

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 18, 2021, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Cynthia Palmer, Grand Rapids First Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the October 4, 2021 Regular Meeting and the October 11, 2021 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 1. Division United by Steven Duong of AECOM
 2. Cyber Security Month Presentation by Pat Firestone
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 36 – To Appropriate \$4,000,000 of Budgetary Authority for a Transfer from the General Fund to Set Aside Funds in the Capital Projects Revolving Fund for Future Asset Management Requirements and to Recognize the Incoming Transfer within the Capital Projects Revolving Fund
 - b) Budget Amendment No. 37 – To Appropriate an Additional \$5,141.00 of Budgetary Authority for City of Grand Rapids Costs Associated with a Hazmat Response within Wyoming and Recognize the Associated Reimbursement Billable to the Responsible Party Per Ordinance

14) Consent Agenda

- a) To Authorize the Mayor and City Clerk to Execute an Amendment to the Streetlighting Contract with Consumers Energy Company

15) Resolutions

- b) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 35)
- c) To Amend the Employment Contract Between the City of Wyoming and the Wyoming Administrative and Supervisory Association and to Amend the Classification and Salary Schedule
- d) To Adopt the Support Emergency Operations Plan and to Authorize the Mayor to Sign the Plan
- e) To Approve a Police Officer Academy Sponsorship Program
- f) To Grant Final Approval to the Proposed Greens of Wyoming Subdivision Phase 2

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

- g) To Participate in the Operation and Maintenance of the Regional Geographic Information System (REGIS)
- h) To Approve Payment of the Annual Grand Valley Metropolitan Council Dues
- i) To Authorize Participation in the Regional NPDES Phase II Stormwater Permit Activities
- j) To Accept a Proposal from Quantum Construction Company for the Penny Lane Storm Sewer Outfall Modification and to Authorize the Mayor and City Clerk to Execute the Contract
- k) To Accept a Quote from Great Lakes Recreation Company to Reseal the Poured-in-Place Safety Surfaces at Frog Hollow Park
- l) To Award Proposals from Presort and Related Services and to Authorize the Mayor and City Clerk to Execute the Contracts
- m) To Authorize the Purchase of Office Furniture for the City Clerk's Office (Budget Amendment No. 38)
- n) To Approve a Change Order for the Purchase of Chlorine
- o) To Accept a Proposal from Black & Veatch for a Water System Energy and Optimization Study and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 39)
- p) To Accept Quotes from Johnstone Supply and Shoemaker Inc. for the Purchase of HVAC Parts
- q) To Authorize the Purchase of Twenty Portable 800 MHz Radios and Radio Accessories (Budget Amendment No. 33)

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

CITY OF WYOMING BUDGET AMENDMENT

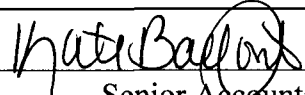
Date: October 18, 2021

Budget Amendment No. 036

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$4,000,000 of budgetary authority for a transfer from the General Fund to set aside funds in the Capital Projects Revolving Fund for future asset management requirements and to recognize the incoming transfer within the Capital Projects Revolving Fund.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Transfer Out - Tranfers - Transfers to Capital Project Revolving Fund				
101-999-99900-999.800	-	4,000,000.00		4,000,000.00
Fund Balance/Working Capital (Fund 101)		-	4,000,000.00	
<u>Capital Projects Revolving Fund</u>				
Transfer From General Fund				
800-699.101	-	4,000,000.00		4,000,000.00
Fund Balance/Working Capital (Fund 800)		4,000,000.00	-	

Recommended: 
Senior Accountant


Deputy City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2021-2022 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK
TO EXECUTE AN AMENDMENT TO THE STREETLIGHTING
CONTRACT WITH CONSUMERS ENERGY COMPANY

WHEREAS:

1. The City has had a contract with Consumers Energy Company (CE) for CE owned streetlights throughout the City for many years.
2. The City desires to have Consumers Energy Company install six (6) 46-watt LED streetlights on Reserve Drive, SW.
3. Consumers Energy will place the six streetlights and necessary appurtenances at a cost of \$3,012.
4. Consumers Energy has submitted the attached modification to the streetlighting contract to address the addition of streetlights.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized to execute the attached Authorization for Change in Standard Streetlighting Contract and the accompanying Consumers Energy Resolution.

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 October 18, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Authorization for Change in Standard Lighting Contract
Consumers Energy Resolution
Vicinity Map

Resolution No. _____



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 103016902985

Consumers Energy Company is authorized as of 8/6/2021, by the City of WYOMING, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of WYOMING, dated 8/6/2021.

Lighting Type:
General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):
1055166906

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 8/6/2021 shall remain in full force and effect.

City of WYOMING

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of WYOMING, dated 8/6/2021, in accordance with the Authorization for Change in Standard Lighting Contract dated 8/6/2021,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Kent

I, _____, Clerk of the City of WYOMING, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
6	<u>46</u>	<u>LED</u>	<u>Post Top</u>	<u>Traditional CO</u>	<u>Install</u>	1-6

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 \$130,932.00, that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$130,932.00 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 \$130,932.00 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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Grant Award Letter

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

October 4th, 2021

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

RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant

Recommendation:

It is recommended that the City Council accept the amount of \$130,932.00 from the SCAO - 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.

Overview of Program:

Over the past seven years The Council has been in full support of the Veterans Treatment Court. The program continues to evolve at a steady pace with an anticipated caseload of 25-35 veterans within the next several months. This is 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 primary 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.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

September 28, 2021

Honorable Pablo Cortes, Chief Judge/Veterans Treatment Court Judge
62A District Court
Wyoming Justice Center
2650 DeHoop Ave., S.W.
Wyoming, MI 49509

Re: Michigan Veterans Treatment Court Grant Program Award Notification
62A District Court — Veterans Treatment Court
SCAO UI: U30018

Dear Chief Judge Cortes:

I am pleased to inform you that your court has been awarded a grant in the amount of \$130,932 (of which \$50,000 is for Prescription Compliance Oral Fluid Testing) from the Michigan Veterans Treatment Court Grant Program administered by the State Court Administrative Office. This award is for the grant period October 1, 2021, through September 30, 2022.

Your court's fiscal year 2022 contract will be e-mailed from DocuSign to your project director, Anthony Torres. Signed contracts must be returned by December 17, 2021. The budget, based on your court's actual award, must be updated in WebGrants by November 5, 2021. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

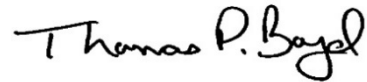
If you have any questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

September 28, 2021

Page Two

Finally, you should know that the Michigan Supreme Court appreciates your effort and passion presiding over these life-saving courts. You and your treatment court team are to be commended for making a difference in so many lives.

Sincerely,

A handwritten signature in black ink that reads "Thomas P. Boyd". The signature is written in a cursive style with a large, stylized 'T' at the beginning.

Thomas P. Boyd
State Court Administrator

cc: Andrew Smith, Problem-Solving Courts Manager
Jill Booth, SCAO Region V Administrator
Christopher Kittmann, Court Administrator
Anthony Torres, Veterans Treatment Court Project Director

RESOLUTION NO. _____

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF WYOMING AND THE WYOMING ADMINISTRATIVE AND SUPERVISORY ASSOCIATION AND TO AMEND THE CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming Administrative and Supervisory Association to add the classification of Planner II as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the aforementioned amendment to the Employment Contract between the City of Wyoming and the Wyoming Administrative and Supervisory Association and the Classification and Salary Schedule.

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 October 18, 2021.

ATTACHMENTS:

Staff Report

Memorandum of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

DATE: October 4, 2021
TO: Curtis Holt, City Manager
FROM: Nicole Hofert, Director of Planning and Economic Development
RE: Planning and Economic Development Department Staffing

RECOMMENDATION

It is recommended the City Council authorize one administrative classification for the continued development and growth of the Planning and Economic Development Department.

COMMUNITY, SAFETY, STEWARDSHIP

The new proposed position will continue to ensure that the City of Wyoming Planning and Economic Development staff can provide timely review and responses to residents, developers and business owners while ensuring compliance with all state and local requirements and ordinances.

DISCUSSION

The newly created classification of Planner II stems from a review of the Planner I and Principal Planner classifications.

The new structure allows for more diversification and growth opportunities within the department. The current Planner I position remains a more entry level planning position. The candidate pool for this classification is usually larger but offers a typically inexperienced or under experienced candidate pool.

The Planner II position is a mid-level position. The desired levels of experience and education have been increased when compared to the Planner I position. This change will best position the City in the future to attract a candidate with the skill set required to help develop more complicated planning and economic development projects.

The Principal Planner position and the City Planner position remain in place. These positions will remain vacant but could be filled in the future by more senior level planners.

The current intent is for the department to be staffed by two planners, in addition to the Director. These positions will likely be comprised of a Planner I and Planner II classification, but may include two Planner II's depending on the candidate pool at the time of hiring.

BUDGET IMPACT

The addition of this position will have no impact on the approved budget. There are sufficient funds already approved for the addition of staff to the Planning and Economic Development Department.

MEMORANDUM OF UNDERSTANDING

Re: Planner II


The City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association agree as follows:

1. The position of Planner II is hereby added to the bargaining unit.
2. The position of Planner II is hereby placed in the A20 range of the Classification and Salary Schedule in effect for bargaining unit employees.

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND
SUPERVISORY ASSOCIATION

By: _____
Its: City Manager, Curtis Holt

By:  _____
Its: President, Kenny Westrate

Date: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO ADOPT THE SUPPORT EMERGENCY OPERATIONS PLAN
AND TO AUTHORIZE THE MAYOR TO SIGN THE PLAN

WHEREAS:

1. The Support Emergency Operations Plan describes how the City of Wyoming will handle emergency situations in cooperation with the Kent County Emergency Management Program.
2. The goal of the Support Emergency Operations Plan is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property.
3. The Support Emergency Operations Plan was developed by a local planning team consisting of key departments in the County covering emergency functions such as law enforcement, fire, public works, and public health.
4. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assists the Kent County Emergency Management Program in developing and maintaining the County Emergency Operations Plan.
5. The City of Wyoming Director of Public Safety, Kimberly Koster, presented the Support Emergency Operations Plan to the Wyoming City Council at their October 11, 2021 work session.
6. It is recommended the City Council adopt the Support Emergency Operations Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby adopt the Support Emergency Operations Plan.
2. The City Council does hereby authorize the Mayor to sign the Support Emergency Operations Plan.

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

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

ATTACHMENTS:
Support Emergency Operations Plan

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING

SUPPORT EMERGENCY OPERATIONS PLAN

An all-hazards plan supporting the Kent County Emergency Action Guidelines, for use in the event of disaster or severe emergency of natural, human, wartime, technological or terrorism origin.

October 18, 2021

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Promulgation Document

Officials of the City of Wyoming, in conjunction with County and State Emergency Eanagement (EM) agencies, have developed this Support Emergency Operations Plan that will enhance the local emergency response capability.

This plan, when used properly and updated, will assist local government officials to accomplish their primary responsibilities of protecting lives and property in their community. This plan and its provisions will become official when it has been signed and dated below by the Chief Executive Official (CEO) of the municipality.

