

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, February 1, 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/3ahSxqg>.

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/92370424072.

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 [92370424072](tel:92370424072) 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, FEBRUARY 1, 2021, 7:00 P.M.

- 1) **Call to Order**
- 2) **Invocation** – Pastor Lon Hughes
- 3) **Roll Call**
- 4) **Student Recognition**
- 5) **Approval of Minutes**
From the January 18, 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
- 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**

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 Joseph Long for His Service as a Member of the Board of Review for the City of Wyoming
- b) To Confirm the Appointment of Matthew Buist as a Realtor Member of the Board of Review for the City of Wyoming
- c) To Appoint Dana J. Knight as a Member of the Community Enrichment Commission for the City of Wyoming

- d) To Appoint Gabriela De La Vega as a Member of the Greater Wyoming Community Resource Alliance for the City of Wyoming
- e) To Appoint Gabriela De La Vega as a Member of the Parks and Recreation Commission for the City of Wyoming
- f) To Appoint Luke Moeckel as a Member of the Community Development Committee for the City of Wyoming

14) Resolutions

- g) To Approve an Employment Agreement with the Deputy City Manager and to Authorize the City Manager to Execute the Agreement
- h) To Approve and Adopt By-laws for the Wyoming Retirement System Board of Trustees
- i) To Approve City Employment of a Relative of an Appointed Housing Commissioner
- j) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 52)
- k) To Authorize the Write-off of Delinquent 2014 City Property Taxes
- l) To Consider an Application from The Stray, LLC, for a New Class C Licensed Business to be Located at 4253 Division Avenue SW

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

- m) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Resurfacing of Wilson Avenue from North City Limit to South City Limit
- n) To Enter into a Code Inspection Service Agreement Between the City of Wyoming and Cascade Township and to Authorize the City Manager to Execute the Contract
- o) To Authorize Entering into Contracts for Third Party Laboratory Services and PFAS Testing and to Authorize the Mayor and City Clerk to Execute the Contracts
- p) To Accept a Proposal from Plummer's Waste Group for the Sale of Septage Receiving Equipment and to Authorize the Mayor and City Clerk to Execute the Contract
- q) To Accept a Proposal for the Replacement of Two Six Inch Plug Valves and Associated Piping at the Clean Water Plant and to Authorize the Mayor and City Clerk to Execute the Contract

16) Ordinances

- 2-21 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-401B in Article 4B (Final Reading)
- 3-21 To Amend Chapter 90 of the Code of Ordinances by Amending Section 90-418B in Article 4B (First Reading)

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 (Labor Contract Negotiations)

20) Adjournment

RESOLUTION NO. _____

RESOLUTION OF APPRECIATION TO JOSEPH LONG
FOR HIS SERVICE AS A MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. Joseph Long has served faithfully and effectively as a member of the Board of Review since December 19, 2016.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Joseph Long for his dedicated service as a member of the Board of Review.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE APPOINTMENT OF MATTHEW BUIST
AS A REALTOR MEMBER OF THE BOARD OF REVIEW
FOR THE CITY OF WYOMING

WHEREAS:

1. Matthew Buist has submitted an application requesting appointment to the Board of Review for the City of Wyoming.
2. A vacancy exists in the position of Realtor on the Board of Review for the City of Wyoming.
3. It is the desire of the City Council that Matthew Buist be appointed to a regular term ending January 31, 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Matthew Buist as a Realtor member of the Board of Review for the regular term ending January 31, 2024.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO APPOINT DANA J. KNIGHT AS A MEMBER OF THE
COMMUNITY ENRICHMENT COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Dana J. Knight has submitted an application requesting appointment to the Community Enrichment Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2023.
3. City Council wishes to appoint Dana J. Knight as a member of the Community Enrichment Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Dana J. Knight as a member of the Community Enrichment Commission for the term ending 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 February 1, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT GABRIELA DE LA VEGA AS A MEMBER
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE
FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in a term ending January 1, 2024.
2. City Council wishes to appoint Gabriela De La Vega as a member of 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 Gabriela De La Vega as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2024.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT GABRIELA DE LA VEGA AS A MEMBER OF
THE PARKS AND RECREATION COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Gabriela De La Vega has submitted an application requesting appointment to the Parks and Recreation Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2024.
3. City Council wishes to appoint Gabriela De La Vega as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby appoint Gabriela De La Vega as a member of the Parks and Recreation Commission of the City of Wyoming for the term ending June 30, 2024.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPOINT LUKE MOECKEL AS A MEMBER OF THE
COMMUNITY DEVELOPMENT COMMITTEE FOR THE CITY OF WYOMING

WHEREAS:

1. Luke Moeckel has submitted an application requesting appointment to the Community Development Committee for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2021.
3. City Council wishes to appoint Luke Moeckel as a member of the Community Development Committee.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Luke Moeckel as a member of the Community Development Committee for the term ending June 30, 2021.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN EMPLOYMENT AGREEMENT
WITH THE DEPUTY CITY MANAGER AND TO AUTHORIZE
THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. City Charter section 4.16 allows the City Manager to appoint deputies and assistants.
2. The City Manager desires to appoint John McCarter as the Deputy City Manager and recommends City Council approve the employment agreement the City Manager has negotiated with Mr. McCarter.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the employment agreement and authorizes the City Manager to execute the agreement.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Employment Agreement

Resolution No. _____

CITY OF WYOMING
EMPLOYMENT AGREEMENT
DEPUTY CITY MANAGER

THIS AGREEMENT between John Oliver McCarter, whose current address is as provided in his application for employment (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

1. TERM. The City employs and appoints the Employee as Deputy City Manager for the City. This appointment shall be effective March 15, 2021. The Employee understands that as Deputy City Manager, the Employee serves at the pleasure of the City Manager, who may terminate the Employee’s employment and appointment, for any reason or without any reason, at any time as provided by the City Charter and City Code of Ordinances.

2. PERFORMANCE. The Employee will perform the duties of Deputy City Manager as set forth in the constitution and laws of the State of Michigan, City Charter, City Code of Ordinances, City Council resolutions, established policies and regulations of the City, and as directed by the City Manager. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall perform the Employee’s duties in a competent and professional manner and shall report to and be supervised by the City Manager.

3. SERVICE DATE. The Employee’s date of service with the City shall be March 15, 2021. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

5. BENEFITS. The Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement. Benefits shall be based on a hire date of March 15, 2021.

In addition to the above-stated benefits, the Employee shall be credited with 140 hours of vacation upon starting employment. On January 1, 2022, and annually thereafter, the Employee shall be credited with 140 hours of vacation until such time as the Administrative and Supervisory Association department head vacation schedule applies.

Notwithstanding any other provision of this Agreement, the Employee shall not be eligible for a payout of any accrued benefits upon separation from employment until the Employee has been employed by the City for at least 5 years.

6. MOVING EXPENSES. The City shall reimburse Employee reasonable expenses for moving his household belongings from his residence in Pearland, Texas to his new residence, provided his new residence is within the City limits of Wyoming. Such reimbursement shall not exceed \$7,500.

Employer shall reimburse Employee for temporary rental of a residence within the City limits of Wyoming for up to six months, except that the City Manager may extend

temporary rental for up to three additional months if the Employee can demonstrate compelling reasons as to need. Such reimbursement shall not exceed \$1,000 per month for total monthly reimbursement nor include his new primary residence.

Reimbursements under this provision shall be made in the same manner as the City makes other reimbursements for travel or other business expenses and shall require filing of receipts and such other documents in accordance with those City policies and practices.

If Employee's employment is terminated pursuant to Section 7a and 7b of this Agreement prior to March 15, 2024, Employee shall reimburse the City for all of the moving and temporary rental expenses. If Employee's employment is terminated pursuant to Section 7a and 7b of this Agreement after March 15, 2024 but prior to March 15, 2026, Employee shall reimburse the City for half of the moving and temporary rental expenses.

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

a. By the Employee's resignation. The Employee shall give written notice of the Employee's resignation at least 30 days prior to its effective date. If the Employee fails to do so, regardless of any other provision of this Agreement, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee's job duties; 2) committed misfeasance, malfeasance, or nonfeasance in the Employee's position; 3) engaged in criminal

misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, regardless of any other provision of this Agreement, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The City will continue to pay for that same period the same amounts or portions of premiums for the Employee's insurance (health, dental, vision and life) that the City paid before termination of the Employee's employment under this subsection 7.c. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release in a form and substance satisfactory to the City of all

claims arising from or related to termination of the Employee's employment under this subsection 7.c.

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

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

8. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, without regard to any written or oral contracts to the contrary. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

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

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

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

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

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


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

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

15. SHORTENED LIMITATIONS PERIOD. The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission ("EEOC"), within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time

limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

Dated: January 23, 2021



John O. McCarter

CITY OF WYOMING

Dated: _____, 2021

Curtis L. Holt
City Manager

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND ADOPT BY-LAWS FOR
THE WYOMING RETIREMENT SYSTEM BOARD OF TRUSTEES

WHEREAS:

1. The Wyoming Retirement System attorney recommends that By-laws be adopted for the Retirement System Board of Trustees.
2. The Wyoming Retirement System Board of Trustees reviewed and approved the proposed by-laws at their January 18, 2021, meeting.
3. Amendments to the By-laws must be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED:

1. The By-laws of the Wyoming Retirement System Board of Trustees as attached, are approved and adopted and are effective immediately until such time as further amendments are appropriate.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

By-Laws of Wyoming Retirement System Board of Trustees

Resolution No. _____

**CITY OF WYOMING RETIREMENT SYSTEM BOARD OF TRUSTEES
BY-LAWS**

1. AUTHORITY

These By-Laws are adopted by the City of Wyoming Retirement System Board of Trustees (hereinafter referred to as the Board) pursuant to Article 14 of the City of Wyoming Defined Benefit Plan as amended and as approved by City Council, to establish and document the membership and operating rules for the Board. The Board shall have authority to invest assets of the City of Wyoming Defined Benefit Plan, the City of Wyoming Defined Contribution Plan, the City of Wyoming Retiree Medical Trust and Benefit Policy, the City of Wyoming Post-Employment Health Plan and the City of Wyoming Code Section 457(b) Plan (collectively the “Plans”). The Board shall also have the authority to administer the Defined Benefit Plan, the Defined Contribution Plan and the Code Section 457(b) Plan. The Board does not have the authority to administer the Retiree Medical Coverage as that is the sole responsibility of the City. The Board has also delegated the authority to administer the Post-Employment Health Plan to an independent benefit administrator. The Board shall exercise its authority in accordance with this document and the respective plans until the City removes the Board or reduces its authority as set forth in the respective plan.

2. MEMBERSHIP

2.1. Voting Membership. See Section 14.1 of the Defined Benefit Plan.

2.2. Term of Office; Vacancy. See Section 14.2 of the Defined Benefit Plan.

2.3. Election.

1. Nominations. Nominations shall be solicited by the secretary of the Board from the appropriate bargaining unit president at least three months before the expiration of the candidate’s term. Nominations shall be collected by the secretary of the Board, who shall prepare and distribute ballots to relevant City departments for circulation to appropriate bargaining unit members.

2. Voting. Voting shall occur at least one month prior to the expiration of the candidate’s term. Members must return their ballots to the City of Wyoming Clerk’s office for tabulation. The secretary of the Board shall disseminate the election results to the Board and appropriate bargaining unit in a timely manner.

