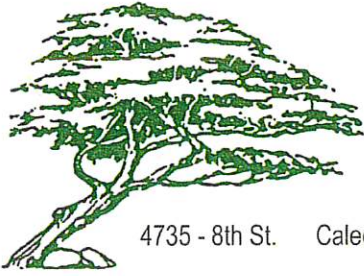
DISCUSSION:

City Council approved Resolution #26008 on March 5, 2018, awarding the bid for a three-year lawn service contract to Heyboer Landscape Maintenance, Inc. The lawn care season runs from April to November, weather dependent, and includes mowing, trimming, edging, and herbicide application for over 30 acres of lawn among the five locations. Heyboer Landscape Maintenance, Inc. has proven to perform the work in a professional and reliable manner through the duration of the three-year contract.

Following the 2020 lawn care season and the end of the awarded contract, Heyboer Landscape Maintenance, Inc. offered to hold the current bid pricing until November 30, 2023. Considering the lawn care service was previously competitively bid and Heyboer Landscape Maintenance Inc. was the lowest qualified bidder, it is recommended the City Council approve the 1st Amendment to the Heyboer Landscape Maintenance Contract to extend current pricing for lawn care services at the Clean Water Plant, Water Treatment Plant, Low Service Pump Station, Gezon Pump Station, and Gezon Elevated Tank locations until November 30, 2023.

BUDGET IMPACT:

It is estimated that the annual expenditure for health assessment services will total approximately \$48,500.00. Adequate funds exist and have been budgeted for in various Clean Water Plant and Water Treatment Plant accounts.



HEYBOER

Landscape Maintenance Inc.

Lawn Mowing
Weed Control
Fertilizing
Pruning
Snow Plowing

4735 - 8th St. Caledonia, MI 49316 Phone: 616-877-4077 Fax: 616-877-0269 office@heyboerlandscape.com

Dan Kleinheksel
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

1/4/21

Re: City of Wyoming Lawn Services

Dan,

Heyboer Landscape Maintenance, Inc. agrees to hold the pricing on the previously submitted proposal for the City of Wyoming. Prices are valid until 11/30/2023. Below are locations and prices:

Clean Water Plant
2530 Ivan Rest SW
Wyoming, MI 49418
\$24,465.92

Water Treatment Plant
16700 New Holland St
Holland, MI 49424
\$11,431.76

Low Service Station
4707 Lakeshore Dr
Holland, MI 49424
\$2,715.76

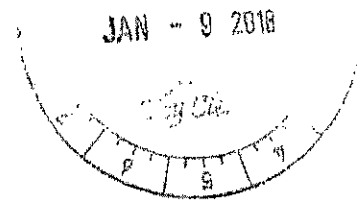
Gezon Booster Station
5591 Gezon Ct
Wyoming, MI 49519
\$6,553.44

Gezon Elevated Tank
5651 Gezon Ct
Wyoming, MI 49519
\$3,249.52

Sincerely,
Nick Heyboer
Heyboer Landscape Maintenance, Inc.

CITY OF
Wyoming
MICHIGAN

BID PROPOSAL FORM
LAWN CARE MAINTENANCE SERVICES



State bid price as per the specifications included herein.

Location: Clean Water Plant, 2350 Ivanrest, Wyoming, MI 49418



Red line indicates area to be cut each Monday

Blue line indicates area to apply pre-emergence and post-emergence Herbicides

Remaining grassy areas to be cut each Monday and Thursday

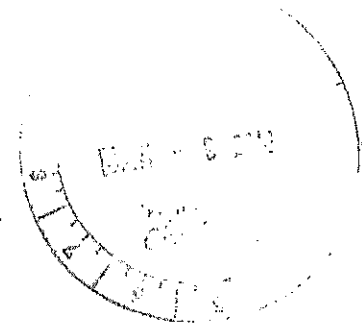
Service	Occurrence	Approx. Size (Acres)	Year	Cost Per Occurrence	
				Monday (Entire Property Area)	Thursday (Red Area Omitted)
Mowing	Twice/Week* *Except for area in red designated on site map, once per week	15 acres	2018	\$ 406.67	\$ 353.33
			2019	\$ 418.87	\$ 363.93
			2020	\$ 427.23	\$ 371.20

Location: Clean Water Plant Continued

Service	Occurrence	Approx. Size (Acres)	Year	Cost Per Occurrence (Entire Property Area)
Edging	Once/Month	15 acres	2018	Included
			2017/19	Included
			2020	Included
Trimming	Every Other Week	15 acres	2018	Included
			2019	Included
			2020	Included
Pre & Post Emergence Herbicide (area in blue only)	Spring/Early Summer	15 acres	2018	\$ 710 (PRE + POST)
			2019	\$ 740 (PRE + POST)
			2020	\$ 760 (PRE + POST)

List equipment used: 3 TORO 4000s, X MARK Walk behind 40 in Mowers,

Backpack Blowers, Stick edgers, power sidewalk edgers, Z-Spray



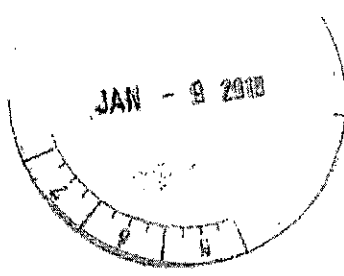
Location: Water Treatment Plant, 16700 New Holland, Holland MI, 49424



Area outlined in Black - mow weekly, trim every other week, edge curb and sidewalk monthly, Weed & Feed in spring.

Area outlined in Red - mow every other week, trim monthly

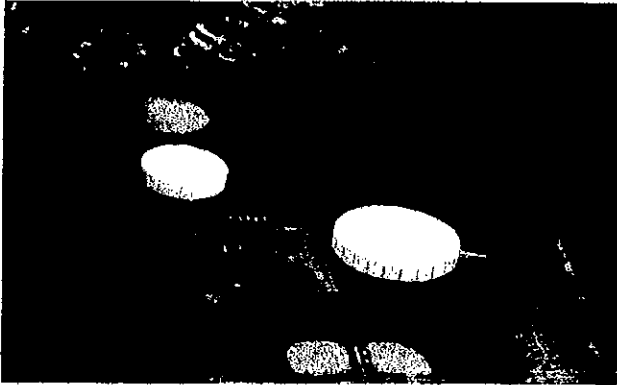
Service	Occurrence	Approx. Size (Acres)	Year	Cost Per Occurrence	
				Area in Black	Area in Red
Mowing (Mowing shall occur on Monday)	Weekly *see site map for more details	9 acres	2018	\$ 210.60	\$ 140.47
			2019	\$ 214.81	\$ 143.27
			2020	\$ 219.11	\$ 146.13
Trimming	Every Other Week		2018	Included	Included
			2019	Included	Included
			2020	Included	Included
Edging	Once/Month		2018	Included	
			2019	Included	
			2020	Included	
Pre & Post Emergence Herbicide (area in black)	Spring/Early Summer		2018	\$ 550 (pre: post)	
			2019	\$ 570 (pre: post)	
			2020	\$ 590 (pre: post)	