Mayor Jack Poll
City of Wyoming

Date

Approval and Implementation

The Support Emergency Operations Plan, referred to in this document as the Support EOP, describes how the City of Wyoming will handle emergency situations in cooperation with the Kent County Emergency Management Program. The Support EOP assigns responsibilities to agencies for coordinating emergency response activities before, during, and after any type of emergency or disaster. The Support EOP does not contain specific instructions as to how each department will respond to an emergency; these can be found in the plan annexes or separate Standard Operating Procedures (SOP).

The goal of the Support EOP is to coordinate emergency response efforts to save lives, reduce injuries, and preserve property. The Support EOP addresses emergency issues before and after an emergency, but its primary goals are to assemble, mobilize and coordinate a team of responders that can respond to any emergency, and describe response procedures in relation to the county response procedures.

The Support EOP will use a graduated response strategy that is in proportion to the scope and severity of an emergency. The City of Wyoming will plan, prepare and activate resources for local emergencies that affect the local area (or a specific site) and/or widespread disasters that affect the entire state and/or nation.

The Support EOP was developed by a Local Planning Team (LPT). The LPT consists of key departments covering emergency functions such as law enforcement, fire, public works, and public health. The team works to establish and monitor programs, reduce the potential for hazard events in the community through planning, review, and training, and assist the Kent County Emergency Management Program in developing and maintaining the County EOP.

The Support EOP must be signed by the current CEO each time it is updated, with the exception of the following activities:

1. Minor updates e.g. changing system names, grammar, spelling or layout changes
2. Updates to the annexes

These activities may be updated in the plan without the CEO signature by the following individuals:

1. Emergency Management Liaison
2. Department head responsible for an annex

Homeland Security Presidential Directive (HSPD) 5 facilitates a standard management approach to major incidents, the National Incident Management System (NIMS). NIMS is administered as part of the National Response Framework (NRF) which integrates the federal government into a single, all discipline, and all-hazards plan. NIMS will provide a nationwide approach that enables federal, state, tribal and local government agencies to “work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity.” This Support EOP has integrated NIMS concepts, including the Incident Command System (ICS), and language to help incident management operate in accordance to the NIMS using the guidance provided by the Department of Homeland Security (DHS).

During an emergency, all response personnel will use the ICS to manage the incident and employ emergency resources at the site. The Emergency Operation Center (EOC) will coordinate additional resources when needed. This EOP will be used during community recovery after an emergency.

This plan supersedes all previous plans.

Record of Distribution

The following is a list of the individuals and facilities that have been provided a copy of the Support EOP in order to conduct the assigned tasks addressed in this plan.

Title of Recipient	Name of Recipient	Agency	Date	Number of Copies
Chief Executive Official	Mayor Jack Poll	City of Wyoming		
Wyoming City Council	Mayor and Council members	City of Wyoming		
Wyoming City Manager	Curtis Holt	City of Wyoming		
Kent County Emergency Management Coordinator	Matt Groesser	Kent County, Emergency Management		
City of Wyoming Emergency Management Liaison	Kim Koster	Wyoming Department of Public Safety		
Communications and Warning Official	Brett Hulliberger	Kent County Sheriff's Office – 911 Communications Center		
Damage Assessment Official	Scott Engerson	City of Wyoming Assessor's Office		
Fire Services Official	Brian Bennett	Wyoming Department of Public Safety Fire Services		
Mass Care, Emergency Assistance, Housing, and Human Services Official	Rebecca Rynbrandt	City of Wyoming, Community Services		
Public Health and Medical Services Official	Brandon Travis	Wyoming Department of Public Safety Fire Services		
Public Information Official	John McCarter	City of Wyoming		
Public Works Official	Myron Erickson	City of Wyoming		
Planning Official	Nicole Hofert	City of Wyoming		

Basic plan

Purpose

The City of Wyoming has elected to incorporate into the Kent County Emergency Management Program. As partners in the five phases of emergency management including mitigation, preparedness, prevention, response and recovery, the City of Wyoming and the Kent County Emergency Management Program share joint responsibilities. The City of Wyoming Support EOP has been developed to identify these responsibilities. It is to be used in concurrence with the County EOP. In accordance with Section 19 of the Michigan Emergency Management Act (1976 PA 390, as amended), activation of this this plan at the beginning of a disaster or emergency also establishes eligibility to receive state assistance for disaster related expenses incurred during a State of Emergency or Disaster declared by the Governor, for which federal assistance is unavailable.

Scope

The City of Wyoming Support EOP is an adaptable document that can be applied to all hazards. Due to the unique nature of emergencies, it may become necessary to deviate from the contents of the plan when responding to an incident. Agencies that have been assigned supporting roles in this plan have developed and will maintain SOPs that provide systematic instructions for accomplishing their assigned functions. The local government conducts additional activities, such as personnel training, participation in exercises, public information, land-use planning, etc., to support emergency preparedness, mitigation, and response efforts. To facilitate efficient emergency management operations, the City of Wyoming continues to implement the NIMS.

Authorities and References

A. Authority of local officials during an emergency:

1. 1976 PA 390, as amended,
2. City of Wyoming, local Emergency Management resolution,
3. City of Wyoming, adoption of the Support EOP,
4. Executive Directive No. 2005-09, the state adoption of the NIMS,
5. The Robert T. Stafford Disaster Relief and Emergency Assistance Act,
6. Emergency Planning and Community Right to Know Act of 1986 (EPCRA) also known as the Superfund Amendments and Reauthorizations Act (SARA), Title III,
7. Good Samaritan Law and Know Act of 1986.

B. References used to develop the Support EOP:

1. NIMS,
2. NRF,
3. Michigan Emergency Management Plan (MEMP), Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD),
4. Pub 204, MSP/EMHSD.

Plan Development and Maintenance

To ensure that this Support EOP addresses the needs of the community and is consistent with the Kent County EAG, this document was developed in a cooperative, whole community effort between municipal government, local community, and the County Emergency Management Program. The Support EOP is updated after every change of the municipal CEO or update to the County EOP. After the plan is adopted by resolution of the council and approved by the CEO, it is forwarded to the County Emergency Management Program. The plan will be implemented, tested through exercises in concurrence with county officials, and maintained in accordance with the standards and currentness of the Kent County EAG.

This plan has been provided to all municipal departments, local elected officials, the County Emergency Management Program and all agencies tasked within the document. It includes this Basic Plan, which provides an overview of the municipality's preparedness and response strategies, and functional annexes that describe the actions, roles and responsibilities of participating organizations.

Situation Overview

- B. The City of Wyoming has taken various preparedness and incident management steps to enhance capabilities in responding to incidents including:
 - 1. The mitigation of potential hazards.
 - 2. Identification of emergency response agencies and mechanisms that will protect life and property before, during and after an emergency.
 - 3. Tasking agencies, organizations, and individuals with specific functions and responsibilities relative to emergency operations. Assigned tasks are explained in further detail under "Organization and Assignment of Responsibilities."
 - 4. Integration with the Kent County EAG, Kent County Hazard Mitigation Plan, MEMP, etc.

- C. Community profile:

The City of Wyoming is located in the southwest section of Kent County. The community has a population of **75,702** residents. Approximately 11% of residents have been recognized as individuals with Access and Functional Needs. Many of the residents that require Functional Needs Support Services (FNSS) reside in congregate care centers, while others reside in non-group homes where support is provided as needed or on-call.

- D. Hazard and threat analysis:

According to the Kent County Hazard Mitigation Plan, communities in the county are most vulnerable to: Severe Winter Weather, Electrical Failure, Tornadoes, and Riverline Flooding. Areas within the City of Wyoming that are especially vulnerable to these hazards are properties within the flood plain.

Thirty-eight (38) sites that contain extremely hazardous materials are located in the City of Wyoming. Facility owners have reported the types of hazardous materials that are stored on-site, as required by the Emergency Planning and Community Right-To-Know Act (EPCRA). Pursuant to SARA Title III requirements, off-site emergency response plans have been developed by the Local Emergency Planning Committee (LEPC) to prepare fire departments for responding to the release of the specific hazardous materials on these sites.

- E. Relationship between municipality and County Emergency Management Program:

Emergency management and response are primarily local responsibilities. However, disasters and emergencies might exhaust the resources and capabilities of local governments. Therefore, the City of Wyoming has chosen to incorporate into the Kent County Emergency Management Program. To coordinate emergency management related matters with the County Emergency Management Program, the City of Wyoming has appointed the Director of Public Safety to serve as the Emergency Management Liaison. The Emergency Management Liaison facilitates communication and coordination between the City of Wyoming and county, and is the local point of contact for the County Emergency Management Coordinator (EMC).

Planning Assumptions

- A. The proper implementation of this plan will result in saved lives, incident stabilization, and property protection in the City of Wyoming.
- B. Some incidents occur with enough warning that necessary notification can be issued to ensure the appropriate level of preparation. Other incidents occur with no advanced warning.
- C. Depending upon the severity and magnitude of the situation, local resources may not be adequate to deal with an incident. It may be necessary to request assistance through volunteer organizations, the private sector, mutual aid agreements (MAAs)/memorandums of understanding (MOUs), and/or county, state and federal sources. When provided, these will supplement, not substitute for, relief provided by local jurisdictions.
- D. All emergency response agencies within the City of Wyoming that have been tasked in the plan are considered to be available to respond to emergency incidents. Agencies will work to save lives, protect property, relieve human suffering, sustain survivors, stabilize the incident, repair essential facilities, restore services and protect the environment.
- E. When a jurisdiction receives a request to assist another jurisdiction, reasonable actions will be taken to provide the assistance as requested.
- F. Emergency planning is a work-in-progress; the Support EOP is consistently reviewed and updated.
- G. During an emergency or disaster, parts of the plan may need to be improvised or modified, if necessary, based on the situation.

Concept of Operations

- A. Activation of the Support EOP and declaration of a local state of emergency:

When a threat is perceived, the Emergency Management Liaison activates the Support EOP and the local Emergency Operations Center (EOC) to facilitate activities that ensure the safety of people, property and environment. Pursuant to 1976 PA 390, as amended, the municipal Mayor may declare a local state of emergency for the City of Wyoming if circumstances indicate that the occurrence or threat of widespread or severe damage, injury, or loss of life or property exist. In the absence of the Mayor pursuant to local legislation, the City Manager is authorized to declare a local state of emergency. Upon a local declaration, PA 390 authorizes the Mayor or his/her designee to issue directives as to travel restrictions on local roads. To facilitate activities that ensure the safety of people, property and environment, a local declaration also activates this Support EOP and the municipal Emergency Operations Center (EOC). A local state of emergency shall not be continued or renewed for a period in excess of seven (7) days except with the consent of the governing body of the municipality.