3. OFFICERS

3.1. Selection. At its July meeting, the Board shall select from its membership a chairperson and vice-chairperson. The Board shall be staffed by a secretary and treasurer as described in Sections 14.3 of the Defined Benefit Plan.

3.2. Duties.

1. **Chairperson.** The chairperson shall preside at all meetings and shall conduct all meetings in accordance with the rules provided herein. The chairperson shall, in coordination with the secretary, be responsible for setting and reviewing the meeting agenda prior to each meeting. The chairperson shall, in coordination with the treasurer, prepare an annual budget and provide budget updates to the Board on a regular basis.
2. **Vice-Chairperson.** The vice chairperson shall act in the capacity of the chairperson in the absence of the chairperson and shall succeed to the office of chairperson in the event of a vacancy in that office, in which case the Board shall elect a successor to the office of the vice chairperson at the earliest practicable time.
3. **Treasurer.** The treasurer shall be Director of Finance or as designated by the person serving in this capacity. The treasurer shall be responsible for preparing various pension, OPEB reports, or associated financial reports , and shall serve as custodian of the assets of the retirement system except as to such assets as the Board may from time to time hold, as authorized by State law. The treasurer shall, in coordination with the chairperson, prepare an annual budget and provide budget updates to the Board on a regular basis.
4. **Secretary.** The secretary shall be the Director of Human Resources or as designated by the person serving in this capacity. The secretary shall, in conjunction with the chairperson, be responsible for the meeting agenda preparation and distribution. The secretary shall be responsible for overseeing the preparation of meeting minutes; keeping of pertinent public records; delivering communications, petitions, reports, and related items of business to the Board; issuing notices of public hearings; and performing related administrative duties to assure efficient and informed Board operations.

3.3. **Tenure.** The officers shall take office immediately following their election. They shall hold their office for a term of one year, or until their successors are elected and assume office.

3.4. **Attendance at Board Meetings.** If a trustee has an excessive number of unexcused absences, the trustee may be removed as trustee in accordance with Section 38.1141 of the Michigan Public Employee Retirement System Investment Act by the majority vote of the Board of Trustees.

4. MEETINGS

4.1. **Meeting Notices.** All meetings shall be posted at the offices of the City of Wyoming according to the Open Meetings Act. The notice shall include the date, time and location of the meeting. The City of Wyoming, including the Wyoming

Retirement System Board of Trustees, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The Retirement System Board of Trustees will coordinate with city staff to ensure the Retirement System Board of Trustees fulfills that commitment for its programs, services, and activities, including its public meetings. This includes access by persons with impairments or disabilities and those needing language assistance.

- 4.2. **Regular Meetings.** Regular meetings of the Board shall be held at least quarterly on dates established by the Board. The dates and times shall be posted and in accordance with the Open Meetings Act. Any changes in the date, time or location of regular meetings shall be posted and noticed in the same manner as originally established. When a regular meeting date falls on or near a legal holiday, the Board may select suitable alternate dates in the same month, in accordance with the Open Meetings Act.
- 4.3. **Special Meetings.** A special meeting may be called by two members of the Board upon written request to the City Manager or by the Chairperson. The business that the Board may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Open Meetings Act, and the Secretary shall notify Board members not less than 48 hours in advance of the meeting.
- 4.4. **Quorum.** In order for the Board to conduct business or take any official action, a quorum consisting of four voting members of the Board shall be present. When a quorum is not present, no official action, except for closing of the meeting, may take place. The members of the Board may discuss matters of interest, but can take no action until the next regular or special meeting.
- 4.5. **Voting.** An affirmative vote of either the majority (4) of the Board or 3 members of the Board if one of the affirmative votes is from the City Council member, shall be required for the approval of any requested action or motion placed before the Board. Voting shall ordinarily be by voice vote; provided however that a roll call vote shall be required if requested by any Board member or directed by the Chairperson. All members of the Board including the Chairperson shall vote on all matters, but the Chairperson shall vote last. Any member may be excused from voting only if that person has a bonafide conflict of interest as recognized by the majority of the remaining members of the Board. Any member abstaining from a vote shall not participate in the discussion of that item.
- 4.6. **Order of Business.** A written agenda for all meetings shall be prepared and followed. Additions to or deletions from the agenda for regular meetings may be made by a majority vote of the members present.

- 4.7. **Rules of Order.** All meetings of the Board shall be conducted in accordance with generally accepted parliamentary procedures, as governed by Robert's Rules of Orders.
- 4.8. **Conflict of Interest.** Board members shall adhere to the Ethics Policy and Professional Training and Education Policies adopted by the Board and the provisions of Michigan law relating to conflict of interest.

5. **MINUTES**

The Secretary of the Board shall prepare Board minutes. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording of votes; complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, actions, and resolutions shall be attached to the minutes. The official records shall be deposited with the City Clerk at least annually.

6. **OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS**

- 6.1. All meetings of the Board shall be open to the public and held in a place available to the general public. The Board may, however, go into closed session in accordance with the Open Meetings Act.
- 6.2. All deliberations and decisions of the Board shall be made at a meeting open to the public.
- 6.3. A person shall be permitted to address the Board under the rules established in these By-Laws.
- 6.4. A person shall not be excluded from a meeting of the Board except for breach of the peace committed at the meeting.
- 6.5. All records, files, publications, correspondence, and other materials available to the public for reading, copying, and other purposes are governed by the Freedom of Information Act.

7. **DUTIES OF THE BOARD**

7.1. **All Plans.**

1. Receive investment reports relating to the Defined Benefit Plan and Retiree Medical Trust at least quarterly and investment reports relating to the Defined Contribution Plan, the 457(b) Plan and the Post Employment Health Trust at least annually.
2. The Board has the responsibility and authority to hold, manage and control the assets of the trust fund for each Plan, with the assistance of investment managers and custodians. Because participants in the Defined Contribution Plan, the Code Section 457(b) Plan and the Post Employment

Health Plan have been given the authority to direct the investment of their accounts in those Plans, the Board's investment responsibilities with respect to those Plans are limited to hiring, firing and overseeing the third party investment providers and making sure that the investment options available under the Plans are prudent, allow participants to adequately diversify the assets in their accounts and that the fees being charged to their accounts are reasonable.

The investment funds available to participants in the Post-Employment Health Plan are selected and monitored by an Advisory Committee that includes representatives of each employer and employee group with participants in the Post-Employment Health Plan. Each Board Member shall be a member of the Advisory Committee for the Post-Employment Health Plan with respect to the employee group that elected him or her, at least while Nationwide remains the investment provider for the Post-Employment Health Plan.

3. The Board has the responsibility and authority to hire and fire third party investment managers, advisors and providers for the Plans and to pay reasonable administrative expenses out of the appropriate trust fund of a Plan.

7.2. Administration of Defined Benefit Plan and Defined Contribution Plan

1. The Board shall exercise the following duties and responsibilities:
 - * Maintain records pertaining to the Defined Benefit Plan and Defined Contribution Plan.
 - * Interpret the terms and provisions of the Defined Benefit Plan and Defined Contribution Plan.
 - * Decide all questions of eligibility for participation in the Defined Benefit Plan and Defined Contribution Plan.
 - * Decide all questions of eligibility for benefit payments and determine the amount and manner of the payment of benefits.
 - * Establish procedures by which Participants, Vested Terminated Participants and Beneficiaries may apply for benefits under the Defined Benefit Plan and Defined Contribution Plan and appeal a denial of benefits.
 - * Determine the rights under the Defined Benefit Plan and Defined Contribution Plan of any Participant, Vested Terminated Participant or Beneficiary applying for or receiving benefits.

- * Authorize the payment of benefits to all individuals entitled to benefits under the Defined Benefit Plan and Defined Contribution Plan, and to pay the administrative expenses of the Defined Benefit Plan and Defined Contribution Plan.
- * Administer the appeal procedure provided for in Section 14.10 of the Defined Benefit Plan and Section 9.6 of the Defined Contribution Plan.
- * Delegate specific responsibilities for the operation and administration of the Defined Benefit Plan and Defined Contribution Plan to Employees or agents.
- * Enter into contracts with third party service providers regarding the administration of the Defined Benefit Plan or Defined Contribution Plan after review and approval of legal counsel.
- * Determine the employment status of any person providing services to Employer.
- * To the extent permitted by applicable law, take voluntary action to self-correct operational errors in the administration of the Defined Benefit Plan and Defined Contribution Plan.

2. **Standard of Care.** The Board shall administer the Defined Benefit Plan and Defined Contribution Plan in accordance with the terms of the Defined Benefit Plan, the Defined Contribution Plan and the Ethics Policy maintained by the Board.

See Sections 14.8 to 15.4 of the Defined Benefit Plan and Sections 9.4 and 9.5 of the Defined Contribution Plan.

8. **AMENDMENTS**

These By-Laws may be amended by the Board during any regular or special meeting, provided that all members have received a copy of the proposed amendment at least 3 days prior to the meeting at which such amendment is to be considered. However, no amendment shall become effective until it has been approved by City Council.

Adopted: At a meeting of the City of Wyoming Retirement System Board of Trustees on January 18, 2021.

RESOLUTION NO. _____

RESOLUTION TO APPROVE CITY EMPLOYMENT OF A RELATIVE OF
AN APPOINTED HOUSING COMMISSIONER

WHEREAS:

1. Under Section 5.13 of the City Charter, relatives of elective or appointive officials may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.
2. Jennifer Stowell serves as a member of the Wyoming Housing Commission appointed by the City Manager with the approval of the City Council.
3. Corynne LeBel, Ms. Stowell's adult daughter, who is not a member of Ms. Stowell's household, is employed by the City serving in a housing-related position.
4. While it is not clear that this City Charter provision applies to Housing Commission members, this resolution is provided to ensure all possibly needed approvals are given.

NOW, THEREFORE, BE IT RESOLVED:

1. It is in the best interest of the City of Wyoming for Ms. LeBel to serve as a city employee in the position she holds.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on February 1, 2021.

ATTACHMENTS:
City Charter Sec. 5.13

Kelli A. Vandenberg, Wyoming City Clerk

Resolution No. _____

Sec. 5.13. - Antinepotism.

Unless the Commission shall, by unanimous vote, which vote shall be recorded as part of its official proceedings, determine that the best interests of the city shall be served, the following relatives of any elective or appointive officer are disqualified from holding any appointive office or employment during the term for which said elective or appointive officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them. All relationships shall include those arising from adoption. This section shall in no way disqualify such relatives or their spouses who are bona fide appointive officers or employees of the city at the time of the election of any elective official.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
KENT COUNTY VETERANS TREATMENT COURT FUNDS
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court applied for an additional Michigan Veterans Treatment Court grant in the amount of \$50,000 that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system, specifically for prescription compliance oral fluid testing.
2. The City of Wyoming would accept \$50,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$50,000 from the Michigan Veterans Treatment Court Grant.
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the State Court Administrators Office.
3. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Contract Amendment

Resolution No. _____

STATE OF MICHIGAN



WYOMING DISTRICT COURT
62-A JUDICIAL DISTRICT
2650 DEHOOP S.W.
WYOMING, MI 49509-1893

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

JANE LIND
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

January 25, 2021

To: Wyoming City Council Members
From: Christopher Kittmann, Court Administrator

RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant – Additional funds

Recommendation:

It is recommended that the City Council accept the additional amount of \$50,000 from the Michigan Veterans Treatment Court Grant that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes. The additional \$50,000 will be specifically prescription compliance utilized oral fluid testing.