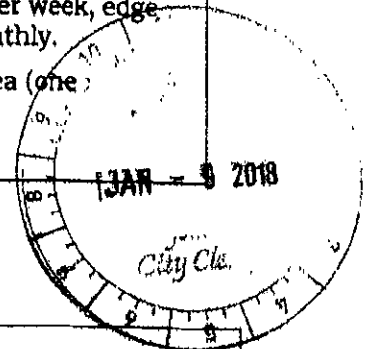
List equipment used: 3 Toro 4000's, X Mark Walk Behind 60in Mowers,

Backpack Blowers, Stick Edgers, Power sidewalk Edgers, 2-spray

Location: Gezon Booster Grounds, 5591 Gezon Court, Wyoming MI 49519



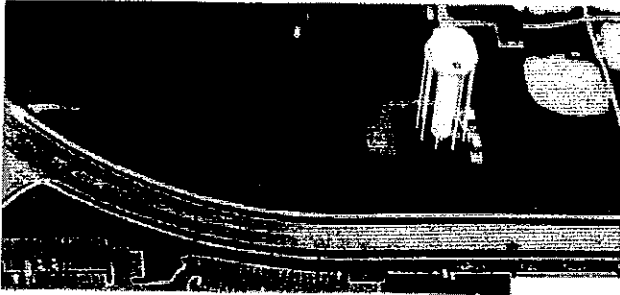
Area outlined in Red - will be mowed weekly, trim every other week, edge curb and sidewalk monthly.
Weed & Feed entire area (one application)



Service	Occurrence	Approx. Size (Acres)	Year	Cost Per Occurrence
Mowing (Mowing shall occur on Monday)	Weekly	4.5 acres	2018	\$ 192.57
			2019	\$ 195.39
			2020	\$ 198.32
Edging	Once/Month		2018	Included
			2019	Included
			2020	Included
Trimming	Every other week		2018	Included
			2019	Included
			2020	Included
Pre & Post Emergence Herbicide (one application)	Spring/early Summer		2018	\$ 630 (pre: post)
			2019	\$ 650 (pre: post)
			2020	\$ 670 (pre: post)

List equipment used: 3 Toro 4000s, X Mark Walk Behind 60 in Mowers,
Backpack Blowers, Stick edgers, Power Sidewalk Edgers, Z-Spray

Location: Gezon Elevated Tank, 5651 Gezon Court, Wyoming, MI 49519

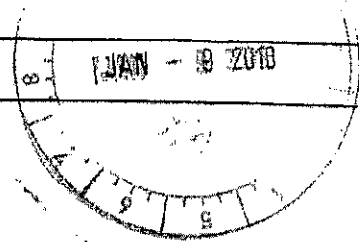


Area outlined in Red - will be mowed weekly, trim every other week, edge curb and sidewalk monthly.

Weed & Feed entire area (one application)

Service	Occurrence	Approx. Size (Acres)	Year	Cost Per Occurrence
Mowing (Mowing shall occur on Monday)	Weekly	2 acres	2018	\$ 92.67
			2019	\$ 94.52
			2020	\$ 96.41
Edging	Once/Month		2018	Included
			2019	Included
			2020	Included
Trimming	Every other week		2018	Included
			2019	Included
			2020	Included
Pre & Post Emergence Herbicide (one application)	Spring/Early Summer		2018	\$ 350 (pre & post)
			2019	\$ 370 (pre & post)
			2020	\$ 390 (pre & post)

List equipment used: 3 Toro 4000's, X Mark Walk Behind 60 in Mowers,
Backpack Blowers, Stick Edgers, Power Sidewalk Edgers, 2-Spray



Location: Low Service Grounds, 4707 Lakeshore Drive, Holland, MI 49424

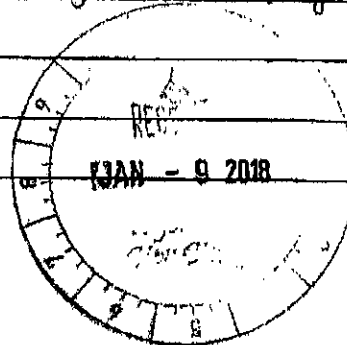


Low Service

Mow weekly, trim every other week, edge sidewalks monthly, Weed & Feed in spring.

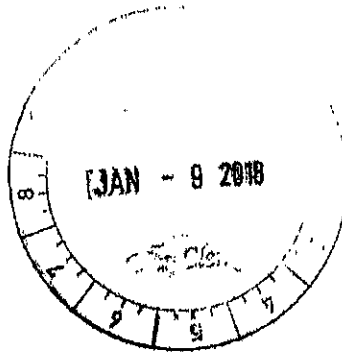
Service	Occurrence	Approx. Size (Acres)	Year	Cost Per Occurrence
Mowing (Mowing shall occur on Monday)	Weekly	3.25 acres	2018	\$ 78.00
			2019	\$ 80.33
			2020	\$ 81.94
Edging	Once/Month		2018	Included
			2019	Included
			2020	Included
Trimming	Every other week		2018	Included
			2019	Included
			2020	Included
Pre & Post Emergence Herbicide	Spring/Early Summer		2018	\$ 245 (pre: post)
			2019	\$ 265 (pre: post)
			2020	\$ 285 (pre: post)

List equipment used: 3 Toro 4000's, X Mark Walk Behind 60 in Mowers
Backpack Blowers, Stick Edgers, Power Sidewalk Edgers, 2-Spray



State percentage discount, if any, off from each of the above listed prices if awarded:

2 Locations: _____ %
3 Locations: _____ %
4 Locations: _____ %
5 Locations: 1 %
6 Locations: _____ %



State number of years in the business of turf maintenance: 44 Years

Member of the Association of Grand Rapids Landscape Professionals (AGRLP):

Yes Number of years: 25+ No _____

Member of the Michigan Nursery and Landscape Association:

Yes Number of years: 25+ No _____

30 Days
TERMS _____

Heyboer Landscape Maintenance, Inc
COMPANY _____

4735 8th St
STREET ADDRESS _____ PO BOX _____

Caledonia MI 49316
CITY STATE ZIP CODE

616-877-4077 office@heyboerlandscape.com
BUSINESS PHONE CELL PHONE EMAIL ADDRESS (REQUIRED)

1ST AMENDMENT TO HEYBOER LANDSCAPE MAINTENANCE CONTRACT

This 1st Amendment to Heyboer Landscape Maintenance Contract is made as of January 19, 2021 ("1st Amendment"), to amend the Lawn Care Maintenance Services contract dated January 9, 2018 (the "Contract"), between the City of Wyoming ("City") and Heyboer Landscape Maintenance, Inc ("Contractor").