- B. The following procedures are conducted and coordinated with the county in response to an incident:

1. The Emergency Management Liaison will perceive the threat, assess the hazard and ensure that municipal emergency response agencies, elected officials and County EMC are notified of the situation.
2. Municipal agencies assess the nature and scope of the emergency or disaster.
3. If the situation can be handled locally, the following guidelines are used:
 - a. The Emergency Management Liaison advises the CEO and coordinates all local emergency response actions.
 - b. The Emergency Management Liaison activates the EOC. The EOC is located at 2650 DeHoop. If this location is unavailable, the alternate EOC location is the Wyoming District Court building located at 2300 DeHoop.
 - c. The CEO declares a local state of emergency. The Emergency Management Liaison notifies the County EMC and forwards the declaration to the County Emergency Management Program.
 - d. Emergency Response Agencies are notified by the Emergency Management Liaison to report to the EOC through radio, telephone or smart messaging communication.
 - e. The CEO directs departments/agencies to respond to the emergency in accordance with the guidelines outlined in this plan and its annexes, and issues directives as to protective actions and travel restrictions on local roads.
 - f. The Emergency Management Liaison keeps the County EMC informed of the situation and actions taken.
4. If the emergency is beyond local control, municipal resources become exhausted, or special resources are needed, county assistance is requested through the County EMC.
5. If county assistance is requested, the County EMC assesses the situation and makes recommendations on the type and level of assistance. The county will also take the following steps:
 - a. Activate County EOC and EOP
 - b. Respond with county resources
 - c. Activate MAA/MOUs to supplement county resources
 - d. Notify MSP/EMHSD District Coordinator
 - e. Make available incident information to MSP/EMHSD and statewide agencies via the Michigan Critical Incident Management System (MI CIMS) online platform, by submitting and maintaining applicable MI CIMS boards and logs.
6. If county resources and capabilities are exhausted, the county requests the Governor to declare a State of Emergency or State of Disaster in accordance with procedures set forth in 1976 PA 390, as amended. If the emergency occurs solely within the confines of the municipality, the county shall not request state assistance or the Declaration of a State of Disaster or Emergency unless requested to do so by the municipal CEO.

Organization and Assignment of Responsibilities

A. Emergency Management Organization:

1. The City of Wyoming emergency management organization is comprised of a number of agencies and departments that are responsible for conducting activities in response to emergencies within the community. To facilitate an effective emergency response, these departments have been assigned to nine (9) specific emergency functions. All agencies are responsible for implementing pre-disaster activities to prevent, mitigate and prepare for the various hazards that the community is vulnerable to. These activities include awareness training and public education, exercising, preparing Standard Operating Procedures (SOPs) and job aides, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, regulating land-use, etc.
2. The following table lists the established emergency support functions, assigned agencies, primary points of contact, and phone numbers.

Function	Agency	Primary Contact	Phone
Direction, Control , and Coordination	City of Wyoming, City Manager's Office	Curtis Holt, City Manager	616-530-7272 (O) 616-893-1449 (C)
Communications and Warning	Kent County Sheriff's Office - 911 Communications Center	Brett Hulliberger, Emergency Communications Manager	616.632.6086 (O) 616-265-6802 (C)
Damage Assessment	City of Wyoming, Assessor's Office	Scott Engerson, City Assessor	616-530-7248 (O) 616-581-0979 (C)
Fire Services	Wyoming Department of Public Safety – Fire Services	Brian Bennett, WYDPS Fire Chief	616-257-9722 (O) 616-299-5484 (C)
Mass Care, Emergency Assistance, Housing, and Human Services	City of Wyoming, Department of Community Services	Rebecca Rynbrandt, Director of Community Services	616-261-3520 (O) 616-893-8334 (C)
Public Health and Medical Services	Wyoming Department of Public Safety – Fire Services	Brandon Travis WYDPS Fire	616-446-8941 (O) 616-481-9253 (C)
Public Information	City of Wyoming City Manager's Office	John McCarter, Deputy City Manager	616-530-7244 (O) 616-250-8276 (C)
Public Safety	Wyoming Department of Public Safety – Police Services	Kimberly Koster, Director of Public Safety	616-530-7323 (O) 616-893-5122 (C)

Public Works	City of Wyoming, Public Works	Myron Erickson, Director of Public Works	616-261-3562 (O) 616-292.7498 (C)
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3. The following table lists the alternates designated to represent the emergency functions.

Agency	1 st Alternate	2 nd Alternate
City Manager’s Office	Dep. City Manager John McCarter 616-530-7244 (O) 616-250-8276 (C)	
Wyoming Department of Public Safety – Police	Deputy Director Kip Snyder 616-530-7329 (O) 616-821-7429 (C)	Captain Tim Pols 616-257-9719 (O) 616-889-1051 (C)
Wyoming Department of Public Safety – Fire	Deputy Chief Dennis VanTassell 616-530-7252 (O) 616-302-0064 (C)	
Wyoming City Assessor’s Office	Joseph Arevalo 616-530-7230(O) 616-215-9596 (C)	Michele Tabor 616-530-7233 (O) 616-550-5084 (C)
Wyoming Community Services	Stephanie Brock-Knoper 616-530-7266 (O) 616-879-9786 (C)	Krashawn Martin 616-261-3517 (O) 616-893-8363 (C)
Wyoming Public Works	Aaron Vis 616-530-7264 (O) 616-889-2053 (C)	Shimo Svabic 616-530-3464 (O) 616-889-8546 (C)
Kent County Sheriff’s Office 911 Communications Center	Eric Hutchinson ECSII 616-632-6261 (O) 616-438-5753 (C)	Jennifer Robinson ECSII 616-632-6082 (O) 616-240-8105 (C)

4. The City of Wyoming maintains 24 fulltime departments. All departments contribute to the safety and welfare of the community. Each department employs qualified emergency personnel and maintains equipment that can be used in emergency response. A list of resources available for utilization during incidents can be requested through the Emergency Management Liaison. If resource needs exceed the capabilities of the community, the CEO may activate MAA/MOUs and pre-disaster contracts, or it may become necessary to request county assistance.

B. Responsibilities:

1. The following responsibilities have been assigned to each organization that has been assigned responsibility in this plan:
 - a. Assist in the development, review and maintenance of Support EOP and County EOP.
 - b. Report to the local EOC when activated for scheduled exercises or emergencies.
 - c. Build capabilities and develop/maintain SOPs for specific functions or actions identified in the plan. Continuously review and update procedures.
 - d. Maintain a list of resources available through the departments.
 - e. Establish MAA/MOUs and contracts with other jurisdictions and organizations to supplement municipal resources.
 - f. Activate MAA/MOUs and contracts with other organizations to supplement response activities when local resources become exhausted.
 - g. Train personnel in emergency management functions and NIMS/ICS concepts.
 - h. Protect vital records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
 - i. Ensure compliance with this plan and the County EOP, and any pertinent procedures and documents that impact the provision of emergency services in the municipality.
2. The annexes attached to this plan further describe nine (9) emergency support functions and their associated responsibilities in mitigation, preparedness, prevention, response and recovery. Annexes include the organizations that are responsible for carrying out the emergency functions, and assign tasks associated with each function.

ANNEXES

The annexes attached to the Basic Plan describe all-hazard functions and include the roles and responsibilities that each responsible agency should consider during an emergency for which the Support EOP has been activated. Each annex contains: the agencies responsible for carrying out a function, their assigned tasks, and the concept of operations.

The annexes attached to this plan include the following functions:

Annex A, Direction, Control, and Coordination

Annex B, Communications and Warning

Annex C, Damage Control

Annex D, Fire Services

Annex E, Mass Care, Emergency Assistance, Housing, and Human Services

Annex F, Public Health and Medical Services

Annex G, Public Information

Annex H, Public Safety

Annex I, Public Works

ANNEX A

DIRECTION, CONTROL, AND COORDINATION

The Direction, Control, and Coordination function is responsible for the activation, organization and operation of the local EOC, the facilitation of incident management, response, and recovery efforts, and coordination with the County Emergency Management Program.

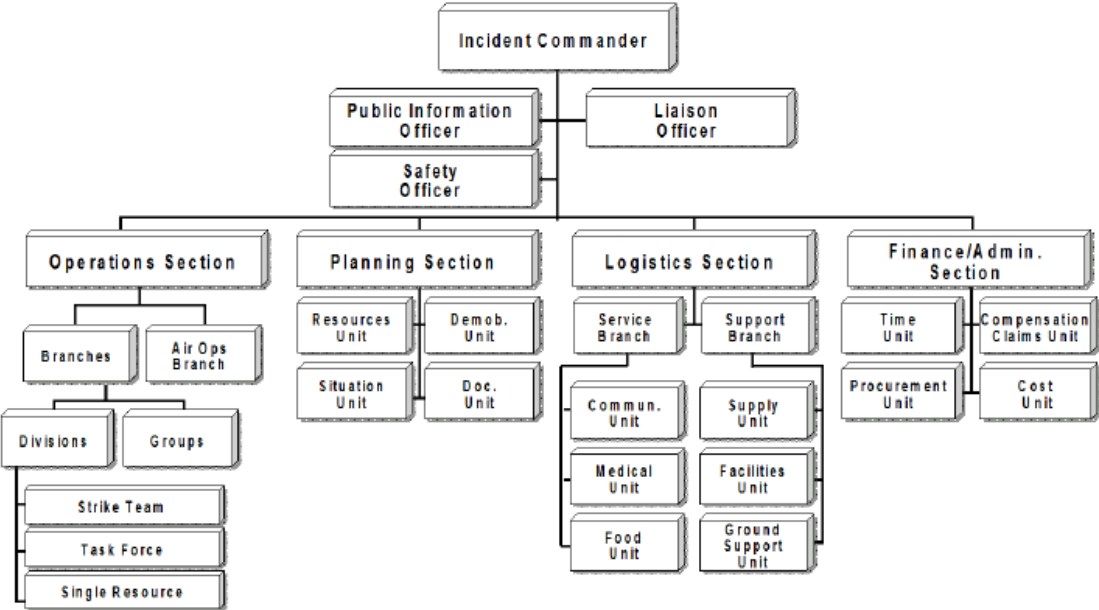
Direction, Control, and Coordination officials will maintain liaison and coordinate emergency management and response activities with the Direction, Control and Coordination function at the county level. This annex relates to the following annex(es) in the Kent County EAG: (ICS/EOC Command, Direction and Control, ICS Planning, and ESF#5 – Information & Planning)

Responsible Agency: City Manager’s Office

Direction, Control, and Coordination Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	EOC operations
	Activate the EOC and ensure that appropriate staff is notified.
	Establish a system of coordination, such as ICS (see Figure 1), within the EOC. (Field operations at the ICP are required to utilize ICS.)
	Maintain administrative materials for the EOC, i.e., pencils, paper, maps, and status boards.
	Ensure copies of the Support EOP and EOC SOPs are available to EOC staff.
	Coordinate with law enforcement officials for EOC security.
	Local authority
	Direct and coordinate response activities in accordance with this plan, including prioritizing allocation of scarce resources.
	Relieve jurisdiction employees of normal duties and temporarily reassign them to emergency duties, and employ temporary workers, as necessary.
	Declare a local state of emergency.
	Issue directives as to travel restrictions on municipal roads.
	Recommend appropriate protective measures to ensure the health and safety of people and property.
	Assistance to other agencies
	Advise the County Emergency Management Coordinator of the situation and maintain liaison with the County Emergency Management Program.
	Establish communications with and provide support to the Incident Command Post (ICP).
	Provide frequent staff briefings and ensure all groups function as planned.
	Inform legislative body of measures taken.
	Review and authorize the release of information to the public through the Public Information Officer (PIO).
	Logistics
	Ensure all resources are made available for response.
	Formulate specific assistance requests to adjacent jurisdictions and the county.
	Activate MAA/MOUs and contracts with other jurisdictions and organizations.
	Provide aid to other communities as provided for in MAA/MOUs.
	Ensure staff maintains logs of actions taken and financial records.