Overview of Program:

The Council is familiar with the Veterans Treatment Court as it has been in operation for nearly six years. The Council has been supportive of the program since its inception. The program continues to grow at a steady pace with an anticipated caseload of 35 veterans within the next several months. This remains the only such program in Kent County. The program is financially supported via a State Court Administrators Office grant, Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

The mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

The City of Wyoming will incur no costs as a result of these funds being accepted.

Budget Amendment:

The attached budget amendment has been prepared by the Finance Department.

AMENDMENT #1 TO AGREEMENT

**Michigan Supreme Court
State Court Administrative Office
-and-
62A District Court – Veterans Treatment Court**

This will amend the agreement commenced effective October 1, 2020, between the Michigan Supreme Court State Court Administrative Office and the 62A District Court.

The **Grant Amount** in the contract heading and the **Amount and Grant Program** sections of the Agreement is amended to read as set forth below. The terms of the Agreement shall in all other respects remain unchanged and in effect.

Grant Amount: \$131,000 (of which \$50,000 is for Prescription Compliance Oral Fluid Testing)

2. Amount and Grant Program

2.01 The total amount of the grant is \$131,000. The SCAO will reimburse the Grantee up to \$81,000 for the Grantee’s expenses under this contract. Additionally, the SCAO will reimburse the Grantee up to \$50,000 for Prescription Compliance Oral Fluid Testing.

2.02 Grant funding of \$131,000 is from the Veterans Treatment Court Grant Program. Additional funding of \$50,000 is one-time funding for the Expansion of Problem-Solving Courts to be used for a pilot program that investigates the effectiveness of oral fluid testing to determine compliance with required mental health medicine prescriptions or requirements.

This Amendment to Contract Number **22017** between the 62A District Court and the Michigan Supreme Court State Court Administrative Office is effective January 1, 2021.

Amendment is ready for Authorizing official's signature.

**62A District Court
Veterans Treatment Court**

State Court Administrative Office

Curtis Holt

Jessica Parks

Authorizing Official’s Signature

Court Services Strategy Senior Manager’s Signature

Curtis Holt

Jessica Parks

Authorizing Official’s Name

Court Services Strategy Senior Manager’s Name

City Manager

Authorizing Official’s Title

1/25/2021

1/25/2021

Date Signed by Authorizing Official

Date Signed by Senior Manager, Court Services Strategy

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE WRITE-OFF OF
DELINQUENT 2014 CITY PROPERTY TAXES

WHEREAS:

1. Delinquent personal property taxes remain outstanding for the 2014 tax year.
2. Per Public Act 206 (Property Tax Act) of the State of Michigan, delinquent personal property taxes that have been outstanding five years or more may be written off.
3. The City Treasurer's Office has made a diligent attempt to collect the outstanding balances and believes that the delinquent amounts will not be recovered.
4. The City Treasurer's Office is requesting City Council to approve the write-off of \$527.16 in delinquent 2014 personal property ad valorem taxes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the write-off of \$527.16 in delinquent 2014 personal property taxes.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

2014 Delinquent Personal Property Tax List

STAFF REPORT

Date: January 12, 2021
Subject: Write-Off of 2014 Delinquent Personal Property Taxes
From: Andrea Boot, Treasurer
Meeting Date: February 1, 2021

RECOMMENDATION:

It is recommended that City Council authorize the write-off of 2014 delinquent personal property taxes in the amount of \$527.16 pursuant to Public Act 206 (Property Tax Act).

COMMUNITY, SAFETY, STEWARDSHIP:

The City Treasurer is charged with collecting all property taxes billed to property owners and businesses. To keep collection cost reasonable, PA 206 (Property Tax Act) allows for personal property taxes delinquent for five years or more to be written off if the Treasurer determines that they are uncollectable.

DISCUSSION:

According to PA 206 (Property Tax Act) 211.56a, delinquent personal property taxes may be written off after being delinquent for five years. The write-off procedure requires a resolution from each taxing jurisdiction granting its permission. I am seeking permission to write off the delinquent 2014 City ad valorem taxes in the amount of \$527.16. An itemized listing is attached for your reference. Once City Council has passed a resolution, the documentation must be approved by the District Court. Rather than burden the Court with petitions from each jurisdiction, the Kent County Treasurers Association compiles the resolutions from each unit and presents it as one approval by the Judge.

BUDGET IMPACT:

This write-off will reduce the overall City tax revenue by \$527.16.

Monday, January 11, 2021

**STATEMENT OF ATTEMPT TO COLLECT DELINQUENT PERSONAL
PROPERTY TAXES**

As Treasurer of the City of Wyoming, I, and my predecessors in office, have exercised due diligence in an effort to collect the personal property taxes listed in the Tax Report attached to this Statement. These efforts have included sending multiple past-due tax notices, the placing of telephone calls, and personal collection visits, to the persons and/or businesses contained in said Tax Report.

To the best of my knowledge and information, the personal property taxes listed in this Tax Report are, and remain, uncollectable, and should be stricken from the tax roll.



Andrea Boot
Treasurer

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

01/11/2021
04:09 PM
By: BootA

DELINQUENT TAXES LEFT TO PAY FOR CITY OF WYOMING

Page: 1/1
DB: Wyoming

Tax Year: 2014 Calculated As of: 12/31/2020
POPULATION: All Records

Owner Parcel #	Tax Year	Tax Due	Intrst Due	Admin Due	Penalty	Other Fees	Total Due
MAGOO'S 408 CHICAGO DR SW PO BOX 64 JENISON MI 49429 41-50-93-985-888	2014	160.51	56.40	1.60	2.19	0.00	220.70
A & E AUTO REPAIR 3045 MADISON AVE SE WYOMING MI 49548 41-50-93-986-746	2014	125.09	87.56	1.25	3.75	0.00	217.65
LA BREA'S BOUTIQUE 1540 28TH ST SW WYOMING MI 49509 41-50-93-987-217	2014	44.97	4.37	0.44	0.08	0.00	49.86
QUALITY MAINTENANCE 2405 PORTER ST SW H PP WYOMING MI 49519 41-50-93-987-321	2014	83.23	11.19	0.82	0.29	0.00	95.53
ALL SEASON TIRES 1228 BURTON ST SW #A WYOMING MI 49509 41-50-93-987-336	2014	103.71	9.57	1.03	0.16	0.00	114.47
GUZMAN INSURANCE AGENCY LLC 1540 28TH ST SW STE 3 WYOMING MI 49509-2764 41-50-93-987-338	2014	89.98	8.75	0.89	0.16	0.00	99.78
JUWAN'S AUTO 3204 DIVISION AVE SE WYOMING MI 49548 41-50-93-987-346	2014	108.82	19.36	1.08	0.60	0.00	129.86
BODY BY "O" LLC 2405 PORTER ST SW #F WYOMING MI 49519 41-50-93-987-378	2014	67.44	6.55	0.66	0.12	0.00	74.77
MR NICE GUYS SHOP LLC 26 50TH ST SW WYOMING MI 49509 41-50-93-987-538	2014	69.05	13.05	0.68	0.42	0.00	83.20
GRAND RAPIDS PAWNBROKERS 2555 DIVISION AVE STE A WYOMING MI 49507 41-50-93-987-568	2014	112.44	10.93	1.11	0.20	0.00	124.68
G'S GRILL 3601 DIVISION AVE SW WYOMING MI 49548 41-50-93-987-570	2014	217.74	38.72	2.17	1.20	0.00	259.83
TRIFECTA ATM NETWORKS LLC 17636 AZALEA CT BROWNSTOWN MI 48173 41-50-93-987-632	2014	3.13	2.19	0.03	0.09	0.00	5.44
BRETT & CHUCK'S TIRE 640 28TH ST SE WYOMING MI 49548 41-50-93-987-679	2014	108.82	19.36	1.08	0.60	0.00	129.86
323 SOLUTIONS COMPUTER SALES 1234 28TH ST SW WYOMING MI 49509 41-50-93-987-690	2014	224.99	21.87	2.24	0.39	0.00	249.49
H & H REHAB CENTER 1880 28TH ST SW WYOMING MI 49519 41-50-93-987-699	2014	224.99	21.87	2.24	0.39	0.00	249.49
C & Q AUTO GLASS 3420 DIVISION AVE SE WYOMING MI 49548 41-50-93-987-708	2014	435.51	77.45	4.35	2.41	0.00	519.72
2014	16	2,180.42	409.19	21.67	13.05	0.00	2,624.33
DLQ PARCEL COUNT	16	2,180.42	409.19	21.67	13.05	0.00	2,624.33

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
LIQUOR CONTROL COMMISSION

RESOLUTION NO. _____

At a Regular meeting of the Wyoming City Council
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on February 1, 2021 at 7:00 P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

The Stray, LLC for a new Class C licensed business to be located at 4253 Division Avenue SW, Wyoming, 49548, Kent County

be considered for Approval "above all others"
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

Recommended for issuance.
(Recommended or not Recommended)

State of Michigan)

County of Kent)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Wyoming City Council at a Regular
(Township Board, City or Village Council) (Regular or Special)

meeting held on February 1, 2021.
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan
1155 28th Street SW
Wyoming, MI 49509-0905

Resolution No. _____

STAFF REPORT

Date: January 25, 2021

Subject: Class C Liquor License Application
The Stray, LLC, 4253 Division Avenue SW

From: Kelli A. VandenBerg, City Clerk

Council Meeting Date: Monday, February 1, 2021

The Stray, LLC (d/b/a The Stray) has applied for a new Class C liquor license for a new business to be located at 4253 Division Avenue SW. Owner Andrew Van Klompenberg owns the building at this location and wishes to secure a liquor license.

A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and are recommending approval, however, the Chief Building Official and the Development Review Team note this proposed location is within 500 feet of a church facility.

Section 14-42(a)(2) of the City Code indicates a license for sale of alcoholic beverages is not permitted within 500 feet of a church unless written consent is given by the church or the church does not object when provided notice. As required by City Code, Home Acres Reformed Church, located at 21 Murray Street SE, was provided notice of this liquor license application on January 6, 2021. To date, the church has provided no response to this notice and as such, it is not necessary to waive this section of the Code.

I have drafted a resolution recommending approval of this application in the required Liquor Control Commission format for City Council's consideration.

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): THE STRAY, LLC	PROPOSED LICENSE LOCATION: 4253 DIVISION AVE SW WYOMING, MI 49548
LICENSE TYPE: CLASS C	

POLICE DEPARTMENT

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-182 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?
 Yes No
2. Is the proposed location satisfactory for this business?
 Yes No
3. Should this request be considered for approval by the City Council?
 Yes No



Kimberly S. Koster, Police Chief

Date: 11/5/2020

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): THE STRAY, LLC	PROPOSED LICENSE LOCATION: 4253 DIVISION AVE SW WYOMING, MI 49548
LICENSE TYPE: CLASS C	

CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-182 of the City Code and find the application(s) are in good standing with the City.