BACKGROUND

The Contractor was proposed holding the Contract's current pricing and extending the Contract through the 2020 lawn cutting season.

AMENDMENT

1. The term of the Contract is extended until November 30, 2023 with the current pricing stated in the Contract.
2. All other terms of the Contract will remain unmodified and in full effect.

The parties have signed this 1st Amendment as of the date first written above.

CITY OF WYOMING

HEYBOER LANDSCAPING MAINTENANCE INC.

By: _____
Jack A. Poll, Mayor

By: *Randy Heyboer*
Randy Heyboer, President

By: _____
Kelli A. Vandenberg, Clerk

Date signed: January 6, 2021

Date signed: January , 2021

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM
HAMLETT ENVIRONMENTAL TECHNOLOGIES CO. FOR THE
PURCHASE OF ONE PROGRESSIVE CAVITY PUMP AND TO AUTHORIZE
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. City Council awarded a bid for the purchase of one progressive cavity pump to Hamlett Environmental Technologies Co. on January 20, 2020 via Resolution number 26589.
2. As detailed in the attached staff report, Hamlett Environmental Technologies Co. has submitted a proposal to hold the original bid price of \$29,490.00 for the purchase of an additional progressive cavity pump.
3. It is recommended the City Council accept the proposal.
4. Funds are available in the Clean Water Plant capital outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Hamlett Environmental Technologies Co. for the purchase of a progressive cavity pump.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 18, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: January 4, 2021
Subject: Purchase of a Progressive Cavity Pump
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: January 18, 2021

RECOMMENDATION:

It is recommended the City Council award the bid proposal as provided by Hamlett Environmental Technologies Co. in the amount of \$29,490.00 for one progressive cavity pump.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day to day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant utilizes two progressive cavity pumps to move sludge discharged from the centrifuges in the “C” building to the holding tanks located in the “A” building. The plant’s day-to-day operation is heavily dependent on this pumping technology as the two pumps cycle on and off throughout the day to move sludge that is continuously being dewatered.

City Council approved Resolution #26589 on January 20, 2020 to replace one progressive cavity pump with a Seepex pump purchased from Hamlett Environmental Technologies Co. The new Seepex pump, installed by Clean Water Plant maintenance staff, has proven to perform well and is withstanding the higher pressures of dewatered sludge. The second progressive cavity pump has been in service for more than 15 years and is unable to handle the higher system pressures of dewatered sludge. Due to the cost of replacement parts to upgrade the pump to meet the required performance needs, it is prudent to replace the second pump with a new Seepex pump.

Considering the pump had already been competitively bid in January 2020 and that Hamlett Environmental Technologies Co. was the low bidder, they were contacted for replacement of the second progressive cavity pump in the “C” building. Hamlett Environmental Technologies Co. agreed to hold the original bid proposal of \$29,490.00 until January 31, 2021. Therefore, it is recommended the City Council approve Hamlett Environmental Technologies Co. bid proposal of \$29,490.00 for a second Seepex progressive cavity pump.

BUDGET IMPACT:

Adequate funds exist and have been budgeted for in the Clean Water Plant capital outlay account #590-590-54400-986.444.



11/19/2020

Dan Kleinheksel
City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Re: Seepex Progressive Cavity Pump Proposal

Dear Dan,

Hamlett Environmental agrees to “hold” the pricing on the previously submitted proposal for the Seepex Progressive Cavity Pump. Below are the details:

Proposal Number 010920JW
Bid Price \$29,490.00
Seepex Model SCT BN 52-12S

Pricing on this proposal will be valid until 01/31/2021.

Please let me know if you have any questions. Thank you!

Sincerely,

Jennifer Wagner

Jennifer Wagner
Vice President
Hamlett Environmental Technologies Co.

517-294-7512
jenw@hamlettenvironmental.com



Hamlett Environmental Technologies

905 Gulley Rd
Howell, MI 48843
(517)545-2500

January 9, 2020

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

Subject: One Progressing Cavity Pump Bid

To Whom it may Concern,

Enclosed is our bid proposal for the One Progressing Cavity Pump. Enclosed you will find:

- Cover Letter
- Hamlett Environmental Proposal
- Bid Form
- Bid/Proposal Specifications with Price

Please let me know if you have any questions.

Sincerely,

Jennifer Wagner
Hamlett Environmental Technologies Co.
517-294-7512 cell phone
jenw@hamlettenvironmental.com



Hamlett Environmental Technologies

Project: One Progressing Cavity Pump
Wyoming City Clerk's Office
Wyoming City Hall
1155 28th St SW
Wyoming, MI 49509

Quote #: 010920JW
Date: 01/09/2020
Terms: Net 30 days
Pricing: Valid 60 days
Freight: FOB Factory
Page 1 of 1

Proposal

Item #	Part Number and Description	QTY	Unit Price	Ext Price
1	Seepex Progressive Cavity Pump- SCT BN 52-12S 2 8% Sludge 140 GPM @ 100 PSI * Per Specification, No Exceptions Taken Options include: * Inspection Ports * Dry Run Protection Device - TSE * Ashcroft Isolation Ring with High Pressure Switch * Right Angle Drive * Including one (1) day start up Service * 3 Year Warranty	1	\$29,490.00	\$29,490.00
2	Freight Included	1		
			TOTAL	\$29,490.00

- Notes:
1. This price does not any applicable tax or any installation service.
 2. Freight Estimate to Site included Above
 3. Wiring, piping or anything not specifically indicated above is not included.
 4. Lead time is estimated at 8-10 weeks ARO.