Figure 1. ICS Incident Management Structure



DIRECTION, CONTROL, AND COORDINATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Wyoming	Mayor, City of Wyoming

The line of succession for the CEO for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
City Manager	City of Wyoming
Deputy City Manager	City of Wyoming

The line of succession for the Emergency Management Liaison for representing the Direction, Control, and Coordination function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director of Public Safety	Wyoming Department of Public Safety
Deputy Director of Public Safety	Department of Public Safety – Police Services
Fire Chief	Wyoming Department of Public Safety – Fire Services

The CEO and Emergency Management Liaison are responsible for reporting or delegating an individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Direction, Control, and Coordination function.

SIGNATURE OF CHIEF EXECUTIVE OFFICIAL	DATE

SIGNATURE OF EMERGENCY MANAGEMENT LIAISON	DATE

ANNEX B

COMMUNICATIONS AND WARNING

The Communications and Warning function is responsible for alerting and notification of key officials, receiving and disseminating warning and critical emergency information to the public, and the establishment, maintenance, and coordination of communication protocols and links between the EOC and other incident facilities.

The Communications and Warning Official will maintain liaison and coordinate emergency management and response activities with the Communications and Warning functions at the county level. This annex relates to the following annex(es) in the Kent County EAG: (Communications, Public Information, Warning, and ESF#2 – Communications and ESF#15 – External Affairs)

Responsible Agency: Kent County – Emergency Communications

Communications and Warning Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Communication links
	Ensure lines of communication have been established between all agencies represented in the local EOC, their department offices and their staff at the incident site. Available channels for establishing communications include telephone, smart phone (e.g., text groups), radios and pagers.
	Coordinate communications between municipal and county EOC. Available channels for establishing communications include telephone, smart phone (e.g., text groups), radios and pagers.
	Establish communications links with the adjacent communities and higher levels of government.
	Coordinate warning frequencies and procedures with adjacent communities and other government agencies.
	Disaster warning and information
	Activate public warning systems when instructed to do so by the CEO or Emergency Management Liaison. Warning methods include sirens, loud speakers, door-to-door notification, reverse 911, news media and social media.
	Ensure that warning messages received through the Law Enforcement Information Network (LEIN), National Warning System (NAWAS), Emergency Alert System (EAS), local weather spotters, or other verifiable means are issued in a timely manner.
	Determine which facilities are endangered by the incident and contact those facilities. Ensure they are contacted when protective actions are rescinded.
	Notify special locations (e.g., schools, hospitals, nursing homes, major industries, institutions, and places of public assembly).
	Ensure that public warning systems provide notification to residents with Access and Functional Needs, such as the elderly, hearing impaired, non-English speakers, individuals with mobility limitations, etc.
	Official notification
	Ensure that all necessary officials have been notified and/or updated about the incident.
	Notify neighboring jurisdictions of impending hazard or hazardous situations when instructed to do so by the Chief Executive Official or Emergency Management Liaison.

COMMUNICATIONS AND WARNING

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Kent County Communications Center	Emergency Communications Center Manager

The line of succession for representing the Communications and Warning function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Emergency Communications Supervisor II	County of Kent

The Deputy City Manager is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Communications and Warning function.

SIGNATURE OF COMMUNICATIONS AND WARNING OFFICIAL	DATE

ANNEX C

DAMAGE ASSESSMENT

The Damage Assessment (DA) function is concerned with the process of documenting damage from emergencies in the community. Information gathered may be used to determine the extent of damage and impact on the community resulting from an incident to justify future federal funding, declarations of emergency, and disaster proclamations. An accurate damage assessment is a necessary part of the recovery phase and determines qualification for state and federal disaster aid.

The Damage Assessment Official will maintain liaison and coordinate emergency management and response activities with the DA function at the county level. This annex relates to the following annex(es) in the Kent County EAG: (Damage Assessment, ICS Logistics Section, ESF#5 – Information & Planning and ESF#14 – Long-Term Community Recovery)

Responsible Agency: City of Wyoming, Assessor’s Office

Damage Assessment Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Damage assessment
	Maintain current list of DA field team members.
	Maintain damage assessment field team supplies for contingency purposes, i.e., MSP/EMHSD Pub 901 Michigan Damage Assessment Handbook, blank forms, flashlights, cameras, pencils, paper, maps, etc.
	Activate DA field teams.
	Collect both public and private damage assessment information.
	Record initial information on damages from first responders.
	Augment DA field teams, as the situation dictates.
	Dissemination of DA information
	Provide an initial DA to EOC staff.
	Provide and verify DA information to the CEO and, if necessary, assist in preparation of a local state of emergency declaration.
	Prominently display DA information in the EOC, including maps, situation updates and assessment data.
	Provide the PIO with current DA information for release to the public.
	Provide DA data to the Emergency Management Liaison. The Emergency Management Liaison will forward information to the County Emergency Management Program for submission in MI CIMS.
	Logistics
	Maintain a status list of requested resources.
	Compile and maintain a record of expenditures for personnel, equipment, supplies, etc.

DAMAGE ASSESSMENT

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Wyoming – Assessor’s Office	City of Wyoming Assessor

The line of succession for representing the DA function during a response to an emergency or disaster situation is:

TITLE	AGENCY
City Assessor	City of Wyoming – Assessor’s Office
Property Examiner III	City of Wyoming – Assessor’s Office
Property Examiner II	City of Wyoming – Assessor’s Office

The City Assessor is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the DA function.

SIGNATURE OF DAMAGE ASSESSMENT OFFICIAL	DATE

ANNEX D
FIRE SERVICES

The Fire Services function is concerned with detecting and suppressing wild land, rural, and urban fires and any of these that result from, or occur coincidentally with, an incident response.

The Fire Services Official will maintain liaison and coordinate emergency management and response activities with the Fire Services function at the county level. This annex relates to the following annex(es) in the Kent County EAG: (Fire Services, ESF#4 – Firefighting, and ESF#9 – Search and Rescue, etc.)

Responsible Agency: Department of Public Safety – Fire Services

Fire Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Response activities
	Coordinate fire response and search and rescue activities with appropriate personnel at the County Emergency Management Program, including assistance to regional special teams such as Regional Response Teams, Michigan Urban Search and Rescue (MUSAR), bomb squads, etc.
	Respond to hazardous materials spills.
	Coordinate with the County EMC and the State of Michigan in the decontamination of affected citizens and emergency workers after exposure to CBRNE hazards.
	Assist in searching for bombs and explosive devices in connection with terrorism or weapons of mass destruction (WMD) events.
	Assistance to other agencies
	Advise EOC staff about fire and rescue activities.
	Provide communications and other logistical supplies, as needed.
	Assist with evacuations.
	Assist in damage assessment operations.
	Assist in warning the population. Loud speakers on fire vehicles or door-to-door warning may be utilized.
	Assist in salvage operations and debris clearance.

FIRE SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Department of Public Safety – Fire Services	Fire Chief

The line of succession for representing the Fire Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Fire Chief	Department of Public Safety – Fire Services
Deputy Fire Chief	Department of Public Safety – Fire Services
Fire Marshall	Department of Public Safety – Fire Services

The Fire Chief is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Fire Services Functions.

SIGNATURE OF FIRE SERVICES OFFICIAL	DATE

ANNEX E

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

This function is concerned with issues related to the provision of mass care, emergency assistance, housing, and human services to disaster survivors, including those that require FNSS, throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Mass Care, Emergency Assistance, Housing, and Human Services Official will maintain liaison and coordinate emergency management and response activities with the Mass Care functions at the county level. This annex relates to the following annex(es) in the Kent County EAG: (Human Services, ESF#2 – Communications, and ESF#6 – Mass Care, Emergency Assistance, Housing, and Human Services)

Responsible Agency: City of Wyoming, Department of Community Services

Mass Care, Emergency Assistance, Housing, and Human Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Disaster-related needs
	Coordinate activities of municipal departments that provide mass care and human services.
	Coordinate activities of Building Inspections and Code Enforcement services to ensure safe housing occupancy.
	Coordinate with the County Emergency Management Program, the American Red Cross (ARC) and other agencies to distribute food, water, and clothing, and meet other basic needs of disaster survivors and emergency responders.
	Coordinate to provide transportation for disaster survivors and emergency responders.
	Arrange for the provision of crisis counseling to disaster survivors and emergency responders.
	Coordinate procedures for the tracking of family members and reunification of families.
	Identify and account for personal property that may be lost during a disaster.
	Coordinate with the County EOC to establish procedures for the registration and management of volunteers and donations.
	Coordinate with agencies in the community that work with individuals with access and functional needs to ensure disaster related needs are met.
	Protective action
	Coordinate the provision of transportation for evacuation.
	Provide staff and resources to manage open shelters.
	Provide staff and resources to perform building/housing occupancy inspections, including structural, electrical, mechanical, etc.
	Coordinate care for individuals at shelters and for those who have been sheltered-in-place.
	Determine whether shelters must be opened long or short-term.
	Provide guidance/policies for the care of household pets that are brought to shelters by evacuees (only service animals are allowed into ARC shelters).
	Pre-identified shelter locations include: (shelter locations; information on pre-identified shelter locations should be available from the County Emergency Management Program or ARC)

MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Wyoming, Department of Community Services	Director of Community Services

The line of succession for representing the Mass Care, Emergency Assistance, Housing, and Human Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director of Community Services	Department of Community Services
Community Development Specialist	Dept. of Community Services – Community Development
Recreation Supervisor	Dept. of Community Services – Parks & Recreation
Inspections Supervisor	Dept. of Community Services – Building Inspections

The Director of Community Services is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Mass Care, Emergency Assistance, Housing, and Human Services function.

SIGNATURE OF MASS CARE, EMERGENCY ASSISTANCE, HOUSING, AND HUMAN SERVICES OFFICIAL	DATE

ANNEX F

PUBLIC HEALTH AND MEDICAL SERVICES

The Public Health and Medical Services function is responsible for assessing public health and medical needs, health surveillance, and provision of medical care personnel, supplies and equipment.

The Public Health and Medical Services Official will maintain liaison and coordinate emergency management and response activities with the Public Health and Medical Services function at the county level. This annex relates to the following annex(es) in the Kent County EAG: (Emergency Medical Services, Public Health, and ESF#8 – Public Health and Medical Services)

Responsible Agency: Wyoming Department of Public Safety – Fire Services

Public Health and Medical Services Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another representative from the agency to staff the EOC and implement the plan.
	Patient care
	Coordinate with medical providers and shelter managers to staff medical personnel at shelters.
	Identify the transportation resources and personnel needs to transport disaster survivors to temporary care centers.
	Provide transportation of patients and assist hospitals with transfer of patients.
	Ensure identification and notification of disaster survivors and emergency responders in need of crisis counseling and/or debriefing.
	Coordinate the monitoring of disaster survivors and emergency responders for exposure to chemical, radiological, or biological contaminants, and assist in their decontamination.
	Public health
	If necessary, identify a site for a temporary morgue. NOTE: The medical examiner is responsible for identifying the deceased. Law enforcement and EMS may provide additional support in collecting and transporting.
	Assist with animal and pet control and support the county Animal Control Unit in the quarantine and disposal of diseased animals.

PUBLIC HEALTH AND MEDICAL SERVICES

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
Wyoming Department of Public Safety – Fire Services	Fire Chief

The line of succession for representing the Public Health and Medical Services function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Fire Chief	Wyoming Department of Public Safety – Fire Services
Fire Marshall	Wyoming Department of Public Safety – Fire Services
Fire Inspector	Wyoming Department of Public Safety – Fire Services

The Fire Chief is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Health and Medical Services function.