Yes No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

Andrea Boot
Andrea Boot, Treasurer

Date: 11/23/20

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): THE STRAY, LLC	PROPOSED LICENSE LOCATION: 4253 DIVISION AVE SW WYOMING, MI 49548
LICENSE TYPE: CLASS C	

BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS X IS NOT _____ in compliance with Section 14-177 through 14-179 of the City Code.

Rob Brackett

Date: 12/2/20

Rob Brackett, Building Official

It was observed and noted to the city planner that a church is 300' from this location at 21 Murray SE

LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): THE STRAY, LLC	PROPOSED LICENSE LOCATION: 4253 DIVISION AVE SW WYOMING, MI 49548
LICENSE TYPE: CLASS C	

DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommend

- approval
 denial

of the license application by the City Council.

Comments: _There appears to be a church within 500' of this site,_DRT would support waiving the distance requirement in order to support needed investment along the Division Ave corridor.

(Explain recommendation for denial)



Development Review Team

Date 12/14/2020

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE RESURFACING OF
WILSON AVENUE FROM NORTH CITY LIMIT TO SOUTH CITY LIMIT

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to resurface Wilson Avenue in Wyoming, from north city limit to south city limit.
2. Proposed improvements include milling the existing asphalt surface and replacing with new hot mix asphalt.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$362,300, which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the resurfacing of Wilson Avenue in Wyoming from north city limit to south city limit.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: January 25, 2021

Subject: Wilson Ave Resurfacing – City/State Agreement

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

Date of Meeting: February 1, 2021

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the resurfacing of Wilson Avenue in Wyoming from north city limit to south city limit. The City of Wyoming's estimated share of the project is \$362,300 plus engineering and testing.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming was fortunate to receive funding from MDOT for the resurfacing of the entirety of Wilson Avenue in Wyoming. The project includes milling the asphalt surface, replacing damaged concrete curb and gutter, and repaving with new asphalt surface. The project will add to the economic strength of our community.

DISCUSSION:

Attached is a City–State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the resurfacing of Wilson Avenue from north city limit to south city limit in Wyoming. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$1.45 million-dollar project is \$362,300 plus other engineering costs to administer the project.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510.

TED (C)
NON FED

CAB
Control Section EDC 41000
Job Number 206011CON
CFDA No. 20.205 (Highway Research
Planning & Construction)
Contract No. 20-5470

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 28, 2020, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along Wilson Avenue from the south city limits northerly to the north city limits, including concrete curb and gutter, sidewalk ramp, pavement marking, and traffic loop installation work; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 231, Section 11(3)(c); Public Act of 1987 and categorized as:

C FUNDED PROJECT

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be done in accordance with PART II, Section II of this contract.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

5. The PROJECT COST shall be met in part by contributions by State TED FUNDS. State TED FUNDS Category A shall be applied to the eligible items of PROJECT COST at a participation ratio equal to 80 percent up to an amount not to exceed \$1,082,400. The remaining balance of the PROJECT COST, after deduction of State TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share, if any, of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less TED FUNDS earned as the PROJECT progresses. The initial effective billing rate for the state funding of the PROJECT is calculated by using the state funding for the PROJECT, at the time of the award of

the construction contract, and dividing by the total costs of the PROJECT eligible for state funding and authorized at the time of the award of the construction contract.

The effective billing rate for the state funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

Any items of PROJECT COST not reimbursed by TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that

fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, if applicable, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that, if applicable, remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such

highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

20. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A CODE INSPECTION SERVICE AGREEMENT
BETWEEN THE CITY OF WYOMING AND CASCADE TOWNSHIP AND
TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council enter into a service agreement between the City of Wyoming and Cascade Township for code inspection services on an as needed basis.
2. Funds for the services are budgeted in account number 249-371-37100-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby enter into a code inspection service agreement between the City of Wyoming and Cascade Township.
2. The City Council does hereby authorize the City Manager 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 February 1, 2021.

ATTACHMENTS:

Staff Report
Contract

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 25, 2021

Subject: City Council Authorization of the Code Inspection Service Agreement with Cascade Township

From: Dave Rupert, Inspections Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services; Robert Brackett, Registered Building Official

Meeting Date: February 1, 2021

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute a Code Inspection Services Agreement between the City of Wyoming and Cascade Township. This Agreement helps the City of Wyoming maintain timely responses to construction and other related inspection requests and plan review during periods of high demand or staff vacancies.

COMMUNITY, SAFETY, STEWARDSHIP

This contract will allow the City to respond to residents and contractors in a timely manner when demand is high, or staff is reduced during employment vacancies, or on paid time off such as vacations or illnesses. This is an efficient means to maintain the level of safety residents and contractors expect by allowing qualified staff from a neighboring municipal inspection agency to assist the Community Services Department's Inspection Office with inspections and plan review when it becomes necessary.

DISCUSSION

In October of 2020, an inspector terminated employment with the City. Cascade Township graciously agreed to assist the City with plan review and building inspections. They were originally operating under a Purchase Order, however, finding a qualified inspector took longer than anticipated and the dollar amount of the fees is reaching the value for which City Council approval is required.

If approved, this contract will remain in place into for the foreseeable future with the expectation that the City of Wyoming and Cascade Township staff will assist each other as needed and as time allows. This is consistent with the provisions of similar agreements that the city has with the cities of Kentwood and Grand Rapids.

BUDGET IMPACT

The building inspection fund and specifically the construction permitting activity line item, Other Services, account number 249-371-37100-956.000, has sufficient funds for any agreement related expenses at this time.

ATTACHMENTS

Resolution

Agreement

###

CODE INSPECTION SERVICES AGREEMENT

This Code Inspection Services Agreement is made as of _____, 2021, between the City of Wyoming, a Michigan municipal corporation, the address of which is 1155 28th Street SW, Wyoming, MI 49509 (“**Wyoming**”); and Cascade Charter Township, a Michigan municipal corporation, the address of which is 2865 Thornhills Avenue SE, Grand Rapids, MI 49546 (“**Cascade**”).

RECITALS

- A. Wyoming and Cascade wish to assist one another with inspections during fluctuating staffing levels.
- B. The parties have personnel who are properly licensed and certified to provide the inspections and review services called for under this Agreement and are amenable to providing those services on behalf of the other party, subject to the terms and conditions of this Agreement.
- C. The Parties are authorized to enter into this Agreement pursuant to state law including, without limitation, 1951 PA 35, 1967 (ex. sess.) PA 8 and 2011 PA 258.
- D. For purposes of this Agreement, “**Customer**” refers to the party receiving services and “**Provider**” refers to the party providing the reviewers or inspectors for inspection services.

TERMS AND CONDITIONS

Now, therefore, for good and valuable consideration in and referred to in this Agreement, the sufficiency of which is acknowledged, the parties agree:

- A. Retention. Subject to the terms of this Agreement, the parties retain the services of one another (and one another’s respective personnel), as independent contractors, to provide building, mechanical, plumbing, electrical, and fire suppression system inspection services for the Customer consistent with state law.
- B. Duties of Provider. Upon a written request of the Customer and written acceptance by the Provider, the Provider will perform all requested building, mechanical, plumbing, electrical, and fire suppression system inspections and reviews for the Customer consistent with state law. The Customer will request each specific service from the Provider which may accept or refuse the request. Absent a response by the Provider within the applicable request consideration period, the request shall be deemed refused. The request consideration period is as follows:
 - (1) 2 business days from receipt of the request for scheduled coverage, *i.e.*, Customer staff vacation.
 - (2) 4 hours from receipt of the request for time sensitive or emergency situations.

The Provider will forward to the Customer complete records of the services performed pursuant to this Agreement. Complete records include reports or inspections, notices/orders issued, plan review check lists/related correspondence, correction notices and approvals. Inspection reports include information such as permit type, permit number, property address, scheduled inspection date, completed date, status and result.

The Provider will perform all designated services in a timely and competent manner that is satisfactory to the Customer. However, the Provider shall conduct any inspections within 2 business days of receiving a request for an inspection from the schedule of operation. Such services shall only be performed by the Provider’s personnel properly and currently certified with the State of Michigan. The services to be performed by the Provider’s personnel pursuant to this Agreement are acknowledged by the parties to be governmental functions in accordance with 1964 PA 170. Nothing herein shall be construed or interpreted as a waiver of the parties’ privileges and immunities as agencies performing governmental functions under state law.

- C. Equipment and Supplies. The Provider will provide and maintain, at its own expense, such equipment and supplies necessary to perform the duties required by this Agreement.
- D. Motor Vehicle. The Provider will provide any motor vehicles required for the performance of its duties pursuant to this Agreement and shall be responsible for all expenses associated with the operation of such motor vehicles, including gasoline, maintenance, repairs, insurance, and all incidental costs. Motor vehicles shall be in good repair and identifiable as representing the municipality.

E. Compensation. As compensation for the services provided pursuant to this Agreement, the Customer shall pay the Provider in accordance with the following schedule of fees:

- (1) \$120.00 per hour (calculated at \$2.00 per minute) for any plan review.
- (2) \$65.00 per inspection for inspection services during Provider's normal working hours.
- (3) \$100 per inspection for inspection services other than during Provider's normal working hours.

Provided, however, the total amounts paid by Wyoming under this Agreement will not exceed \$8,500 unless and until the Wyoming City Council approves this Agreement.

The Provider will not be entitled to any benefits or payments of any kind in the provision of these services as provided for in this Agreement, except as provided for in this Paragraph. The Provider will invoice the Customer not less than monthly for any services rendered and the Customer will pay the Provider within 30 days of invoicing.

F. Independent Contractor. In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the Provider, its officers and employees are and will be at all times acting and performing as independent contractors to the Customer. The Customer shall neither have nor exercise any control or direction over the methods by which the Provider's personnel perform the work and functions called for under this Agreement, except that the Provider agrees at all times to comply completely and fully with the provisions of this Agreement. The Customer may perform or cause to be performed random quality assurance actions related to the service provided.

G. Comprehensive General Liability Insurance and Indemnification. The parties will at all times secure and maintain in force comprehensive general liability insurance. This insurance will be written in comprehensive form and shall protect against all claims for personal and bodily injuries to members of the public and damage to property arising from any act or omission of the providing municipality under this Agreement. The parties acknowledge that the insurance liability limits provided may include self-insurance retention under the terms of a municipal self-insurance risk management program (e.g. Michigan Municipal Risk Management Authority). In addition, the Customer will indemnify the Provider, to the full extent permitted by law, from and against claims arising out of the Provider's provision of services pursuant to this Agreement except for claims caused by the Provider's gross negligence or intentional acts.

The liability limits shall not be less than:

- | | |
|------------------|--|
| Bodily Injury: | \$1,000,000.00 each occurrence;
\$2,000,000.00 aggregate. |
| Property Damage: | \$1,000,000.00 each occurrence;
\$2,000,000.00 aggregate. |

The Parties will promptly notify each other of any knowledge regarding any occurrence which may result in a claim and shall cooperate with each other whenever any claim is filed with respect to the services rendered pursuant to this Agreement.

H. Term. The term of this Agreement will begin on the date above written and end when terminated as provided herein.

I. Withdrawal or Termination by Notice. Either party may withdraw from this Agreement, without cause or reason, at any time, upon 10 business days' written notice to each of the other party. A withdrawal by a party will terminate this Agreement. In the event of withdrawal, the withdrawing or terminating Customer will pay to the Provider all amounts due for work performed under the Agreement to the date of termination.