Signed: Jennifer L Wagner
Hamlett Environmental Tech. Co.
Ph #517-545-2500



BID/PROPOSAL FORM

Bid/Proposal for One Progressing Cavity Pump

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

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

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

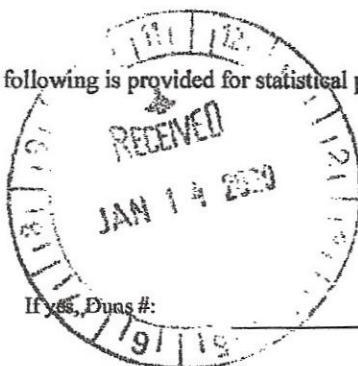
Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder/contractor a:

Woman Owned Company?

Minority Owned Company?

Section 3 Certified Contractor?



YES

NO

If yes, Duns #:

Hamlett Environmental Technologies Co.

[Proponent's full name]



[Signature for proponent]

Jennifer Wagner, Vice President

[Printed name and title of person signing]



[2nd signature for proponent]

Scott Kafka, President

[Printed name and title of 2nd person signing]

Date signed: 01-09-2020

905 Gulley Rd

[Proponent's street address]

517-545-2500

[Proponent's business phone]

Howell, MI 48843

[City]

[State]

[Zip]

517-294-7512 Jennifer, 517-256-4689 Scott

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

jenw@hamlettenvironmental.com or scottk@hamlettenvironmental.com

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

Corporation

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

BID/PROPOSAL SPECIFICATIONS

PROGRESSIVE CAVITY PUMP

The City of Wyoming Clean Water Plant will be replacing one existing progressive cavity pump. The pump bid shall be manufactured by Seepex. The pump shall be close coupled and shall fit in the current location of the existing pump being replaced with minimal modifications. The pump package being supplied shall include both the pump assembly and the motor driving the pump assembly. The flow and pressure characteristics are stated in the specifications listed below. The pump supplier or its representatives can visit the site by contacting Dan Kleinheksel, Utility Maintenance Manager at 616-738-4957 or email kleinhekseld@wyomingmi.gov.

The pumping unit shall be of the self-priming, positive displacement, progressing cavity type specifically designed with a stator consisting of two halves. This type of Smart Conveying Technology is herein after referred to as SCT.

1. Performance and Design Requirements

- A. SCT pumps shall be specifically designed and selected for continuous duty pumping of liquids and sludge in all market sectors.
- B. The sludge properties shall be as follows: Maximum 8% and Minimum 3% Percent Solids, pH of 5-9, and temperature rating of 32°F to 113°F
- C. The pump shall be of the compact, close-coupled design. The gear reducer shall be sized for a minimum service factor of 1.5 and designed with a thrust load capability of 150 percent of the actual thrust load.
- D. The pump, along with associated drive appurtenances, shall be mounted on common fabricated steel base plates.
- E. The SCT progressing cavity pumps shall have the following operating characteristics based on 90 TDH:
 - Pump capacity rating shall be minimum of 140 GPM
 - Differential pressure rating shall be minimum of 100 PSI
 - Pump speed shall maximum of 253 RPM
 - Suction and discharge port size shall be 6"
 - Motor shall be minimum of 20 HP
 - Motor shall be rated for variable speed drive
- F. The rotor shall be of Tool Steel – Ductile Chromium Coating
- G. The stator shall be NBR – Perbunan
- H. The pump body shall be cast iron.
- I. The pump shall be equipped with a single mechanical seal.
- J. The pump shall be a two-stage design employing a convoluted helical rotor operating in a similarly convoluted stator. The convolutions shall be configured to form a cavity between the rotor and stator, which shall progress from the pump's inlet to discharge port with the operation of the rotor. The fit between the rotor and stator at the point of contact shall compress the stator material sufficiently to form a seal and to prevent leakage from the discharge back to the inlet end of the pumping chamber. The stator shall be molded in two halves and assembled with a Segment Retainer for positioning of the stator halves and Adjusting Segments to seal the stator halves and adjust the stator clamping. Flanged sealing sections shall be molded integral to the stator segments preventing the metal stator reinforcement from contacting the pumped liquid. Gaskets or "O" rings may not be used to form this seal. Rotor and Stator design shall allow for pump to be serviceable in place, without dismantling of connected piping. Pump design shall also allow for in place inspections and parts replacement.
- K. Stators for sludge pump shall have Buna elastomer. The rotor shall be designed to fit directly into the coupling rod via a pin type connection for easy replacement or maintenance. The sludge pump rotors shall be constructed of tool steel. Additionally, the sludge pump rotors shall have a chromium nitride coating (Duktil) with minimum thickness

PRICING SHEET

PROGRESSIVE CAVITY PUMP

State below the total price for one progressive cavity pump delivered to the City of Wyoming Clean Water Plant, 2350 Ivanrest SW, Wyoming, Michigan 49418:

\$ 29,490.⁰⁰ total price for one progressive cavity pump

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FROM
DEZURIK FOR BALL VALVES AND TO AUTHORIZE PAYMENT
TO DEZURIK FOR 10% OF THE COST OF THE VALVES

WHEREAS:

1. As detailed in the attached staff report, because of the long lead time in manufacturing the large valves needed to address the Water Plant yard piping, it is recommended City Council authorize a 10% payment in the amount of \$268,284.00 to DeZurik to begin construction of six valves.
2. Upon entering into a contract with a general contractor in the future for the construction phase of the project, the remainder of valve costs will be reflected in that contract cost.
3. Funds are budgeted in the Water Treatment Plant capital outlay account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize acceptance of a quotation from DeZurik for ball valves and authorizes a 10% payment in the amount of \$268,284.00 to DeZurik to begin construction of six valves.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: January 13, 2021
Subject: Water Treatment Plant Yard Piping Valves
From: Robert Veneklasen, Water Plant Superintendent
Meeting Date: January 18, 2021

RECOMMENDATION:

It is recommended the City purchase five 54" and one 42" DeZurik brand ball valves at a cost of \$2,682,840.00. This is a procurement purchase so the indicated cost is an initial 10% of the total cost of the valves, or \$268,284.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The valves installed as part of the yard piping project will serve the City and its customers for many years by providing better water flow management along with resilience and reliability, thereby ensuring an abundant and safe drinking water supply.

DISCUSSION:

The failure of the 54" transmission main in August of 2020 highlighted the need to address the plant's yard piping sooner than originally planned. Because of the long lead time in manufacturing the large valves needed, the valves for this project need to be ordered now, prior to competitively bidding the actual construction of the project. Construction would then commence in the low pumping season in winter 2022.