SIGNATURE OF HEALTH AND MEDICAL OFFICIAL	DATE

ANNEX G

PUBLIC INFORMATION

The Public Information function ensures accurate, coordinated, timely, and accessible information is disseminated to governments, media, the general public, and the private sector throughout the prevention, preparedness, mitigation, response, and recovery phases of disasters and emergencies.

The Public Information Official will maintain liaison and coordinate emergency management and response activities with the Public Information function at the county level. This annex relates to the following annex(es) in the Kent County EAG: (Public Information, Warning, and ESF#15 – External Affairs)

Responsible Agency: City of Wyoming, City Manager’s Office

Public Information Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Pre-disaster public education
	Assist the Emergency Management Liaison in developing educational materials on the hazards facing the community and explaining what people can do to protect themselves to recover from incidents.
	Ensure that written materials are developed for non-English speaking individuals or others who require FNSS.
	Disaster warning and information
	Develop and release updated EAS messages based on incoming information.
	Document which EAS messages have been delivered over radio and television.
	Ensure that accurate information is disseminated describing such items as the locations of shelters, missing persons information hotline, volunteer hotline, rumor control hotline, etc.
	Distribute prepared public educational materials.
	Media coordination
	Establish and maintain contact with the EOC and/or the ICP.
	Prepare press releases and ensure that all press releases and official information is reviewed by City Manager.
	Verify that information is accurate before releasing it to the media.
	Schedule media briefings.
	Establish a Public Information Center as the central point from which municipal news releases are issued.
	Assist the county in establishing a Joint Information Center (JIC; the JIC can be used by agency representatives for releasing information to the news media).
	Coordinate public information activities with the County PIO and the JIC.
	Schedule interviews between the CEO and media agencies.
	Monitor all forms of media, both traditional and social, for rumors, and address rumors as soon as possible

PUBLIC INFORMATION

The following agency is responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Wyoming, City Manager's Office	Deputy City Manager

The line of succession for representing the Public Information function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Deputy City Manager	City of Wyoming, City Manager's Office
Communications Specialist	City of Wyoming, City Manager's Office
Public Information Officer	Wyoming Department of Public Safety – Administrative Services

The City of Wyoming Communications Specialist is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Information function.

SIGNATURE OF PUBLIC INFORMATION OFFICIAL	DATE

ANNEX H
PUBLIC SAFETY

The Public Safety function is concerned with ensuring the safety of all citizens, maintaining law and order, protecting public and private property and providing protection for essential industries, supplies and facilities.

The Public Safety Official will maintain liaison and coordinate emergency management and response activities with the Public Safety function at the county level. This annex relates to the following annex(es) in the Kent County EAG: (Law Enforcement Annex, ESF#13 – Public Safety and Security)

Responsible Agency: Department of Public Safety – Police Services

Public Safety Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan.
	Response activities
	Provide security and access control at critical facilities and incident sites.
	Implement any curfews ordered by the governor or CEO.
	Enforce evacuation orders and assist in evacuations.
	Ensure prisons and jails are notified of potential threat and determine whether proper safety and security precautions are being taken.
	Implement urban search and rescue capabilities, including animals.
	Investigate incident and provide intelligence information to county, state and federal officials.
	Transportation
	Secure unusable roads. (Use Fire Services and Public Works for support, if necessary).
	Identify routes that need barricades and signs. Request necessary assistance from Public Works.
	Ensure vehicles on evacuation routes are removed. If necessary, request that Public Works agencies move vehicles off the road. Maintain record of where vehicles are being taken.
	Coordinate with the Road Commission or Public Works in rerouting traffic and putting the appropriate signs in place.
	Assistance to other agencies
	Assist Warning function in warning the public, when necessary.
	Assist the medical examiner with mortuary services.
	Assist families isolated by the effects of the disaster.

PUBLIC SAFETY

The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
Wyoming Department of Public Safety	Director of Public Safety

The line of succession for representing the Public Safety function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Police Services Captain	Wyoming Department of Public Safety
Administrative Services Captain	Wyoming Department of Public Safety
Police Services Lieutenant	Wyoming Department of Public Safety

The Director of Public Safety is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Safety function.

SIGNATURE OF PUBLIC SAFETY OFFICIAL	DATE

ANNEX I

PUBLIC WORKS

The Public Works function is responsible for conducting pre- and post-incident assessments, ensuring critical services are met through existing contracts, providing technical assistance and engineering expertise and construction management, providing emergency repair of damaged public infrastructure and critical facilities, and the clearing of debris from public roads.

The Public Works Official will maintain liaison and coordinate emergency management and response activities with the Public Works function at the county level. This annex relates to the following annex(es) in the Kent County EAG: (Public Works/Transportation, ESF#1 – Transportation, ESF#3 – Public Works and Engineering and ESF#12 – Energy)

Responsible Agency: City of Wyoming, Public Works Department

Public Works Checklist

	Report to the EOC, when activated, for scheduled exercises and disasters, or delegate another from the agency to staff the EOC and implement the plan
	Response activities
	Coordinate debris removal activities.
	Coordinate activities designed to control the flow of floodwater.
	Damage assessment
	Provide engineering expertise to inspect public structures and determine if they are safe to use.
	Provide DA information for roads, bridges, buildings, infrastructure, etc. to DA function.
	Transportation
	Provide barricades and signs for road closures and boundary identification (to include activating MAA/MOUs if additional barricades are needed).
	Provide technical expertise in road weight limits, road capacity, etc., to determine whether evacuation routes are adequate for traffic flow.
	Notify law enforcement of the location(s) of disabled vehicles.
	Contact appropriate Michigan Department of Transportation (MDOT) and county transportation officials to request travel restrictions on state and county roads, if necessary.
	Assistance to other agencies
	Assist in identifying access control areas.
	Assist with urban search and rescue activities, if necessary.
	Maintain contact with local utilities to determine the extent and cause of damage and outages. Report this information and restoration schedules to EOC staff.
	Coordinate with utility companies in the restoration of essential services.
	Logistics
	Provide vehicles and personnel to transport essential goods, such as food and medical supplies, when directed by the EOC staff.
	In conjunction with public health, help identify sources of potable water.
	Assist in identifying and obtaining the appropriate construction equipment to support disaster response and recovery operations.
	Provide emergency generators and lighting.

PUBLIC WORKS

The following agencies are responsible for this annex:

AGENCY	TITLE OF CONTACT
City of Wyoming – Public Works	Director of Public Works

The line of succession for representing the Public Works function during a response to an emergency or disaster situation is:

TITLE	AGENCY
Director of Public Works	City of Wyoming – Public Works
Assistant Director of Public Works	City of Wyoming – Public Works

The Director of Public Works is responsible for reporting or delegating another individual from their agency to report to the EOC during scheduled exercises or emergencies to coordinate and represent the Public Works function.

SIGNATURE OF PUBLIC WORKS OFFICIAL	DATE

RESOLUTION NO. _____

RESOLUTION TO APPROVE A
POLICE OFFICER ACADEMY SPONSORSHIP PROGRAM

WHEREAS:

1. Police officers must be trained in a police officer academy to become MCOLES certifiable and must be certified to perform the duties of their job.
2. Recruitment of police officers is competitive throughout the region and from local academies, and many agencies in West Michigan have implemented academy sponsorship programs.
3. As detailed in the attached memorandum from the Director of Public Safety Kimberly Koster, it is recommended City Council approve a police officer academy sponsorship program.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve a police officer academy sponsorship program.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Memorandum
Program Document

Resolution No. _____

Interdepartmental Correspondence

TO: Curtis Holt, City Manager
FROM: Chief Kimberly S. Koster
DATE: 10/01/21
SUBJECT: Police Officer Academy Sponsorship Program



Wyoming Department of Public Safety

Employers throughout the country are struggling to find qualified workers for a wide variety of jobs. Law enforcement is no exception. As we look to the future, we know that our need for new officers will present us with a variety of challenges. We know, for example, that the need for qualified police candidates may exceed the number of qualified candidates who are graduating every year from police academies across the state. This means that we must be able to attract the best candidates early on if we want to maintain the high caliber of employees that we have now. In order to meet this challenge, and others, we must be more creative and progressive in our recruiting and hiring practices.

Considering the fact that turnover in the City of Wyoming's sworn police force has remained quite steady over the last six years, we could see an average of six to seven sworn employees leave per year. With the DROP plan option in the Defined Benefit Plan, we also know that three of our high-level command officers will be leaving in the next 2-3 years. We also know that six additional command officers and 11 police officers will be eligible for retirement in the next three years, and by July 2029, all but four of the current command officers will be eligible for retirement, with another eight police officers reaching retirement age.

Having this information puts us in a strong position to implement a more focused police recruitment program to fill the openings we currently have and anticipate.

The attached Police Officer Academy Sponsorship Program will allow us to identify high-quality police officer candidates, sponsor them through the police academy, and then move them into full time police officer positions. Creating a pipeline of talent that is committed to the City of Wyoming Department of Public Safety is an integral way for us to compete with other local communities for the small pool of new officers that become certified each year.

Other communities throughout West Michigan and the state that have implemented or will be implementing a police recruitment program include Grand Rapids, Kentwood, Holland, Walker, and Novi.

This program may initially qualify for ARPA funds. Ongoing funding for the program at this time will be budgeted in and are currently available in 101-305-32000-956.001 Police Safety Police – Training – Other Services – Tuition Reimbursement. A budget amendment may be necessary later this fiscal year.

With your support, I would like to bring this program to the City Council work session on October 11 and to the October 18 regular meeting for their approval.

City of Wyoming

Police Officer Academy Sponsorship Program

CITY MISSION: Community – Safety – Stewardship

DEPARTMENT MISSION: Honor – Courage – Duty – Trust

REQUIREMENTS

To participate in the Police Officer Academy Sponsorship Program, candidates must:

- Apply for the sponsorship program and be approved by the Director of Public Safety and the City Manager
- Apply for and be accepted into OR be enrolled and participating in any MCOLES-accredited academy approved by the Director of Public Safety
- Complete an interview with the Director of Public Safety or designee
- Pass a drug screen
- Be able to pass a comprehensive background investigation
- Be actively employed as a Police Cadet for the City of Wyoming
- Be certifiable by MCOLES upon completion of the academy
- Comply with all policies, rules, and regulations of the City of Wyoming, Department of Public Safety, academic institution, and the academy

EMPLOYMENT

- Upon acceptance into the City of Wyoming Police Officer Academy Sponsorship Program, the candidate will be presented a conditional offer of employment as a full-time police officer.
- Provided that the candidate successfully completes the academy, becomes MCOLES certifiable, and completes all required conditions of employment with the City of Wyoming, the candidate will be employed as a full-time police officer.

SPONSORSHIP PROGRAM BENEFIT

- City will pay for the academy program costs (including books but excluding room and board) after scholarships, grants, and other non-loan financial aid has been applied.
- Candidates may attend any MCOLES-accredited academy approved by the Director of Public Safety; however, the program benefit amount will be limited to the equivalent of the cost from the Grand Valley State University Police Academy program.