J. Effect of Termination. Upon termination of this Agreement, the parties will have no further obligation to each other except for obligations accruing prior to the effective date of the termination. However, the parties will be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.

K. Miscellaneous. This Agreement is non-assignable. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors. All notices and other documents to be provided must be in writing and addressed to the respective party at the addresses stated above or such other address or addresses as are specified by either party from time to time, and may be transmitted in person

or by ordinary or certified mail properly addressed with sufficient postage. Alternative means of transmittal utilizing electronic media may be used as agreed upon by the parties and in conformance with applicable laws and regulations pertaining to its use. Records shall be retained in conformance with State of Michigan General Record Retention and Disposal Schedule adopted by the respective community. Freedom of information requests related to the services provided in this agreement shall be processed according to rules governing such requests. The parties shall promptly notify one another of such requests. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach of any provision of this Agreement shall not be a waiver of any subsequent breach of violation of the same or any other provision of this Agreement. If a provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between the parties, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

The parties have executed this Agreement as of the day and year first above written.

CITY OF WYOMING

CASCADE CHARTER TOWNSHIP


By: _____
Curtis L. Holt, City Manager

By: _____
Grace Lesperance, Supervisor

Date signed: _____, 2021

By: _____
Susan Slater, Township Clerk

Approved as to form:



Scott G. Smith, City Attorney

Date signed: _____, 2021

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ENTERING INTO CONTRACTS FOR
THIRD PARTY LABORATORY SERVICES AND PFAS TESTING AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council authorize Trace Analytical Laboratories, Inc. to provide third party laboratory services for the Drinking Water Plant and Clean Water Plant.
2. It is also recommended, the City Council authorize Eurofins Lancaster Laboratories Environmental, LLC to provide PFAS testing for drinking water, wastewater and biosolids.
3. It is estimated the City will spend approximately \$93,500.00 this year for the laboratory services and PFAS testing.
4. Funds for the services are budgeted in account numbers 591-591-55310-930.000, 590-590-54310-930.000 and 590-590-54800-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize entering into a contract with Trace Analytical Laboratories, Inc. to perform third party laboratory services.
2. The City Council does hereby authorize entering into a contract with Eurofins Lancaster Laboratories Environmental, LLC to perform PFAS testing.
3. 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 February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contracts (2)

Resolution No. _____

STAFF REPORT

Date: January 18, 2021
Subject: Third Party Laboratory Services
From: Jaime Fleming, Utilities Laboratories Manager
Meeting Date: February 1, 2021

RECOMMENDATION:

It is recommended that analytical services continue to be provided by Trace Analytical Laboratories, Inc and Eurofins Lancaster Laboratories Environmental, LLC.

COMMUNITY, SAFETY, STEWARDSHIP:

The Utilities laboratories are actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Laboratory analyses quantifiably document our compliance with regulatory requirements and permit limitations, guide treatment process control decisions, ensure success of our biosolids program, and monitor permit compliance of our industrial sewer users.

DISCUSSION:

The largest portion of the testing required of the City's treatment plants is conducted in-house. The lab staff's expertise and skill, along with a long history of investment in technology and training, make this possible. Wyoming's capabilities in this regard are unique among utilities statewide. However, there are some types of testing that are better done by a third-party laboratory.

Currently, we use the services of Trace Analytical Laboratories in Muskegon for most of our needs. Trace has the necessary certifications to meet regulatory requirements. They also have a courier service which eliminates the cost of shipping samples or waiting for mail delivery of sample containers.

Examples of the types and frequencies of testing that Trace Analytical Laboratories performs for us are:

Drinking Water:

- | | | |
|------------------------|-------|--------------------------|
| • Total Organic Carbon | \$28 | 2 per month |
| • Cryptosporidium | \$425 | 2 per month |
| • Lead/Copper | \$20 | 30 per monitoring period |

Wastewater/Industry:

- | | | |
|--------------------------|-------|-------------|
| • Low Level Mercury | \$60 | 4 per month |
| • Volatile Organics | \$60 | 24 per year |
| • Semi-volatile Organics | \$150 | 24 per year |

Biosolids:

- | | | |
|---------------------|-------|-------------|
| • Organics Analysis | \$210 | 2 per month |
| • Mercury | \$21 | 2 per month |

One type of testing that Trace does not perform is PFAS analysis. PFAS testing requires highly specialized and expensive instrumentation. Eurofins Lancaster Laboratories Environmental provides PFAS testing for our drinking water, wastewater, and biosolids. The cost of these samples ranges from \$425-500, depending upon the matrix.

BUDGET IMPACT:

I recommended that third party analytical services continue to be provided by Trace Analytical Laboratories, Inc and Eurofins Lancaster Laboratories Environmental, LLC.

The estimated amount per year for third party services is:

- Drinking water – \$12,500
- Wastewater/Industry - \$65,000
- Biosolids - \$16,000

Funds for third-party laboratory services are budgeted in the following accounts:

Water Fund	591-591-55310-930.000
Sewer Fund	590-590-54310-930.000
Biosolids	590-590-54800-930.000

CITY OF
Wyoming
MICHIGAN

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

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

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

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

"Effective Date" means: _____, 20__

"Professional" means: Trace Analytical Laboratories, Inc.
[Name of professional entity]

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

2241 Black Creek Rd
[Professional's street address]

Muskegon MI 49444
[Professional's city, state & zip]

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

"Services" means: Laboratory Analysis
[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:

[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

Trace Analytical Laboratories, Inc.

[Professional's name]

By: Jon Mink
[Signature officer, director or principal of Professional]

Jon Mink, Senior Project Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: January 12, 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 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.

Jon Mink

Digitally signed by Jon Mink
DN: cn=Jon Mink, o=Trace Analytical Laboratories, Inc., ou=Senior Project Manager, email=jmink@trace-lab.com, c=US
Date: 2021.01.12 16:26:10 -0500

[Signature]

Jon Mink, Senior Project Manager

[Printed Name and Title of Person Signing]

Trace Analytical Laboratories, Inc.

[Printed Name of Professional]

Date signed: 01/12/2021

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: Eurofins Lancaster Laboratories Env, LLC
[Name of professional entity]

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

2425 New Holland Pike
[Professional's street address]

Lancaster PA 17601
[Professional's city, state & zip]

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

"Services" means: PEAS Analysis
[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:

[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

Eurofins Lancaster Laboratories Environmental, LLC

[Professional's name]

By: Robert Dempsey
[Signature officer, director or principal of Professional]

Robert Dempsey, President

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

Date signed: 01/18, 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.

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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.

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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.
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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.

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

ACKNOWLEDGEMENT

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



(Signature)

Robert Dempsey - President

(Printed Name and Title of Person Signing)

(Printed Name of Professional)

Date signed: 01/27/2021

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM PLUMMER'S WASTE GROUP
FOR THE SALE OF SEPTAGE RECEIVING EQUIPMENT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Plummer's Waste Group has provided the City with a proposal to purchase the septage receiving equipment located at the Clean Water Plant in the amount of \$35,000.00.
2. It is recommended the City Council accept the proposal.
3. Proceeds from the sale will be deposited to the sewer fund revenue account.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Plummer's Waste Group to purchase the septage receiving equipment.
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 February 1, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal
Contract

Resolution No. _____

STAFF REPORT

Date: January 18, 2021
Subject: Sale of Septage Receiving Equipment
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: February 1, 2021

RECOMMENDATION:

It is recommended that the City Council accept the offer from Plummers Waste Group for the sale of the septage receiving equipment located at the Clean Water Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. The staff is dedicated to maintaining existing equipment and keeping everything in working order. From time to time, it is necessary to remove equipment no longer used in the treatment process.

DISCUSSION:

Late last fall, we were approached by Plummer's Waste Group about selling our septage receiving equipment. Plummer's Waste Group is a local company that is expanding their business and is hoping to add another facility in the City of Wyoming. The equipment that they are interested in is located in our headworks facility and was used to receive and pretreat trucked-in septage material from local septic tank cleaning companies. The septage receiving program was ultimately discontinued because of concerns over toxic constituents and billing issues. The equipment has been sitting idle for the last 15 years, and there are no plans to resume the practice.

After consulting with the City of Wyoming legal counsel and purchasing staff, the other local company that performs similar work was contacted to gauge their interest in the equipment. This company didn't provide any response or proposal, however, and Plummer's has offered \$35,000 for the equipment. As outlined in the attached proposal, Plummer's will perform most of the work to remove the equipment with only minimal assistance from City staff.

BUDGET IMPACT:

The proceeds from the sale will go to the Sewer Fund Revenue Account No. 590-673.005.

ATTACHMENT:

Plummer's Waste Group Proposal



4 GENERATIONS OF DEPENDABLE SERVICE

1/14/2021

City of Wyoming Clean Water Plant
2350 Ivanrest Ave SW
Wyoming, MI 49418

Purchase Proposal - Lakeside Screen Septage Acceptance Plant Model 40SAP-0.250

Please see below proposal for the purchase of the screening equipment currently owned by the City of Wyoming Clean Water Plant.

Purchase Amount: \$35,000.00

Notes:

- Plummer's will hire Gelock Heavy Movers to remove the unit and transport to our treatment facility (Estimated \$3,000 cost).
- Plummer's will hire Buist Electric to disconnect existing panels (Main panel inside and User Panel outside). It is preferred that Buist do the disconnect work for easier transfer to the new site. (Estimated Cost to disconnect and move \$20,000)
- Per Buist, there are many components of the panels that are discontinued and would need to be replaced with newer technology in the event that they do not fire up after sitting dormant or need replacement in the future. This is expected due to the age of the equipment being 20 years old.(Budget estimate of \$23,000 if all components need to be replaced will not be known until we get it in place and fired up.)
- City of Wyoming to disconnect plumbing connections to leave unit free standing for removal and transport.
- As the space for the unit needs preparing at our site, we will retrieve the unit within 60 days of purchase.

Sincerely,

A handwritten signature in black ink that reads "Ally Plummer".

Ally Plummer
(616) 532-3996

EQUIPMENT PURCHASE CONTRACT AND BILL OF SALE

The City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905 (**City**), as the seller, and Plummer Septic Tank, Inc., a Michigan corporation of 4750 Clyde Park Ave SW, Wyoming, MI 49509 doing business as Plummer's Waste Group (**Plummer's**), as the buyer, are making this Equipment Purchase Contract and Bill of Sale dated as of February 2, 2021.

RECITALS

- A. City has excess used screening equipment, known as Lakeside Screen Septage Acceptance Plant Model 40SAP-0.250 ("Used Equipment"), that was installed and used at City clean water plant located at 2350 Ivanrest Ave SW, Wyoming, MI 49418 ("Equipment Site").
- B. Plummer's submitted a proposal to acquire the Used Equipment in an "as is, where is" condition.
- C. City accepted Plummer's proposal in accordance with the following terms and conditions.