Working with our consulting engineer, we determined that a metal-seated ball valve offers the best, long term solution. Further, the use of metal-seated ball valves is consistent throughout the water plant's existing discharge piping and transmission mains. Valves of this size are produced only by a small number of manufacturers, but the DeZurik valve company is the only manufacturer offering a metal-seated 54" ball valve. Due to this, it is not possible to obtain competitively bid pricing on these valves, so we instead required evidence of costs for similar projects utilizing this type and size of valves to ensure the cost incurred by the City is reasonable and customary.

The procurement contract is established with a 10% payment by the City to have the manufacturer construct the six valves. Upon entering into a contract with a general contractor in the future for the construction phase of the project, the remainder of valve costs will be reflected in that contract cost.

BUDGET IMPACT:

The initial 10% cost obligation of \$268,840.00 for the six valves will be drawn from the Water Treatment Plant capital outlay account, 591-591-57300-986.444.

CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$7,500)

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

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905.

"Effective Date" means: January 12, 2021.

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

"Proposal" means the Supplier's proposal attached as Exhibit B and includes any City-issued plans and specifications on which the supplier's proposal is based.

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

"Supplier" means:

DeZURIK, Inc.
[Name of supplying entity]
A ~~Ontario, Canada Corporation~~ Delaware Corporation *BMB*
[State and type of entity, e.g., corporation, limited liability company, etc.]
~~385 Franklin Blvd.~~ 250 Riverside Avenue North
[Supplier's street address]
~~Cambridge, ON N1R0G7, Canada~~ Sartell, MN 56377 USA
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal. (Items described in attached DeZURIK Quotation #208669 dated 1-8-2021. Copy attached.)
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants, except for those specifically waived or modified in this paragraph Supplier is complying with and will comply with the Standard Terms and Conditions. Waived or modified conditions are as follows:

Exhibit B: Addendum to Purchase Order will supersede the City of Wyoming's City Purchasing Standard Terms and Conditions (Exhibit A) where applicable.

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

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

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

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

DeZURIK, Inc.

By: *Bryan Burns*

[Signature officer, director or principal of Supplier]
Bryan Burns, CEO & President

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

Date signed: January 13, 20 21

CITY PURCHASING STANDARD TERMS AND CONDITIONS

1. **Applicability.** Except as modified in writing signed by the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions apply to City of Wyoming ("City") purchases ("Purchase" or "Purchases") of parts, equipment or other goods that do not involve any services from the supplier of those items ("Supplier"). By signing a City contract or acknowledging below, Supplier attests it complies with and will comply with them.

2. **Legal Compliance.** Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.

3. **Qualifications.** Supplier represents and promises that:

A. Neither Supplier nor any of its principals, owners, officers, shareholders, key employees, directors, members or partners (i) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding the Purchase been convicted of or had a judgment against it/him/her for fraud or a criminal offense in connection with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or otherwise criminally charged with any of the offenses enumerated in this certification; or (iv) has within 3-years preceding the Purchase had a public transaction terminated for cause or default.

B. Supplier is not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

C. Supplier is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

4. **Diversity and Inclusion.** Supplier will not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law, including the Elliott-Larsen Civil Rights Act, 1976 PA 453, the Persons with Disabilities Civil Rights Act, 1976 PA 220, the following federal acts: (a) Title VI of the Civil Rights Act of 1964, as amended, which as clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP); (b) the Age Discrimination Act of 1975, as amended, (42 USC §6101 *et seq.*); and (c) §504 of the Rehabilitation Act of 1973, as amended, (29 USC §794).

5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to the Purchase award; (ii) attempt to influence or appear to influence an elected or appointed City officer or City employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of the Purchase. No owner, director, officer, member, partner or key

employee of Supplier and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization of Supplier is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.

6. **Intellectual Property.** Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.

7. **Quality.** Unless otherwise stated in the Supplier's proposal, all materials and items supplied in the Purchase shall be new, the best of their respective kind, and free from defects.

8. **Taxes.** City is generally exempt from federal and state taxes and a copy of its tax certificate of exemption can be requested by contacting the City Finance Department.

9. **Manufacturer Information and Warranties.** Supplier shall provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

10. **Records.** City is a public entity and receives funds from other governmental agencies, so City is required to retain, be able to obtain, and/or audit records related to City purchases. Supplier will retain all records related to the Purchase for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

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

12. **Independence.** Supplier is independent of City and none of Supplier's personnel shall be or be represented to be City officers or employees. Supplier is solely responsible for the acts, omissions and statements of Supplier's personnel.

**Exhibit B
Proposal**

ADDENDUM TO PURCHASE ORDER

This Addendum to P.O. ("Addendum") is entered into January 12, 2021, between DeZURIK, Inc. ("Supplier") and City of Wyoming, Michigan ("City"). This Addendum modifies and supplements the purchase order number _____ . (Project: WTP Discharge Piping Improvements)

The terms and conditions of this Addendum supersede any inconsistent terms and conditions contained in the purchase order specified above or any other related documents of either party.

Payment Terms: Progress payment shall be made to Supplier Net 30 days from Supplier's shipment/invoice date for the Payment Milestones defined below. City agrees payment terms shall apply for each shipment of product or provision of service related to the unit pricing in the Purchase Order Scope of Work.

- 10% Upon acceptance of final proposal and approval of submittals
- 85% upon delivery of the valve(s)
- 5% upon substantial completion, however not to exceed December 31, 2022.

Assignment/Transfer: Supplier agrees to accept assignment/transfer of the agreement to Contractor based upon the following conditions. Upon assignment/transfer of the agreement from the City to Contractor a new Purchase Order will be issued between Contractor and Supplier with the same terms and conditions as mutually agreed between the City and Supplier for the portion of the contract to be assigned/transferred to Contractor. Pricing of the material(s) in aggregate provided under this contract shall remain firm for the material(s) included on the original quotation when assigned/transferred to Contractor. Contractor shall be required to provide City a performance bond for the value of the contract assigned/transferred and a copy of such bond provided to Supplier for their records.

Delivery: Schedule for delivery shall be mutually agreed and coordinated with Contractor. Supplier shall not be liable for delays in delivery or other performance due to causes beyond its reasonable control. Supplier shall use reasonable commercial efforts to ensure on time delivery schedule.

Warranty: Supplier's standard warranty shall apply. Warranty period shall be two years from Supplier's shipment invoice date.

Limitations of Liability: Neither party shall be liable to the other party for any special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of use, under, arising from, or relating to this Purchase Order. Notwithstanding anything herein or elsewhere to the contrary under this contract, Supplier's liability to City for claims for any loss arising out of Supplier's performance of or failure to perform this order shall not exceed the amount paid by City to Supplier under this contract.