REPAYMENT

- Candidate must work as a sworn City of Wyoming Department of Public Safety – Police employee for five years from date of hire as a police officer. Any candidate who leaves prior to their fifth anniversary (voluntary or not voluntary) will be subject to the repayment policy:
 - 5 years of service – no repayment
 - 4+ years of service – 25% repayment
 - 3-4 years of service – 50% repayment
 - 2-3 years of service – 80% repayment
 - Completion of FTO-2 years of service – 90% repayment
 - Non-completion of FTO – 100% repayment
 - Does not meet requirements stipulated in conditional offer and is not hired – 100% repayment
 - Non-completion of academy – 100% repayment

City of Wyoming
Police Officer Academy Sponsorship Program Application

The City of Wyoming is an Equal Opportunity Employer

Name: _____

Address: _____

Are you related to any employee or elected official (if so, who)? Y N

Have you ever been employed by the City of Wyoming? Y N

(if so, where?) _____

Have you ever been a member of the United States Armed Forces? Y N

(if so, what branch?) _____

Academy name, address, and phone number: _____

Have you been accepted into the academy? Y N

**if you have been accepted, include a copy of the acceptance letter*

Academy start date: _____

Expected academy completion date: _____

Academy program cost (attach detailed receipt/invoice/statement): _____

For your application to be considered, you must attach a resume that includes a list of references, education, and work history.

Agreement:

I understand that time spent training, studying, and attending the academy is not paid time by the City of Wyoming.

I understand that I am responsible for repaying the City for the cost or a portion of the cost paid by the City for the police academy in accordance with the schedule listed in the City of Wyoming Police Officer Academy Sponsorship Program and according to Finance Department procedures.

I agree to abide by all policies, procedures, rules, and regulations set forth by the City of Wyoming, the Department of Public Safety, the academic institution, and the academy in which I am enrolled.

I understand that the City reserves the right to accept or reject for any reason any or all employee requests to enter or continue in the Program, and to change or discontinue the program at any time and in any manner deemed to be in the best interest of the City.

Employee name (printed): _____ Date: _____

Employee signature: _____

Dept. Head signature: _____ Date: _____

Finance Dept. signature _____ Date: _____

Human Resources signature: _____ Date: _____

City Manager signature: _____ Date: _____

Consent to Authorize Payroll Deduction

I hereby request and authorize the City of Wyoming to deduct any required repayment, as stipulated in the Police Officer Academy Sponsorship Program, from my gross pay. This may be deducted from multiple paychecks, including from my final payment, which may also include payment for accrued leave benefits.

I further acknowledge that if I was not hired by the City of Wyoming or if my final payment does not cover the full cost of repayment due, that I will provide the City with payment for the remaining amount due, no later than two weeks after my separation date.

Employee name (printed): _____ Date: _____

Employee signature: _____

RESOLUTION NO. _____

RESOLUTION TO GRANT FINAL PLAT APPROVAL TO THE PROPOSED
GREENS OF WYOMING SUBDIVISION PHASE 2

WHEREAS:

1. The City of Wyoming strives to provide quality housing throughout the community. The proposed subdivision will provide 39 residential lots to complement this endeavor.
2. The proposed Greens of Wyoming Subdivision will integrate with the adjoining residential subdivisions to the east and provides an appropriate development of a vacant site.
3. The proposed subdivision complies with the City's Master Plan, Zoning Ordinance and Subdivision Ordinance.
4. City Council granted preliminary plat final approval of Phase 2 of the proposed subdivision at its September 3, 2019 meeting.
5. City Council granted a 120-day extension for preliminary plat final approval, in accordance with Chapter 74 Subdivisions, at its July 6, 2021 meeting.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby grant Final Plat Approval for Greens of Wyoming Subdivision Phase 2.

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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

October 13, 2021

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Final Plat Approval for Greens of Wyoming Phase 2 (Westview Capital LLC)

Recommendation: To grant final plat approval

Dear Ms. VandenBerg,

Westview Capital LLC has requested final plat approval for Phase 2 of the Greens of Wyoming Subdivision. The platting of subdivisions is a multi-step process.

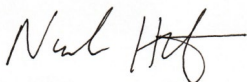
A detailed review of the request is available in the attached supportive materials. Following please find some general information.

The petitioner proposes 39 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering, was granted by Planning Commission on June 21, 2016 and City Council on July 5, 2016.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat – Final Approval was granted by Planning Commission on August 20, 2019 and City Council on September 3, 2019. City Council subsequently granted a 120-day extension for this approval on July 5, 2021.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development. Per Sec. 74-242 City Council shall consider the final plat and review for conformance with the ordinance. The applicant has complied with the requirements of Sec. 74-241.

Respectfully submitted,



Nicole Hofert, Director
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

Marissa Postler

Robert Postema

Sam Bolt

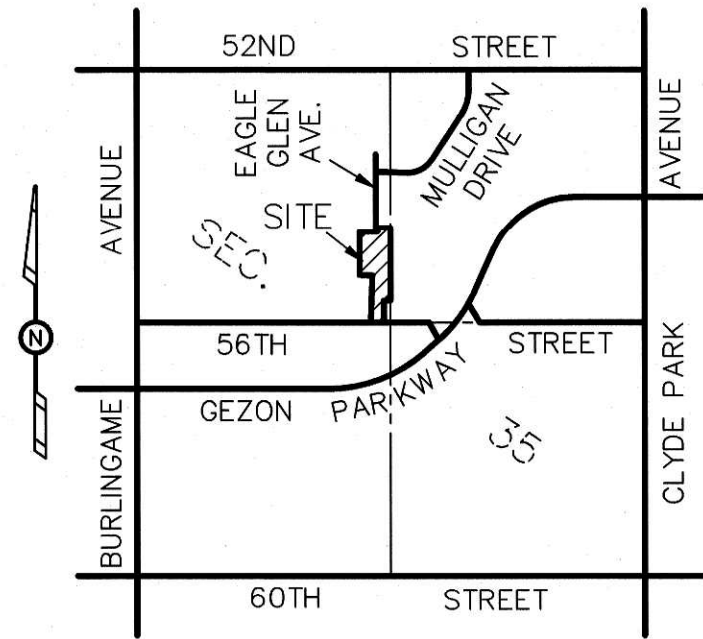
Jack A. Poll, Mayor

Russ Henckel, Assistant Director of P.W./Engineering
Scott Smith, City Attorney

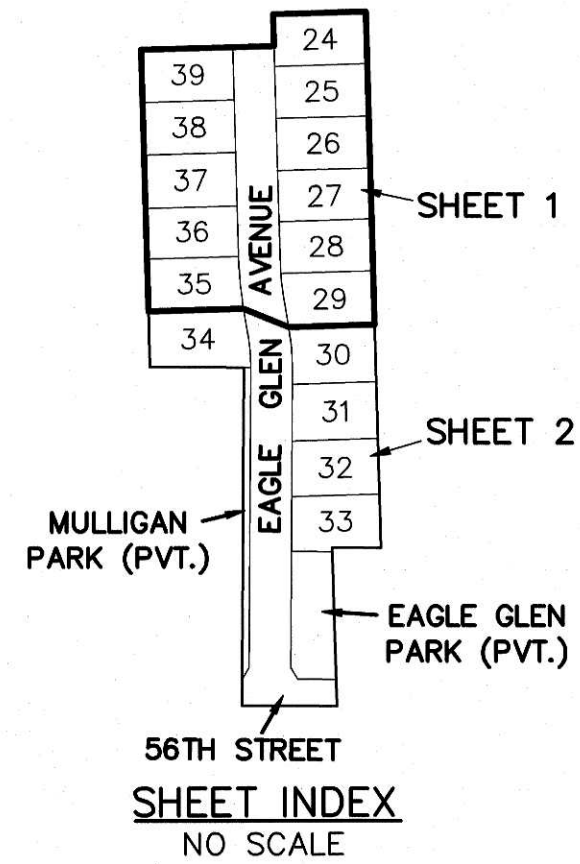
GREENS OF WYOMING NO. 2

PART OF THE NW 1/4, SECTION 35, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN

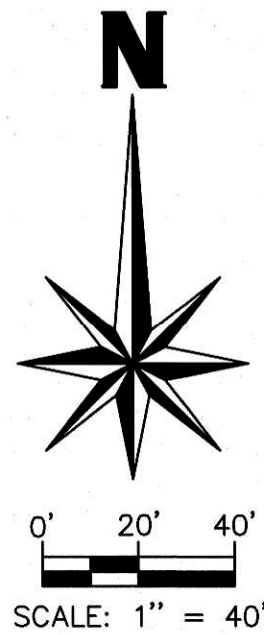
SHEET 1 OF 3



LOCATION MAP
SCALE 1" = 2000'



56TH STREET
SHEET INDEX
NO SCALE



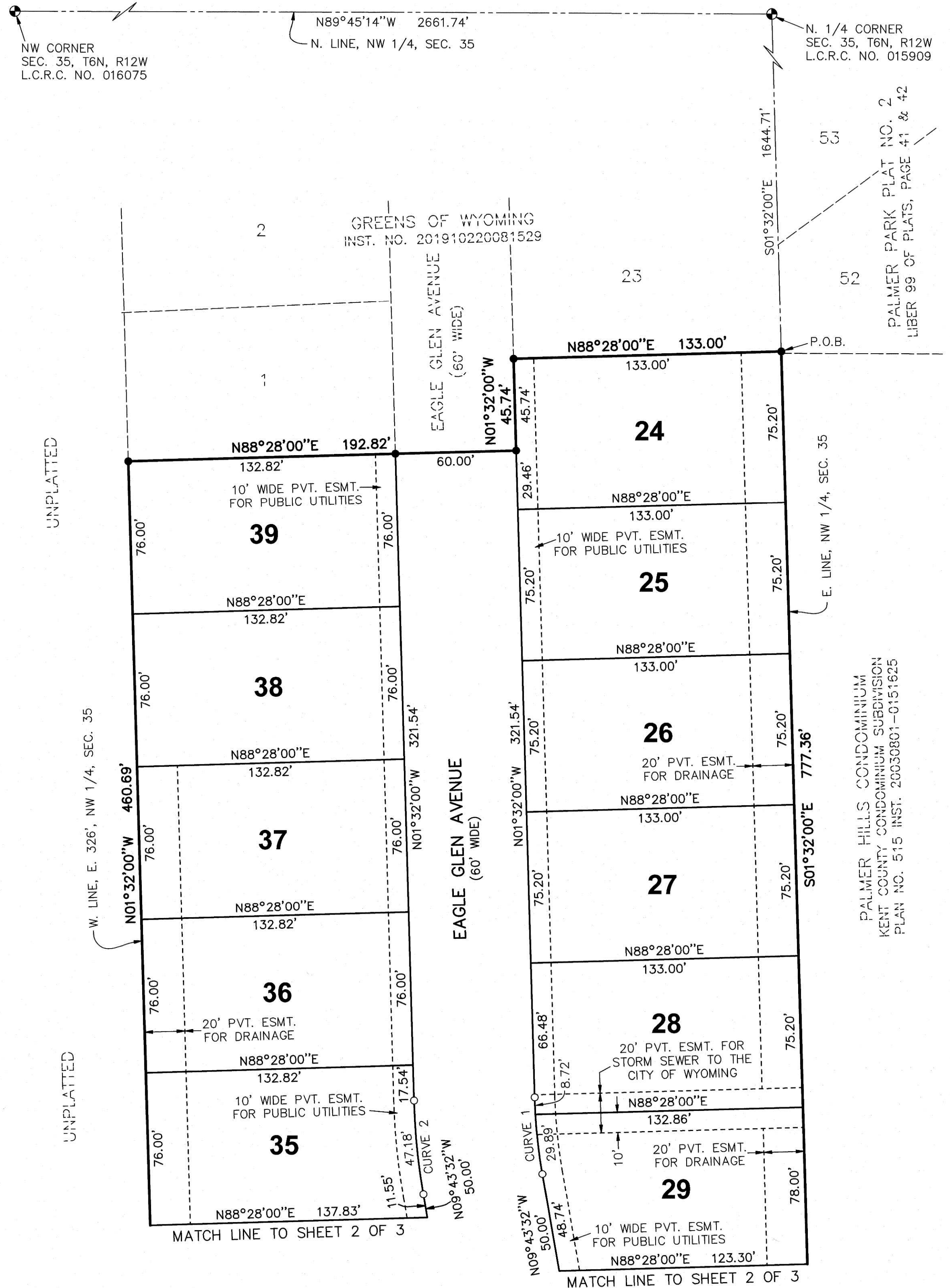
CURVE TABLE					
CURVE NO.	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
1	08°11'32"	270.00'	38.61'	N05°37'46"W	38.57'
2	08°11'32"	330.00'	47.18'	N05°37'46"W	47.14'

RESTRICTION NOTE
THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE CITY OF WYOMING AND THE KENT COUNTY DRAIN COMMISSIONER WHICH ARE RECORDED IN INSTRUMENT NUMBER _____ OF RECORDS OF THIS COUNTY.