TERMS AND CONDITIONS

1. Plummer's will pay the purchase price of \$35,000.00 to the City Treasurer at the above address not later than February 15, 2021.
2. City will disconnect any plumbing connections to the Used Equipment not later than February 29, 2021. Title to the Used Equipment will pass to Plummer's when City makes the final disconnection.
3. Except for the disconnection from plumbing connections to be performed by City, the Used Equipment is being sold as is, where is. City disclaims any and all representations and warranties as to its condition and makes no representation or warranty that it or any of its components are in working order, or that the Used Equipment or any of its components are fit for any use or purpose. Plummer's is acquiring the Used Equipment at its sole risk.
4. Plummer's, at Plummer's expense and without expense to City, will engage Buist Electric to disconnect the existing panels (*i.e.*, the main panel inside and the user panel outside) of the Used Equipment in a manner that (i) is consistent with professional standards for such work and (ii) so as not to damage any City property or equipment. City may, but is not required to, have persons on-site to observe that work for compliance with this requirement. City's observer shall not supervise or give direction to persons performing such work.
5. Plummer's, at Plummer's expense and without expense to City, will engage Gelock Heavy Movers to remove the Used Equipment from the Equipment Site in a manner that (i) is consistent with professional standards for such work and (ii) so as not to damage any City property or equipment. City may, but is not required to, have persons on-site to observe that work for compliance with this requirement. City's observer shall not supervise or give direction to persons performing such work. This will be completed no later than April 2, 2021.
6. All persons entering the Equipment Site for or on behalf of Plummer's must fully comply with City security and COVID-19 pandemic procedures and protocols.
7. Plummer's is solely responsible for the means and methodologies of those persons performing work for Plummer's or on Plummer's behalf including, without limitation, all Plummer's personnel and all Buist Electric and Gelock Heavy Moving personnel. Plummer's is also responsible for ensuring all such personnel comply with the terms of this contract.
8. Plummer's will hold City (defined for purposes of this paragraph to include City's officers and employees) harmless from, indemnify it for, and defend it against all claims, demands, lawsuits, administrative actions, arbitrations, judgments, awards or other losses City incurs as a result of any actions for or on Plummer's behalf and for any breach of this contract, except any caused solely by the negligent or wrongful acts of City officers or employees.
9. Plummer's shall restore, without expense to City, any property damaged during or as a result of any work performed by or on behalf of Plummer's to a condition similar and equal to that existing before such damage. If Plummer's fails to make such restoration, City may, after 48-hours' notice to Plummer's, make such restoration,

and charge Plummer's the cost City incurs to do so. Plummer's shall pay those charges within 15 days of any City invoice therefor.

10. Plummer's will maintain and ensure that Buist Electric and Gelock Heavy Movers maintain insurance meeting the following requirements. Upon City's request, Plummer's will provide to City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$3,000,000 General Aggregate Limit \$3,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$3,000,000 per occurrence	Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
May be used to meet liability limits as provided in the adjoining column.	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Amount required \$500,000.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
CANCELLATION	
Policy(ies), as described above, shall be endorsed to state the following: "Thirty days, ten days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28 th Street SW, P.O. Box 905, Wyoming, MI 49509-0905."	

11. None of Plummer's rights or duties under this contract may be assigned or delegated without City's prior written consent. This contract will be binding on Plummer's successors and permitted assigns. No other individuals or entities are intended to be beneficiaries of this contract.

12. Plummer's and all Plummer's subcontractors and consultants, including, without limitation, Buist Electric and Gelock Heavy Moving, are wholly independent of City and none of any of their personnel shall be or be represented to be City officers or employees. Plummer's is solely responsible for the acts, omissions and statements of Plummer's personnel and is also responsible for the personnel of Plummer's subcontractors and consultants and anyone working for or on behalf of Plummer's.

13. The following applies to any dispute about or arising from this contract or any actions taken pursuant to it:

A. Before filing any lawsuit, a party shall first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute. A party need not undertake this procedure if it has previously done so with respect to any noncompliance with the same contract provision.

B. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan.

C. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

14. The following general terms apply to this contract.

A. This is the entire agreement between the parties as to its subject matter. These terms and conditions may not be amended or modified except in writing signed by both parties. These terms and conditions shall not be affected by any course of dealing.

B. The contract is made in Kent County, Michigan and will be governed by and interpreted under Michigan law.

C. Reference by office to any City officer includes that City officer's designee(s).

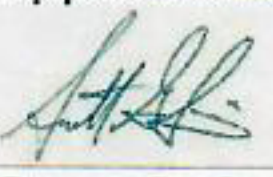
City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk


Date signed: February __, 2021

Approved as to form:



Scott G. Smith, City Attorney

Plummer Septic Tank, Inc., d/b/a Plummer's Waste Group

By: 
Richard Plummer, President

Date signed: 1-27-, 2021

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE REPLACEMENT OF TWO SIX INCH
PLUG VALVES AND ASSOCIATED PIPING AT THE CLEAN WATER PLANT AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, it is recommended the City Council accept a proposal from Kamminga & Roodvoets, Inc. for the replacement of two six inch plug valves and associated piping at the Clean Water Plant in the total estimated amount of \$25,600.00.
2. It is recommended the City Council accept the proposal.
3. Funds are budgeted in account number 590-590-54300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Kamminga & Roodvoets, Inc. for the replacement of two six inch plug valves and associated piping at the Clean Water Plant.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 1, 2021.

ATTACHMENTS:

Staff Report
Proposal
Contract

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: January 25, 2021
Subject: Valves and Pipe Replacement
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: February 1, 2021

RECOMMENDATION:

It is recommended the City Council award the proposal as provided by Kamminga & Roodvoets in the amount of \$25,600.00 for the replacement of two 6" plug valves and associated piping at the Clean Water Plant.

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:

At the Clean Water Plant, the primary settling tanks build-up floating organic material commonly called scum which is then swept into scum pits by a skimmer arm traveling along the edge of the tank. The scum pits are continuously filled and must be pumped down multiple times each day. Two valves and connecting pipes, used during the pumping process, have been in service for almost 50 years and are no longer operable, causing the piping to plug and the inability to pump down the scum pits. The valves and piping are buried at a depth of 12 feet and must be replaced to restore the needed pumping process.

Therefore, two contractors with experience in excavation and underground pipe installation were contacted to review the work. Each contractor made a site visit and were provided with the same scope of work to ensure a fair and competitive opportunity. Both contractors submitted a proposal and they are as follows:

Denny's Excavating	\$31,160.00
Kamminga & Roodvoets	\$25,600.00

Upon review of the proposals received, Kamminga & Roodvoets was found to meet the necessary scope of work and was also the lowest proposal. Therefore, it is recommended the City Council approve the proposal from Kamminga & Roodvoets in the amount of \$25,600.00.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant repair and maintenance account #590-590-54300-930.000.

Denny's Excavating Inc. .
9399 136th Ave.
West Olive, MI, 49460
Office 616-399-7679
E-mail, dirtorsnowdan@aol.com

Estimate

Number E443

Date 1/18/2021

Bill To

City of Wyoming
Water Treatment Plant
16700 New Holland Street
Holland , MI, 49424

Ship To

Dan Kleinheksel
E-mail
kleinhekseld@wyomingmi.gov
Office 616-738-4957
Cell 616-377-8969

Project	PO Number	Terms
Clean water plant		30 days

Description	Quantity/Hours	Price/Rate	Amount
remove concrete sidewalk, excavate down to valves, replace 2 vales and tee and all necessary fittings , backfill and compact prep for concrete and all restortaion		\$13,560.00	\$13,560.00
temp gravel for walk till spring		\$600.00	\$600.00
new concrete sidewalk		\$1,800.00	\$1,800.00
topsoil and seed		\$1,400.00	\$1,400.00
All materials needed		\$7,800.00	\$7,800.00
Dewatering if needed		\$6,000.00	\$6,000.00

Total \$31,160.00

CITY OF
Wyoming
MICHIGAN

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

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

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

"Effective Date" means: January 26, 2021.

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

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

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

"Contractor" means: Kamminga & Roodvoets, Inc.
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3435 Broadmoor S.E.
[Contractor's street address]
Grand Rapids, MI 49512
[Contractor's city, state & zip]

TERMS AND CONDITIONS

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

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

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

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

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

CITY OF WYOMING

Kamminga & Roodvoets, Inc.

By: _____
Jack A. Poll, Mayor


By: **Karl Klynstra** Karl Klynstra
Jan 26 2021 1:23 PM
[Signature officer, director or principal of Contractor]

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

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Intellectual Property.** Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend all actions against the City or the City's officers or employees for any

alleged infringement of any intellectual property rights by reason of their sale or use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

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

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

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

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

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

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

17. **Insurance.**

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

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

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

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

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

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

ACKNOWLEDGEMENT

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

EXHIBIT B

City of Wyoming Clean Water Plant Scum Valves and Pipe Replacement

1. Replace approximately 18' of 6" pipe including the tee. Replacement pipe and tee shall be C900 PVC.
2. Replace two 6" plug valves with two 6" direct bury 100% full port plug valves. Acceptable manufactures include Clow, DeZurik, and Val-Matic.
3. Valves shall be equipped with 2" nut for acceptance of valve key. Valve boxes shall be installed to be flush with concrete sidewalk.
4. Contractor will be responsible for proper care during excavation to prevent damage to existing piping, conduit, and duct bank.
5. Contractor shall provide shoring as needed and follow all industry standard safety protocols.
6. Dewatering may or may not be required. Contractor to provide a line item cost should dewatering be necessary.
7. Grade shall be brought up to eliminate the need for steps.
8. Concrete sidewalk shall be replaced, and depth shall be 6".
9. Concrete work and reseeding can be completed in the spring of 2021.

A lump sum proposal shall be submitted for performing each phase of any Work specified in the plans and specifications as a turnkey project. If any items, accessories or groups of items require to perform the work specified are not specifically indicated in the plans and specifications, it shall be the successful proposers' responsibility to furnish those items, accessories or groups of items, and include them in the lump sum bid price submitted.

City of Wyoming - CWP

6" Scum Line Repalcement



KAMMINGA & ROODVOETS, INC.

3435 BROADMOOR S.E.
GRAND RAPIDS, MI 49512

PH 616-949-0800
FX 616-949-1894

January 26, 2021

ITEM NO.	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL AMOUNT
1	WYOMING SCUM LINES 18' OF 6" C900 & (2) 6" PLUG VALVES	1.00	LSUM	\$ 23,250.00	\$ 23,250.00

Total	\$ 23,250.00
-------	--------------

DEWATERING ALLOWANCE - \$2,350 ADD

Notes:

No permits included.

Quoted with C900 PVC pipe & tee

Quoted assuming the MJ connections at the wall sleeves are accessible. If they are not accessible, MJ sleeves will be utilized and the existing tee will be left in place. Owner will own the tee.

Quoted with Clow Full-port Plug Valves - Not glass-lined

Includes fill to eliminate step at building - Finished grade will now be the top of the step. There will still be a step into the building. If the Owner desires the grade to be raised further, they will need to relocate the handrails at scum manholes

Quoted as dry and utilizing existing backfill

Dewatering if necessary the dewatering allowance shall be added to the cost.

If irrigation is encountered - Owner will repair

If the Owner opts to not select the Voluntary Alternate, weight restrictions/frost laws may dictate schedule.

Based upon a mutually agreed upon schedule

No Sunday or night work is included.

K&R will not be paying special wage rates

No fees or special insurances included.