City of Wyoming, Michigan

By: _____
Print: _____
Title: _____

DeZURIK, Inc.

By: *Bryan Burns*
Name: Bryan M. Burns
Title: CEO & President

DeZURIK Quotation



Date of Quote: 01-08-2021
Quote Number: 208669
Project Name: Wyoming
I.D. (Rep. Use): EMG
Line of Business: 4941 - Municipal Water Treatment
Make Order To: DeZURIK, Inc.
 C/O Kennedy Industries
 USA

Currency and Values expressed in USD (\$)

Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
1	5Y-V-27, 5Y-V-28, 5Y-V-29	3	Direct Bury Valves VBL,54,DS,F1,DI,250,ML-DIS5-S2,SH,FR,DTR*X Modified VBL: Style - AWWA Metal Seated Ball Valve 54: Size - 54 Inch (1400mm) DS: Body Style - Double Seated F1: End Connection - Flanged; ASME Class 125/150 DI: Body Material - Ductile Iron 250: Working Pressure - Class 250 PSI ML: Body/Adaptor Seat Ring - Monel DIS5: Shaft - Ductile Iron Ball and 17-4PH Stainless Steel S2: Ball Seat Material - 316 Stainless Steel SH: Shut Off Setting - ****Specify Seat Shut-Off pressure setting for actual operating conditions as 2nd line info. To be set after final shop test **** FR: - ****Specify Flow Velocity in feet per second as 2nd line info on the order**** Coating or Paint: X - 10 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND Blue DeZURIK Epoxy (NSF Std. 61), and on Exterior with Standard (SP10) surface prep DTR: Option - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report X: Actuator Type - IW14 6071:1 MAN Input FA60 Output Modification: 10 FOOT ENGS CS EXTENSION WITH POSITION INDICATOR Modification: CERTIFIED MATERIAL TEST REPORTS SPECIAL TAGGING MANUFACTURERS LETTER SHOP TESTING PROCEDURE AND REPORTS	\$483,117.00	\$1,449,351.00

DeZURIK Quotation



Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
2	5Y-V-31	1	Valve chamber VBL,42,DS,F1,DI,250,ML-DIS5-S2,SH,FR,DTR*X Modified VBL: Style - AWWA Metal Seated Ball Valve 42: Size - 42 Inch (1100mm) DS: Body Style - Double Seated F1: End Connection - Flanged; ASME Class 125/150 DI: Body Material - Ductile Iron 250: Working Pressure - Class 250 PSI ML: Body/Adaptor Seat Ring - Monel DIS5: Shaft - Ductile Iron Ball and 17-4PH Stainless Steel S2: Ball Seat Material - 316 Stainless Steel SH: Shut Off Setting - ****Specify Seat Shut-Off pressure setting for actual operating conditions as 2nd line info. To be set after final shop test **** FR: - ****Specify Flow Velocity in feet per second as 2nd line info on the order**** Coating or Paint: X - 10 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND Blue DeZURIK Epoxy (NSF Std. 61), and on Exterior with Standard (SP10) surface prep DTR: Option - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report X: Actuator Type - IW12/IR4/AS5 2374:1 Fig. B1 Orient. West MAN IP FA48 OP Modification: 10 FOOT ENGS CS EXTENSION WITH POSITION INDICATOR Modification: CERTIFIED MATERIAL TEST REPORTS SPECIAL TAGGING MANUFACTURERS LETTER SHOP TESTING PROCEDURE AND REPORTS	\$262,255.00	\$262,255.00
3	5Y-V-30, 5Y-V-32	2	Valve chamber VBL,54,DS,F1,DI,250,ML-DIS5-S2,SH,FR,DTR*X Modified VBL: Style - AWWA Metal Seated Ball Valve 54: Size - 54 Inch (1400mm) DS: Body Style - Double Seated F1: End Connection - Flanged; ASME Class 125/150 DI: Body Material - Ductile Iron 250: Working Pressure - Class 250 PSI ML: Body/Adaptor Seat Ring - Monel DIS5: Shaft - Ductile Iron Ball and 17-4PH Stainless Steel S2: Ball Seat Material - 316 Stainless Steel SH: Shut Off Setting - ****Specify Seat Shut-Off pressure setting for actual operating conditions as 2nd line info. To be set after final shop test **** FR: - ****Specify Flow Velocity in feet per second as 2nd line info on the order**** Coating or Paint: X - 10 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND Blue DeZURIK Epoxy (NSF Std. 61), and on Exterior with Standard (SP10) surface prep DTR: Option - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report X: Actuator Type - IW14 6071:1 MAN Input FA60 Output Modification: 10 FOOT ENGS CS EXTENSION WITH POSITION INDICATOR Modification: CERTIFIED MATERIAL TEST REPORTS SPECIAL TAGGING MANUFACTURERS LETTER SHOP TESTING PROCEDURE AND REPORTS	\$483,117.00	\$966,234.00
4		1	NET PRICE FOR FIELD SERVICE TO START UP AND CERTIFY VALVES.	\$5,000.00	\$5,000.00

DeZURIK Quotation



Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
Total					\$2,682,840.00

Comments

This quotation is a revision to the budgetary quote from Kennedy Industries #36257 dated 10/27/2020. This latest revision includes the addition of actuator extension assemblies and position indicators.

RESOLUTION NO. _____

RESOLUTION TO AWARD PROPOSALS FOR PRESORT AND RELATED SERVICES AND
TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached staff report, proposals were accepted to provide presort and related services.
2. It is recommended the City accept the proposals from Kent Communications, Inc. and Extend Your Reach of West Michigan (d.b.a. Extend Your Reach).
3. It is estimated the City will spend approximately \$15,000 annually for presort and related services.
4. Funds are available in various City departmental accounts and will be charged to the appropriate account at the time of service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposals for presort and related services from Kent Communications, Inc. and Extend Your Reach of West Michigan (d.b.a. Extend Your Reach) through February 19, 2022.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

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 January 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contracts (2)

Resolution No. _____

STAFF REPORT

Date: January 13, 2021
Subject: Presort and Related Services
From: Laura Jackson, Administrative Offices/Purchasing
Date of Meeting: January 18, 2021

RECOMMENDATION:

It is recommended City Council accept proposals from Kent Communications, Inc. and Extend Your Reach of West Michigan (d.b.a. Extend Your Reach) to provide presort and related services through February 19, 2022.