LEGEND
ALL DIMENSIONS ARE IN FEET.
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.
PLAT BEARINGS ARE BASED ON GREENS OF WYOMING
AS RECORDED IN INSTRUMENT NO. 201910220081529
○ = SET MONUMENT WITH A 1/2" DIAMETER STEEL BAR, 36" LONG, ENCASED IN 4" DIAMETER CONCRETE.
ALL LOT CORNERS ARE MARKED BY 1/2" DIAMETER STEEL BARS, 18" IN LENGTH WITH SURVEY CAP MARKED EXXEL 50433.
R = RADIAL. LINES NOT MARKED ARE NON-RADIAL.
● = FOUND MONUMENT WITH A 1/2" DIAMETER STEEL BAR, ENCASED IN 4" DIAMETER CONCRETE.
INST. = INSTRUMENT



Kenneth J. Vierzén



UNPLATTED

UNPLATTED

PALMER HILLS CONDOMINIUM
KENT COUNTY CONDOMINIUM SUBDIVISION
PLAN NO. 515 INST. 20030801-0151625

PALMER PARK PLAT NO. 2
LIBER 99 OF PLATS, PAGE 41 & 42

GREENS OF WYOMING NO. 2

PART OF THE NW 1/4, SECTION 35, T6N, R12W,
CITY OF WYOMING, KENT COUNTY, MICHIGAN
SHEET 3 OF 3

TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE 5 YEARS PRECEDING _____, 2021, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

PETER F. MACGREGOR, KENT COUNTY TREASURER

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON _____, 2021, AS COMPLYING WITH 1967 PA 288, MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT.

KENNETH YONKER, DRAIN COMMISSIONER

DATE: _____

MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WYOMING AT A MEETING HELD _____, 2021, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. THE CITY DOES HAVE THE PROPERLY ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES WITH REFERENCE TO SECTION 148(4) AND 186 OF 1967 PA 288, AND THE CITY WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC SEWER SERVICES AND PUBLIC WATER SERVICES HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION. SURETY FOR THE INSTALLATION OF LOT CORNERS AND MONUMENTS HAS BEEN POSTED AND EXPIRES WITHIN ONE YEAR OF THE ABOVE DATE.

KELLI VANDENBERG, CITY CLERK

DATE: _____

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON _____, 2021, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

MANDY BOLTER, BOARD CHAIRMAN
BOARD OF COMMISSIONERS

LISA POSTHUMUS LYONS, COUNTY CLERK
REGISTER OF DEEDS

PETER F. MACGREGOR
KENT COUNTY TREASURER

SURVEYOR'S CERTIFICATE


I, KENNETH J. VIERZEN, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS: GREENS OF WYOMING NO. 2, PART OF THE NORTHWEST 1/4 OF SECTION 35, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 35; THENCE S01°32'00"E 1644.71 FEET ALONG THE EAST LINE OF SAID NORTHWEST 1/4 AND THE EAST LINE OF GREENS OF WYOMING (AS RECORDED IN INSTRUMENT NUMBER 201910220081529) AND THE WEST LINE OF PALMER PARK PLAT NO. 2 (AS RECORDED IN LIBER 99 OF PLATS, PAGE 41 AND 42) TO THE SOUTHEAST CORNER OF SAID GREENS OF WYOMING AND THE POINT OF BEGINNING; THENCE CONTINUING S01°32'00"E 777.36 FEET ALONG SAID EAST LINE OF SAID NORTHWEST 1/4 AND SAID WEST LINE OF SAID PALMER PARK PLAT NO. 2 AND THE WEST LINE OF PALMER HILLS CONDOMINIUM (KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 515 AS RECORDED IN INSTRUMENT NO. 20030801-0151625); THENCE N89°36'44"W 70.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE S01°32'00"E 230.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4; THENCE N89°36'44"W 136.43 FEET ALONG SAID SOUTH LINE; THENCE N00°23'16"E 489.72 FEET; THENCE N89°36'44"W 136.00 FEET TO THE WEST LINE OF THE EAST 326.00 FEET OF SAID NORTHWEST 1/4; THENCE N01°32'00"W 460.69 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID GREENS OF WYOMING; THENCE N88°28'00"E 192.82 FEET ALONG THE SOUTH LINE OF SAID GREENS OF WYOMING; THENCE N01°32'00"W 45.74 FEET ALONG SAID SOUTH LINE; THENCE N88°28'00"E 133.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS 16 LOTS, 2 PRIVATE PARKS AND 5.49 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT. THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY AS REQUIRED BY THE ACT. THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT. THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.

September 20, 2021

EXXEL ENGINEERING, INC.
5252 CLYDE PARK, S.W.
GRAND RAPIDS, MI 49509-9724


KENNETH J. VIERZEN, VICE PRESIDENT
PROFESSIONAL SURVEYOR NO. 4001051491



PROPRIETOR'S CERTIFICATE

WESTVIEW CAPITAL, LLC, 2186 E. CENTRE STREET, PORTAGE, MICHIGAN 49002, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY ITS MANAGER, GREEN HOLDINGS, LLC, A LIMITED LIABILITY COMPANY, BY THOMAS M. LARABEL, VICE PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC; THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT. THAT EAGLE GLEN PARK AND MULLIGAN PARK ARE PRIVATE PARKS FOR THE USE OF THE GREENS OF WYOMING HOMEOWNERS ASSOCIATION.

WESTVIEW CAPITAL, LLC
2186 E. CENTRE STREET
PORTAGE, MICHIGAN 49002

STATE FILE NUMBER E15007
FILED ON NOVEMBER 13, 2008

BY: GREEN HOLDINGS, LLC, ITS MANAGER
2186 E. CENTRE STREET
PORTAGE, MICHIGAN 49002

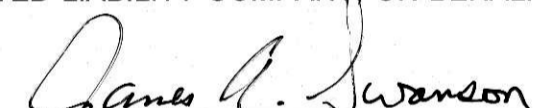
STATE FILE NUMBER D1186P
FILED ON DECEMBER 8, 2006


BY: THOMAS M. LARABEL, VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF MICHIGAN
COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF SEPTEMBER, 2021, BY THOMAS M. LARABEL, VICE PRESIDENT OF GREEN HOLDINGS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, MANAGER OF WESTVIEW CAPITAL, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.


JAMES A. SWANSON
NOTARY PUBLIC, KENT COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 01/09/2027

RECORDING CERTIFICATE

STATE OF MICHIGAN
COUNTY OF KENT)

THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ DAY OF _____, 2021, AT _____ M. AND RECORDED IN INSTRUMENT NO. _____.

LISA POSTHUMUS LYONS, REGISTER OF DEEDS

RESOLUTION NO. _____

RESOLUTION TO PARTICIPATE IN THE OPERATION AND MAINTENANCE
OF THE REGIONAL GEOGRAPHIC INFORMATION SYSTEM (REGIS)

WHEREAS:

1. The City of Wyoming is a member of the area's Regional Geographic Information System.
2. The ongoing operation and maintenance is determined by an oversight committee of member communities (REGIS), a committee of the Grand Valley Metro Council.
3. The continued operation and maintenance of the system requires members to pay predetermined fees to REGIS.
4. The City of Wyoming's fees for the REGIS fiscal year 2021-2022 are estimated to be \$132,000.
5. Funds have been appropriated in the following budgets: 101-209-20900-956.000 (Assessing), 101-305-32500-807.000 (Police), 101-400-40000-956.000 (Planning), 202-441-46300-807.000 (Major Streets), 203-441-46300-807.000 (Local Streets), 208-752-75200-807.000 (Parks), 249-371-37210-807.000 and 249-371-72200-807.000 (Building Inspections), 590-441-54200-807.000 (Sewer) and 591-441-56200-807.000 (Water).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of fees for REGIS fiscal year 2021-2022.

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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Invoice

Grand Valley Metro Council

678 Front Avenue NW
Suite 200
Grand Rapids, MI 49504
Phone # 616-776-3876

Invoice

Date	Invoice #
10/1/2021	3574

Bill To
City of Wyoming ATTN: Accounts Payable 1155 28th Street SW PO Box 905 Wyoming, MI 49509

Description	Amount
Regis Dues FY 2021 - 2022 October 1, 2021 - March 31, 2022	65,988.75
	<i>x2 for April '22 to Sept '22 = \$131,977.50</i>
	Total \$65,988.75

RESOLUTION NO. _____

RESOLUTION TO APPROVE PAYMENT OF THE
ANNUAL GRAND VALLEY METROPOLITAN COUNCIL DUES

WHEREAS:

1. The City of Wyoming is a member of the area's designated Metropolitan Planning Organization, the Grand Valley Metropolitan Council (GVMC).
2. The GVMC determines the distribution of Federal Highway Funds.
3. It is in the City of Wyoming's best interest to pay annual dues and be actively involved in the decision making process.
4. The City of Wyoming's dues for 2021-2022 are \$36,941.
5. Funds have been appropriated in the Major Streets Administration account 202-441-48300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2021-2022 GVMC dues in the amount of \$36,941.