ORDINANCE NO. 2-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY
AMENDING SECTION 90-401B IN ARTICLE 4B

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4B, Section 90-401B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-401B PRINCIPAL PERMITTED USES

In the B-1 business district, the following uses are permitted:

- (1) Banks.
- (2) Savings and loans.
- (3) Mortgage companies.
- (4) Uses similar to the above.
- (5) Clothing services as follows:
 - (a)Laundry agency.
 - (b)Self-service laundry and dry cleaning.
 - (c)Dry cleaning establishment using not more than two clothes cleaning units, neither of which shall have a rated capacity of more than 40 pounds, using cleaning fluid which is nonexplosive and nonflammable.
 - (d)Dressmaking.
 - (e)Millinery.
 - (f)Tailor and pressing shop.
 - (g)Shoe repair shop.
- (6) Equipment services as follows:
 - (a)Radio or television shop.

(b) Electric appliance shop.

(c) Watch repair shop.

(d) Shoe repair shop.

(e) Uses similar to the above.

(7) Food service (excluding drive-in type businesses), the business of which shall be conducted entirely within an enclosed building, except that outdoor seating areas shall be permitted (such seating areas may be located in required yard setbacks, provided that such seating shall not impede pedestrian walkways or parking lots, and shall not include table service; all such seating shall be removed when out of season), as follows:

(a) Grocery, baked goods and delicatessen.

(b) Restaurant.

(c) Ice cream stand or shop.

(d) Uses similar to the above.

(8) Offices as follows:

(a) Business.

(b) Medical.

(c) Professional.

(9) Personal services as follows:

(a) Barbershop.

(b) Beauty shop.

(c) Health salon.

(d) Photographic studio.

(e) Uses similar to the above.

(10) Retail service and retail stores generally as follows:

(a) Drugstore.

(b)Hardware store, paint and wallpaper.

(c)Stationer.

(d)News dealer.

(e)Apparel shop.

(f)Household appliances.

(g)Flower shop.

(h)Gift shop.

(i)Variety stores.

(j)Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.

(11) Accessory buildings and uses customarily incidental to the above uses.

(12) Off-street parking.

(13) Municipal buildings and uses.

(14) Physical Culture Facilities, Gymnasiums, and Reducing Salons

Section 2. That this ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 2-21

December 28, 2020

Ms. Kelli A. Vandenberg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Permit Physical Culture Facilities, such as Gymnasiums and Reducing Salons, as a Permitted Use in the B-1 District (Section 90-401B)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on December 15, 2020. A motion was made by Weller, supported by Micele, to recommend to the City Council adoption of revised *Section 90-401B Principal Permitted Uses* Zoning Ordinance text amendment which would permit Physical Culture Facilities, such as Gymnasiums and Reducing Salons in B-1 zone districts. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming restricts where gyms are permitted in the city. Currently this use is only permitted in B-2, PUD-2, and PUD-3 Zoning Districts, as well as in B-3 Zoning Districts as a special use.

Over the past year, the city has received several inquiries from potential business owners regarding the permitted zoning districts for establishing gym facilities. Through the City's business license review process, it was found that several applicants who have requested to start a Gymnasium in a B-1 district, were denied zoning approval due to the current zoning regulations. As part of this process, it was also discovered that many gyms currently successfully operate as non-conforming uses in a B-1 district.

Following a full zoning review, staff recommended that Physical Culture Facilities, Gymnasiums, and Reducing Salons be permitted in B-1 districts as a permitted use. These facilities are compatible with the existing B-1 dimensional requirements of the district and will provide greater access to health and wellness opportunities for residents throughout the community.



CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

During the public hearing no members of the public spoke on the proposed ordinance.

The proposed zoning code text amendment is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

Nicole Hofert, City Planner
Department of Community Services

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

APPROVAL OF AGENDA

City Planner Hofert made an addition to the agenda under the Informational section. The item added was an update on the Executive Orders that had been issued by the Mayor of Wyoming.

The agenda was otherwise approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

DeLange opened the public comment period for non-public hearing agenda items at 7:06 pm. There was no public comment and the public comment period closed at 7:07 pm.

AGENDA ITEM NO. 1

Request to amend Zoning Code Section 90-401B Principal Permitted Uses to permit Gyms in a B-1 Zoning District (Wyoming Planning)

Hofert presented on the request from Planning staff to amend the Zoning Code 90-401B. The Development Review Team recommends that Planning Commission adopt the recommended *Section 90-401B* text amendment and recommend the same to Council.

Hofert shared that currently, the City of Wyoming Zoning Code allows for Physical Culture Facilities such as a yoga or pure barre studios, Gymnasiums, and Reducing Salons such as muscle building gyms as commercial uses permitted in B-2, PUD-2, and PUD-3 Zoning Districts, as well as in B-3 Zoning Districts as a special use. These facilities are designed to provide exercise equipment and spaces for general public walk-in use.

Hofert shared that over the past year, staff has received several inquiries from potential business owners regarding the permitted zoning districts for establishing gym facilities. Through the City's business license review process, staff has found a number of applicants who have requested to start a Gymnasium in a B-1 district but were denied zoning approval due to the current zoning regulations. Staff has also identified several gyms that are currently operating in B-1 zoning districts in violation of current zoning and have been doing so for years.

Upon further research, consideration, and discussion, staff has found that gym facilities are compatible with permitted usage within the City's B-1 zoning district. B-1 dimensional requirements mirror those of the B-2 zoning district where gyms are permitted by right, so it is expected that these facilities would be able to operate within the district's current dimensional framework. Gyms also generally operate indoors, making them compatible with adjacent residential districts. Permitting their usage in B-1 local business districts may also help promote greater access to health and wellness opportunities for neighboring residencies throughout the community.

DeLange opened the public comment period at 7:10 pm. There was no public comment, and the public comment period was closed at 7:10 pm.

A motion was entered by Weller, supported by Micele, to approve the request to amend Zoning Code Section 90-401B Principal Permitted Uses to permit Gyms in a B-1 Zoning District and recommend the same to Council.

DeLange asked for comments and questions from Commissioners, and there were none.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request to adopt the Wyoming [re]imagined Master Plan and hold the public comment period open until January 19, 2021 (Wyoming Planning)

Hofert presented on the background of the Master Plan and the desired timeline for adoption. The City will be asking for the public comment period to be held open until January 19, 2021 to allow for additional public input to be obtained on the draft Plan.

Hofert shared that a Master Plan is an official municipal document that provides a framework for future growth and reinvestment. It informs planning decisions regarding land use and development; infrastructure; transportation and mobility; parks, open space, and recreation; streetscape character and beautification; and community services and facilities. The Wyoming [re]Imagined Master Plan includes goals, objectives, specific projects, policies, and programs to guide how the City will develop over the next 15 to 20 years. The Wyoming [re]Imagined Master Plan was strongly informed by a community-driven planning process that included engagements with residents, business owners, developers, local officials, City staff, service providers, adjacent municipalities, and other community stakeholders.

Hofert shared that the Master Plan process had been underway for 16 months. The process began with an extensive public engagement period, which led to the drafting of the Plan as it exists today. The City is nearing the adoption stage of the Plan. Master Plans are required by the Planning Enabling Act, and by the Michigan Economic Development Corporation (MEDC) in order to gain Redevelopment Ready Community (RRC) certification which the City is currently seeking.

Hofert shared that as part of the process, a 20-member Steering Committee was formed that provided valuable input throughout the planning process which helped to ensure that the plan is reflective of the community's vision. The Steering Committee includes members from the school districts, Parks and Recreation Commission, City Council, Planning Commission, residents, business stakeholders, and representatives from partner agencies, such as MDOT and Metro Health.

ORDINANCE

B-1 Local Business District

Sec. 90-401B PRINCIPAL PERMITTED USES

In the B-1 business district, the following uses are permitted:

- (1) Banks.
- (2) Savings and loans.
- (3) Mortgage companies.
- (4) Uses similar to the above.
- (5) Clothing services as follows:
 - (a) Laundry agency.
 - (b) Self-service laundry and dry cleaning.
 - (c) Dry cleaning establishment using not more than two clothes cleaning units, neither of which shall have a rated capacity of more than 40 pounds, using cleaning fluid which is nonexplosive and nonflammable.
 - (d) Dressmaking.
 - (e) Millinery.
 - (f) Tailor and pressing shop.
 - (g) Shoe repair shop.
- (6) Equipment services as follows:
 - (a) Radio or television shop.
 - (b) Electric appliance shop.
 - (c) Watch repair shop.
 - (d) Shoe repair shop.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<small>• Site Plans • Special Land Uses • Condominiums • PUDs</small>
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

ORDINANCE

- (e) Uses similar to the above.
- (7) Food service (excluding drive-in type businesses), the business of which shall be conducted entirely within an enclosed building, except that outdoor seating areas shall be permitted (such seating areas may be located in required yard setbacks, provided that such seating shall not impede pedestrian walkways or parking lots, and shall not include table service; all such seating shall be removed when out of season), as follows:
 - (a) Grocery, baked goods and delicatessen.
 - (b) Restaurant.
 - (c) Ice cream stand or shop.
 - (d) Uses similar to the above.
- (8) Offices as follows:
 - (a) Business.
 - (b) Medical.
 - (c) Professional.
- (9) Personal services as follows:
 - (a) Barbershop.
 - (b) Beauty shop.
 - (c) Health salon.
 - (d) Photographic studio.
 - (e) Uses similar to the above.
- (10) Retail service and retail stores generally as follows:
 - (a) Drugstore.
 - (b) Hardware store, paint and wallpaper.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
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ORDINANCE

- (c) Stationer.
 - (d) News dealer.
 - (e) Apparel shop.
 - (f) Household appliances.
 - (g) Flower shop.
 - (h) Gift shop.
 - (i) Variety stores.
 - (j) Bookstores, recordings and videos for sale or rental, except those defined as an adult bookstore.
- (11) Accessory buildings and uses customarily incidental to the above uses.
- (12) Off-street parking.
- (13) Municipal buildings and uses.

(14) Physical Culture Facilities, Gymnasiums, and Reducing Salons

(Code 1983, § 60.52; Ord. No. 2-96, § 1, 2-20-96; Ord. No. 8-00, § 2, 5-15-00; Ord. No. 3-11, § 2, 5-2-11)

Sec. 90-402B PERMITTED USES AFTER SPECIAL APPROVAL

The following uses may be permitted in the B-1 business district subject to the approval of the planning commission:

- (1) Public utility buildings, telephone exchange buildings, electric transformers.
- (2) Radio and television towers.
- (3) Secondhand dealer.
- (4) Drive through restaurants.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

ORDINANCE NO. 3-21

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES
BY AMENDING SECTION 90-418B IN ARTICLE 4B

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 4B, Section 90-418B of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-418B PRINCIPAL PERMITTED USES

In the RO-1 restricted office district, the following uses are permitted:

- (1) Office buildings for any of the following occupations: Executive, administrative, professional, accounting, clerical, stenographic, drafting and office equipment and supply sales;
- (2) Medical offices, including clinics;
- (3) Financial institutions;
- (4) Nursery schools, day nurseries and childcare facilities for the care of seven or more people; and
- (5) Accessory buildings and uses customarily incidental to the above uses.