COMMUNITY, SAFETY, STEWARDSHIP:

In 2014 the City discontinued its in-house Print Shop that printed materials, and metered and delivered mail to the post office. Eliminating the print shop also eliminated postage meter repair, maintenance and supplies as well as wages for 1.5 employees. Using a presort company also reduces the cost of postage for a first class letter from 55 cents to 46 cents.

DISCUSSION:

Since 2005, only two companies, Kent Communications, Inc. and Extend Your Reach, have submitted responses when the City sent out proposals for presort and related services. It was determined to be in the best interest of the City to request proposals from both companies to provide these services for the upcoming year.

Kent Communications, Inc. will provide the daily pick up of outgoing mail, weighing, metering, presorting and delivery to the post office as Extend Your Reach has disbanded their mail pick up effective July 26, 2019.

Kent Communications, Inc. and Extend Your Reach will be used by various departments for larger presort related services. Examples include data processing, file conversion, addressing, collating, inserting, etc. In order to obtain the best possible prices based on individual department needs, it is recommended the City Council accept the proposals from both companies.

BUDGET IMPACT:

Funds for the presort related services are available in various departmental accounts and will be charged to the appropriate account at the time of service. It is estimated the annual expenditure will total approximately \$15,000.00.

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

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

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

"Effective Date" means: _____, 20__.

"Professional" means: Kent Communications, Inc.
[Name of professional entity]

A S corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3901 East Paris Avenue SE
[Professional's street address]
Grand Rapids, MI 49512
[Professional's city, state & zip]

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

"Services" means: Presort & Related Services
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

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

None

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Brian P. Quist

[Professional's name]

By: Brian P. Quist
[Signature officer, director or principal of Professional]

Brian P. Quist President
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: January 12, 2021

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

5. Qualifications. Professional represents and promises that:

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

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

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

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

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

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

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

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

9. W-9. Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

10. Document Ownership and Use. All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. Intellectual Property Guaranty. Professional guarantees the sale or use of software, records or other intellectual property

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

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

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

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

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

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

17. Insurance.

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

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

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

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

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

ACKNOWLEDGEMENT

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

Brian P. Quist

(Signature)

Brian P. Quist President

(Printed Name and Title of Person Signing)

Brian P. Quist

(Printed Name of Professional)

Date signed: January 12, 2020

Exhibit B



1/6/2020

City of Wyoming

To Whom it May Concern,

KCI's contract with the City of Wyoming is expiring.

Currently KCI is the only company providing daily mail pickup and metering that is mailing same day in Grand Rapids.

We are willing to extend the contract for the City if we can change our metering fee for letters from \$0.02 to \$0.035 ea. If this change had been made during the year 2020 the cost of processing fees would have increased by a total of \$584.95.

Please contact me with questions at (616)957-2120 or BrianQ@KentCommunications.com

Sincerely,

Brian Quist
President

CITY OF
Wyoming
MICHIGAN

BID PROPOSAL FORM PRESORT AND RELATED SERVICES

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

Service	Unit of Measure (Example: Per File, Thousand, etc.)	Bid Pricing			Turn Around Time (hours, days, etc.)
		1 st Year	2 nd Year	3 rd Year	
DATA PROCESSING					
File Conversion	⊖	⊖	⊖	⊖	1-2 Days
National Change of Address (NCOA)	\$75 Per File	\$75 Per File	\$75 Per File	\$75 Per File	1-Day
Address Standardization, Zip Code Correction, Barcode Generation, Carrier route/Zip + 4 Coding	⊖	⊖	⊖	⊖	1-Day
Cass & Sort (PAVE Certified)	\$9/m min \$45	\$9/m min \$45	\$9/m min \$45	\$9/m min \$45	1-Day
Merge/Purge	\$4/m min \$75	\$4/m min \$75	\$4/m min \$75	\$4/m min \$75	1-Day
Data Entry – Per Line	\$100/hr	\$100/hr	\$100/hr	\$100/hr	1-3 Days
Laser Printing - Sheet Fed - One Sided (8.5 x 11)	\$33.91/m	\$33.91/m	\$33.91/m	\$33.91/m	1-2 Days
ADDRESSING					
Ink-Jet Printing w/Sort	\$17/m Min \$85	\$17/m min \$85	\$17/m Min \$85	\$17/m Min \$85	1-Day
Cheshire Labeling	— Don't Process —				
INSERTING					
Machine Inserting (up to 6 x 9 Envelope)	*1 insert = \$30/m min \$200	\$30/m min \$200	\$30/m min \$200	\$30/m min \$200	1 Day
Machine Match Inserting (Per Match – In addition to Inserting Cost)	1 insert / 2 way match \$20/m min \$250	\$20/m min \$250	\$20/m min \$250	\$20/m min \$250	1 Day
PRINTING SERVICES					
PRESORTING SERVICES					
MLOCR Processing (Commingling and Barcoding of 1 st Class and/or Standard)	see separate quote				
Reject Processing	see separate quote				

Service	Unit of Measure (Example: Per File, Thousand, etc.)	Bid Pricing			Turn Around Time (hours, days, etc.)
		1 st Year	2 nd Year	3 rd Year	
FASTforward and Mail Processing (Per Hit) (USPS Address Change Processing)		see separate quote			
Weight & Meter		see separate quote			
OTHER SERVICES					
Machine Folding (V,C Z, or Legal V)	\$8/m min \$60	\$8/m min \$60	\$8/m min \$60	\$8/m min \$60	1 Days
Machine Tabbing (1 st Position – White Tab)	\$22/m min \$10.	\$22/m min \$10	\$22/m min \$10	\$22/m min \$10	1 Day
2 nd Position – White Tab	+\$2/m min \$120	+\$2/m min \$120	+\$2/m min \$120	+\$2/m min \$120	1 Day
Stamping (Via Machine)	\$18/m min \$90	\$18/m min \$90	\$18/m min \$90	\$18/m min \$90	1 Day
Collating	\$100/hr	\$100/hr	\$100/hr	\$100/hr	1+ Days
Specialty Hand Work	\$100/hr	\$100/hr.	\$100/hr	\$100/hr.	1+ Days
Mailing List Rental	\$210 Min.	\$210 Min	\$210 Min.	\$210.Min	1-2 Days
International Shipping	Depends on piece type				1+ Days
Delivery Into Canadian Postal Service	⊖	⊖	⊖	⊖	1 Day
Delivery to USPS (Grand Rapids or Wyoming)	\$12	\$12	\$12	\$12	1 Day



Daily Automation – Description of Services Full Service

Full Service: KCI will post all of City of Wyoming's letter mail at the Presort First Class rate. This rate is .458 – 1oz, .458 – 2oz, .458 – 3oz, .458 – 3.5oz. KCI will collect the mail daily and sort it on our United States Postal Service (USPS) certified sorting machine, which is the same type of machine the USPS uses to barcode mail. Letters from all of our customers are bar-coded and comingled creating a large multi-weight and multi-rate mailing so that we might achieve the lowest possible postage rates. KCI receives a rebate from the USPS for mail which is mailed at a lower rate than the rate metered on the mail piece. Mail must meet stringent USPS requirements and is verified by a sampling procedure by KCI's on-site USPS employee. Your letters are delivered pre-sorted to the Grand Rapids Post Office the same evening it is picked up.

Metering Fee \$0.02/ea.

Full Service Flats: KCI mail production crew will apply postage at a discounted rate. Discounts earned will cover the cost of KCI applying postage to Flats. KCI will process and mail flats the NEXT DAY.

Full Service Parcels (Priority & First Class): KCI mail production crew will apply postage at a discounted rate. City of Wyoming will be billed monthly at the Retail rate. Discounts earned will cover the cost of KCI applying postage to Parcels. KCI will process Parcels the NEXT DAY.

Full Service Miscellaneous Mail: KCI mail production crew will meter Media Mail, Foreign, Certified etc. mail at full rate. KCI will process and mail Certified NEXT DAY.

Metering Fee \$0.06/ea.

Monthly Mail Courier: Fee \$65.00/month.

Pickup Time: 4:30 daily

Limitations:

Certified mail: If the PS Form 3800 is in-tact, the mail piece will be round stamped by the post office at no additional charge THE NEXT BUSINESS DAY. Write "CITY OF WYOMING" on the PS Form 3800 so we can return them to you.

USPS Overnight Mail: KCI will **not accept overnight mailing envelopes or packages**. Overnight mail will be returned to your mail center with the following day's pick-up.

Charges and rates: See above. Service requires a postage deposit to be held at KCI. Postage and fees billed monthly. Terms Net 30.

Brian Quist, President, Kent Communications, Inc.

Name and Title, City of Wyoming

Date

Total Cost for Services				<u>\$4,636.24</u>
Estimated Postage	Pieces		Rate	Postage
1st Class/5-Digit	30,000		0.3780	\$11,340.0005
Total Estimated Postage				<u>\$11,340.001</u>
Total Estimated Project Cost	30,000	Unit Price:	\$0.53	<u>\$15,976.24</u>

Postage must be paid in advance or on deposit with the Post Office.

Thank you for the opportunity to quote on this project.

Autumn Hoffman
Account Manager

Accepted :

City of Wyoming ('CLIENT')

By _____

Name _____

Title _____

Date _____

THIS PROPOSAL CONSISTS OF THIS PAGE AND PARAGRAPH 1-18 ON THE BACK SIDE

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

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

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

"Effective Date" means: _____, 20__.

"Professional" means: Extend Your Reach of West Michigan (d.b.a. Extend Your Reach)
[Name of professional entity]

A _____
[State and type of entity, e.g., corporation, limited liability company, etc.]
4908 Contec Drive
[Professional's street address]
Lansing, MI 48910
[Professional's city, state & zip]

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

"Services" means: Presort & Related Services
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

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

None

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Extend Your Reach
[Professional's name]

By: C. Ball
[Signature officer, director or principal of Professional]

CHARLIE RAHL - General Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 1 - 7, 2021

Exhibit A
CITY OF
Wyoming
MICHIGAN

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

5. **Qualifications.** Professional represents and promises that:

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

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

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

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

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

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

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

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

9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).

10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. **Intellectual Property Guaranty.** Professional guarantees the sale or use of software, records or other intellectual property

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

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

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

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

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

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

17. Insurance.

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

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid for services under the City Contract.

EXCESS/UMBRELLA INSURANCE

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

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

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

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

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

ACKNOWLEDGEMENT

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

C. Baal

[Signature]

CHARLIE BAAL - GENERAL MANAGER

[Printed Name and Title of Person Signing]

Extend Your Reach

[Printed Name of Professional]

Date signed: 1/7/2001

JOB MINIMUM: \$ 125.00

DATA PROCESSING	RATE	UNIT OF MEASURE	SETUP	TASK MINIMUM*	TURN TIME
File Conversion	\$ 25.00	Per File			1-3 days
NCOA	\$ 0.00	Per File			1-3 days
Address Correction, ZIP Code Correction, Barcode Generation, Carrier Route	\$ 2.00	Per 1,000			1-3 days
CASS & Sort	\$ 2.00	Per 1,000			1-3 days
Merge/Purge (FREE with CASS & Sort)	\$ 0.00	Per File			1-3 days
Data Entry	\$ 0.10	Per Line			1-3 days
Laser Printing (1 side / 8.5 x 11)	\$ 25.60	Per 1,000	\$ 125.00		1-3 days

ADDRESSING

Inkjet Printing w/Sort	\$ 20.00	Per 1,000			1-3 days
Machine Labeling	\$ 30.00	Per 1,000			1-3 days

INSERTING

Machine inserting was \$28.00 - new lower price is \$26.00

Machine Inserting (up to 6 x 9 envelope)	\$ 26.00	Per 1,000	\$ 35.00		1-3 days
Machine Match (per match)	\$ 19.00	Per 1,000	\$ 100.00		1-3 days

OTHER SERVICES

Machine Folding (V, C, Z, or Legal V)	\$ 9.60	Per 1,000			1-3 days
Machine Tabbing (1st position / white tab)	\$ 14.40	Per 1,000			1-3 days
Machine Tabbing (2nd position / white tab)	\$ 8.00	Per 1,000			1-3 days
Stamping (machine applied)	\$ 17.60	Per 1,000			1-3 days
Collating (by hand)	\$ 75.00	Per 1,000		\$ 150.00	1-3 days
Specialty Hand Work	\$ 80.00	Per 1,000		\$ 150.00	1-3 days
Mailing List Rental	Quote per job	Per File			1-3 days
International Shipping	Actual Postage				1-3 days
Delivery Into Canadian Postal Service	Actual Postage				1-3 days
Barcode/Sort/Delivery to USPS	\$ 12.00	Per Job Mailed			1-3 days
Pickup Fee (with at least 2 business days notice)	\$ 25.00	Per Pickup			

* Replaces Job Minimum if task is used on job.