Section 2. This ordinance shall take effect on _____, 2021.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2021.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 3-21

January 27, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Permit Nursery Schools, Day Nurseries, and Child Care Facilities for More than Seven Children, as a Permitted Use in the RO-1 District (Section 90-418B)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on January 19, 2020. A motion was made by Arnoys, supported by Micele, to recommend to the City Council adoption of revised *Section 90-418B Principal Permitted Uses* Zoning Ordinance text amendment which would permit Nursery Schools, Day Nurseries, and Child Care Facilities for More than Seven Children in the RO-1 zone district. The motion passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

The City of Wyoming restricts where childcare facilities are permitted in the city. Currently, when caring for seven or more children, these facilities are permitted in R-4, R-5, and B-2 zoning districts by right, and R-1, R-2, R-3, R-7, B-3, and PUD-1 as a special use.

Over the past year, the city has received inquiries from potential day care operators and others about allowing daycare facilities at medical offices and other professional offices. Through research staff learned that it is not uncommon for childcare facilities to partner with the types of uses permitted in the RO-1 district.

Following a full zoning review, staff recommended that Nursery Schools, Day Nurseries, and Child Care Facilities for More than Seven Children be permitted in RO-1 districts as a permitted use. These facilities are compatible with the existing RO-1 dimensional requirements of the district and will provide greater access to families seeking childcare.



CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

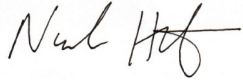
Sam Bolt

Jack A. Poll, Mayor

During the public hearing no members of the public spoke on the proposed ordinance.

The proposed zoning code text amendment is attached.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

Nicole Hofert, City Planner
Department of Community Services

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

A motion was entered by Hall and supported by Arnoys to defer the vote on the adoption of the Master Plan until the February Planning Commission meeting.

A vote on the motion passed unanimously.

Hofert stated that she would set up a special meeting with the Commissioners to further discuss the Master Plan as requested by Chair DeLange. DeLange encouraged the Commissioners to send in questions and concerns to Hofert prior to the meeting and stated that he had been disappointed that more Commissioners had not attended the special meetings that had been held before.

AGENDA ITEM NO. 2

Request to amend Zoning Code Section 90-418B Principal Permitted Uses to include Nursery schools, day nurseries and childcare facilities for the care of seven or more people in a RO-1 Zoning District (Wyoming Planning)

Hofert shared that the proposal was for a text amendment to be approved and recommended to Council.

Hofert provided the general background on the request. Staff have received inquiries about the current zoning and believe that the proposed amendment supports local families and employers. Childcare facilities are currently not permitted in the RO-1 zoning district. These facilities receive children under the age of 18 for group care periods of less than 24 hours a day when the parents or guardians of the child are not immediately available. When caring for seven or more children, these facilities are permitted in R-4, R-5, and B-2 zoning districts by right, and R-1, R-2, R-3, R-7, B-3, and PUD-1 as a special use. In addition to the provisions of the zoning code, childcare facilities must also obtain licensure and meet a series of standards provided by the State of Michigan's Public Act 116 of 1973 and the Michigan Department of Health and Human Services in order to operate.

Hofert shared that staff had conducted research on this request and learned that it is not uncommon for childcare facilities to partner with the types of uses permitted in the RO-1 district, such as medical offices or professional offices. Further, staff believes that this use is a less intensive commercial use in comparison to other uses permitted in commercial districts and could be compatible within the general character of a restricted office district setting. The City's RO-1 districts are also commonly adjacent to major thoroughfares and residential neighborhoods, where the permittance of this use could be beneficial for both working parents and neighboring residential communities.

Hofert shared that due to their compatibility with restricted office districts, staff is recommending that Nursery Schools, Day Nurseries, and Child Care Centers for the care of 7 or more children be permitted as a principle permitted use in the RO-1 Zoning District. The Development Review

Team recommends that Planning Commission adopt the recommended Section 90-418B text amendment and recommend the same to council.

DeLange opened the public hearing at 7:49 pm. There was no public comment and the public hearing was closed at 7:49 pm.

A motion was entered by Arnoys, supported by Micele to approve the proposed text amendment.

A vote on the motion passed unanimously.

NEW BUSINESS

AGENDA ITEM NO. 3

Request for site plan approval for Rivertown Valley Amenities. The property is located at 5972 Wilson Ave SW (Section 32) (TMGB Wilson LLC)

Hofert outlined the specifics of the request. The Reserve development had been approved as a PUD by the City with a series of requirements for amenities, and these amenities are what is being proposed for site plan approval. Hofert shared a map of the site and highlighted the location of the proposed amenities. The area is currently vacant.

Hofert shared that the proposed land use included a walking path, a community clubhouse, and tennis courts that had been previously approved by the Planning Commission and City Council as a part of the Reserve's original development plan. The original development plan had been approved in August of 2018. In November 2019, the site received approval for a clubhouse, tennis courts, and walking paths. These amenities will be maintained by the HOA. This revised proposal relocates the tennis courts from their previously approved location to the clubhouse site.

Hofert stated that The Reserve encompasses 187.26 acres, and that an Overall Development Plan (ODP) for this site was approved by Planning Commission and City Council in August 2018. The ODP required a minimum 1,000sf community center and two tennis courts.

Hofert outlined the following finding of facts regarding the proposal's conformance with ordinance standards.

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

ORDINANCE

RO-1 Restricted Office District

Sec. 90-418B PRINCIPAL PERMITTED USES

In the RO-1 restricted office district, the following uses are permitted:

- (1) Office buildings for any of the following occupations: Executive, administrative, professional, accounting, clerical, stenographic, drafting and office equipment and supply sales;
- (2) Medical offices, including clinics;
- (3) Financial institutions;
- (4) Nursery schools, day nurseries, and child care facilities for the care of 7 or more people; and
- (5) Accessory buildings and uses customarily incidental to the above uses.

(Code 1983, § 60.220)

Sec. 90-419B LOT AND AREA REQUIREMENTS

All uses permitted in the RO-1 restricted office district as principal or special use approvals shall be subject to the same lot and area requirements as for B-1 business district as indicated in section 90-404B.

(Code 1983, § 60.222; Ord. No. 10-14, § 1, 6-2-14)

Sec. 90-420B PERMITTED USES AFTER SPECIAL APPROVAL

The following uses shall be permitted in the RO-1 restricted office district, subject to the approval of the planning commission: all permitted uses in the B-1 business district. Uses allowed under this provision must be located within office buildings and are restricted to no more than 25 percent of the building's first floor square footage. Drive-through services are not permitted, except for financial institutions.

(Ord. No. 11-07, § 1, 4-2-07)

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none">• Site Plans• Special Land Uses• Condominiums• PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

ORDINANCE

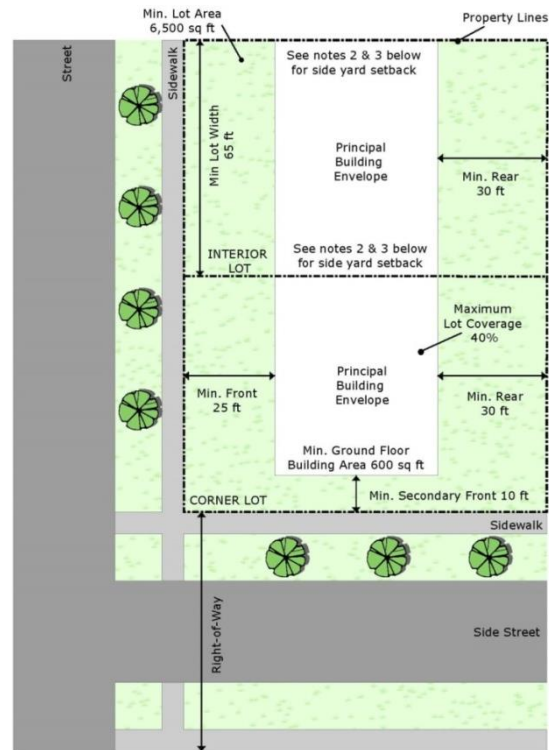
Sec. 90-421B DEVELOPMENT STANDARDS

Minimum Lot Area (1)(5)	6,500 sq ft
Minimum Lot Width (1)(5)	65 ft
Minimum Front Yard (4)(5)	25 ft
Minimum Rear Yard (3)	30 ft
Minimum Side Yard (2)(3)	

Minimum Ground Floor Building Area	600 sq ft
Maximum Building Height	35 ft
Maximum Lot Coverage	40%

Sec. 90-422B SPECIFIC REQUIREMENTS

- (1) Lots existing prior to June 3, 1991 may be utilized for building purposes provided that they are at least 40 feet in width, 4,000 square feet in area and that minimum required yard setbacks can be met.
- (2) Not required unless property abuts a residentially or industrially zoned district, in which case the minimum yard setback shall be 20 feet for that side yard abutting the residentially or industrially zoned district.
- (3) Where a B-1 business district borders a residentially zoned district, excepting where there is a public street or alley located between the districts, there shall be provided along the lot line bordering the residentially zoned district a solid fence or ornamental wall six feet in height above grade constructed of wood, concrete block, brick or comparable material on which there shall be no advertising. However, such fencing shall be reduced to a height of three feet for the nearest 20 feet in length that is perpendicular to a public street right-of-way. Where a public alley is located between the B-1 business district and the residentially zoned district, no fence or wall is required in those locations where a building housing a permitted use is located adjoining the alley or where driveway access is provided to the public alley. Where a public street is located between the B-1 business district and the residentially zoned district, no fence is required.
- (4)
 - (a) For the secondary front yard, there shall be a minimum front yard setback of ten feet except for along major thoroughfares where the minimum setback shall be 25 feet.
 - (b) Parking shall not be permitted in the required front yard and secondary front yard setbacks, except that parking may be permitted in conjunction with site plan approval in that portion of the required front yard located more than 25 feet from the street right-of-way of property



1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review	<ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map				

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- which abuts 28th Street.
- (c) A landscaped greenbelt, as described in Section 90-328 shall be provided in the required front yard and secondary front yard unless parking is otherwise permitted as noted above.
- (5) For all properties which border 28th Street, the front lot line shall be deemed as bordering 28th Street, the minimum front yard shall be 50 feet, the minimum lot width shall be 100 feet and the minimum lot depth shall be 200 feet.

Sec. 90-423B ADDITIONAL REGULATIONS

(1) General Requirements

- (a) Façade Standards. Section 90-322
- (b) Accessory Buildings. Section 90-311
- (c) Fence Regulations. Section 90-312
- (d) Landscaping for non-residential uses. Section 90-328
- (e) Projections into yards. Section 90-306
- (f) Screening of roof top equipment. Section 90-318
- (g) Signs. Article 7
- (h) Off-street parking. Article 6
- (i) Mechanical Appurtenances. Section 90-310
- (j) Dwellings in non-residential zones. See Section 90-319
- (k) Refuse disposal. Section 90-321

(2) Development Procedures

- (a) Special land uses. Section 90-507
- (b) Site Plan. Section 90-500
- (c) Site Condominiums. Section 90-509

(3) Administration and Enforcement

- (a) Board of Zoning Appeals. Article 10
- (b) Permits. Section 90-1008
- (c) Non-conforming lot and uses. Article 9

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review <ul style="list-style-type: none"> • Site Plans • Special Land Uses • Condominiums • PUDs 		
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