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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Invoices

Grand Valley Metro Council

678 Front Avenue NW
Suite 200
Grand Rapids, MI 49504
Phone # 616-776-3876

Invoice

Date	Invoice #
10/1/2021	3601

Bill To
City of Wyoming ATTN: Accounts Payable 1155 28th Street SW PO Box 905 Wyoming, MI 49509

Description	Amount
Transportation Dues FY 2021 - 2022 10/01/2021 - 09/30/2022	17,467.00
Total	\$17,467.00

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE PARTICIPATION IN
REGIONAL NPDES PHASE II STORMWATER PERMIT ACTIVITIES

WHEREAS:

1. The City of Wyoming has a NPDES Phase II Stormwater Permit issued by the State of Michigan Department of Environment, Great Lakes and Energy.
2. Said permit includes six minimum control measures, including: public education and outreach; public participation; illicit discharge detection and elimination; management of construction site runoff; management of post-construction site runoff; and good housekeeping.
3. These control measures can be accomplished most efficiently and effectively on a regional basis.
4. The Grand Valley Metropolitan Council has coordinated these regional efforts on behalf of Wyoming and the surrounding communities.
5. The City of Wyoming's cost is \$21,043.80 for 2021-22.
6. These costs can be financed from the Major and Local Street Fund accounts 202-441-46300-801.000 and 203-441-46300-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes participation in regional NPDES Phase II stormwater permit activities and approves payment in the amount of \$21,043.80 to the Grand Valley Metropolitan Council.

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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Invoice

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM QUANTUM CONSTRUCTION COMPANY FOR THE PENNY LANE STORM SEWER OUTFALL MODIFICATION AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Quantum Construction Company has provided Wyoming with a proposal for the Penny Lane Storm Sewer Outfall Modification at an estimated construction cost of \$49,662.50.
2. Inspections and contingencies for this project anticipate easement acquisition costs, significant underground irrigation repair, and potential for other restoration costs.
3. The total cost for this project will be financed out of the Capital Improvement Fund:

Construction	\$49,662.50
<u>Easements, Inspections, and Contingencies</u>	<u>\$25,337.50</u>
Total Project Cost	\$75,000.00

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby accepts a proposal from Quantum Construction Company to complete the Penny Lane Storm Sewer Outfall Modification for \$49,662.50.
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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Standard City Professional Services Contract

STAFF REPORT

Date: October 13, 2021

Subject: Penny Lane Storm Sewer Outfall Modification

From: Peter Klooster, Civil Engineer

Date of Meeting: October 18, 2021

RECOMMENDATION:

It is recommended that the City Council approve a proposal from Quantum Construction Company to construct the Penny Lane Storm Sewer Outfall Modification at an estimated cost of \$49,662.50.

COMMUNITY, SAFETY, STEWARDSHIP:

The storm sewer system for the Strawberry Fields plat outlets between Lots 13 and 14 via a 36-inch diameter pipe then down a riprap channel to a detention pond. The riprap channel has degraded due to its steep grade and is sloughing into the pond, causing damage to the adjacent properties and depositing sediment into the pond. If left unrepaired, the problem will worsen and cause further damage to the pond and yards.

DISCUSSION:

Wyoming received two (2) proposals for the Penny Lane Storm Sewer Outfall Modification project with Quantum Construction Company submitting the lowest price of \$49,662.50. This project will extend the public storm sewer system to the detention pond elevation and eliminate the failing riprap channel. Easements have already been acquired from the effected property owners. Contingency costs are anticipated to also include significant repair to homeowners' irrigation systems and other restoration costs.

The total project cost is \$75,000 including Easements, Inspections, and Contingencies.

BUDGET IMPACT:

There is sufficient money in the capital improvement fund (account no. 400-441-45200-972.452) to finance the \$75,000 cost of the Penny Lane Storm Sewer Outfall Modification project.

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 City and Contractor.

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

Contractor means: Quantum Construction Company
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
PO Box 321
(Contractor's street address)
Douglas, MI 49406
(Contractor's city, state & zip)

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: October 8, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal, in accordance with the 2-page drawing also attached and with the City's standard construction specifications available on City's website.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. 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. 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. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

CITY OF WYOMING

Quantum Construction Company

By: _____
Jack A. Poll, Mayor

By: Mel Plockmeyer
(Signature officer, director or principal of Contractor)
Mel Plockmeyer, President
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: October 13, 2021

Date signed: _____, 20__

Approved as to form: Scott G. Smith

Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (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 with a government agency; 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 criminally charged with committing 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 Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Contractor and Contractor's personnel 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 Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:
 - A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.
 1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.
 2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.
 - B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.
 - C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.
 - D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.
 - E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a 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 Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must 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 e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

11. **Quality.** Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. **Taxes.** City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. **Disposal.** Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. **Restoration.** Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, 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 City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

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

17. **Insurance.** Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSUREDS
If this 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: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

18. **Records.** City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

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

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

EXHIBIT B

Quantum Construction Company

PO Box 321
Douglas, MI 49406

Phone: (269) 857-3027
Fax: (269) 857-8384

To:	City Of Wyoming	Contact:	
Address:	2660 Burlingame SW Wyoming, MI 49509	Phone:	(616) 230-7254
Project Name:	Penny Lane Outfall	Fax:	(616) 249-3487
Project Location:		Bid Number:	
		Bid Date:	10/8/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization/Site Prep	1.00	LS	\$4,500.00	\$4,500.00
2	Remove Existing Riprap And Grout. Salvage Enough Stone For New Riprap	1.00	LS	\$5,900.00	\$5,900.00
3	60" Manhole W/flat Top And Casting (2 EA)	2.00	EACH	\$6,500.00	\$13,000.00
4	36" RCP Storm Sewer (70 LF)	70.00	LF	\$155.00	\$10,850.00
5	Class II Sand (Approx 250 CY)	250.00	CY	\$25.75	\$6,437.50
6	Riprap Using Salvaged Rock, On Geotextile	1.00	LS	\$2,025.00	\$2,025.00
7	Restoration, Including Topsoil, Seed, Mulch Blanket	1.00	LS	\$6,950.00	\$6,950.00

Total Bid Price: \$49,662.50

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Quantum Construction Company</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
---	---

EXHIBIT B

REMOVE TREE & GRIND STUMP

REMOVE & SALVAGE 36" FES

REMOVE RIPRAP CHANNEL

FOR: CITY OF WYOMING

DATE: 4-26-21

PROJECT NO: 21016-4457

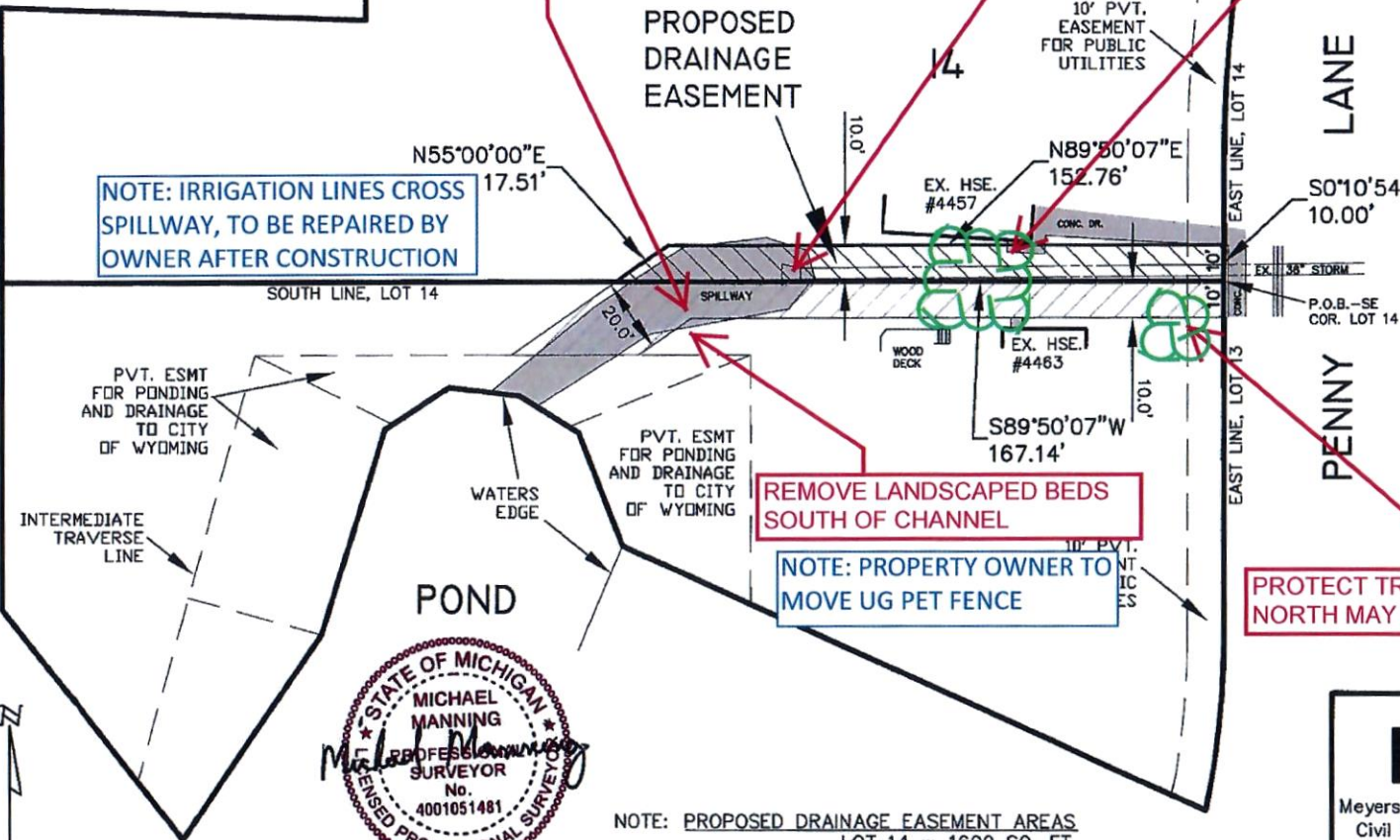
RE: PROPOSED DRAINAGE EASEMENT #4457 PENNY LANE

PROPOSED EASEMENT DESCRIPTION:
 THAT PART OF LOT 14, STRAWBERRY FIELDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 101 OF PLATS, PAGE(S) 40, KENT COUNTY RECORDS, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 14; THENCE S89°50'07"W 167.14 FEET ALONG THE SOUTH LINE OF SAID LOT; THENCE N55°00'00"E 17.51 FEET; THENCE N89°50'07"E 152.76 FEET TO THE EAST LINE OF SAID LOT; THENCE S00°10'54"E 10.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

LANE

PENNY

NOTE: IRRIGATION LINES CROSS SPILLWAY, TO BE REPAIRED BY OWNER AFTER CONSTRUCTION



REMOVE LANDSCAPED BEDS SOUTH OF CHANNEL

NOTE: PROPERTY OWNER TO MOVE UG PET FENCE

PROTECT TREE AT ROW, BRANCH TO NORTH MAY BE TRIMMED IF NEEDED

PVT. ESMT FOR PONDING AND DRAINAGE TO CITY OF WYOMING

PVT. ESMT FOR PONDING AND DRAINAGE TO CITY OF WYOMING

POND



NOTE: PROPOSED DRAINAGE EASEMENT AREAS
 LOT 14 = 1600 SQ. FT.
 LOT 13 = 2093 SQ. FT.
 TOTAL = 3693 SQ. FT.

 Meyers, Bueche & Nies, Inc. Civil Engineers/Surveyors 1750 3 Mile Road NW Grand Rapids, MI 49544 616-457-5030 fax 616-457-8244	LEGEND
	<ul style="list-style-type: none"> □ WOOD STAKE (SET) ○ IRON STAKE (SET) ● IRON STAKE (FOUND) --- FENCE M = MEASURED P = PLATTED

SCALE: 1"=40'

EXHIBIT B

FOR: CITY OF WYOMING

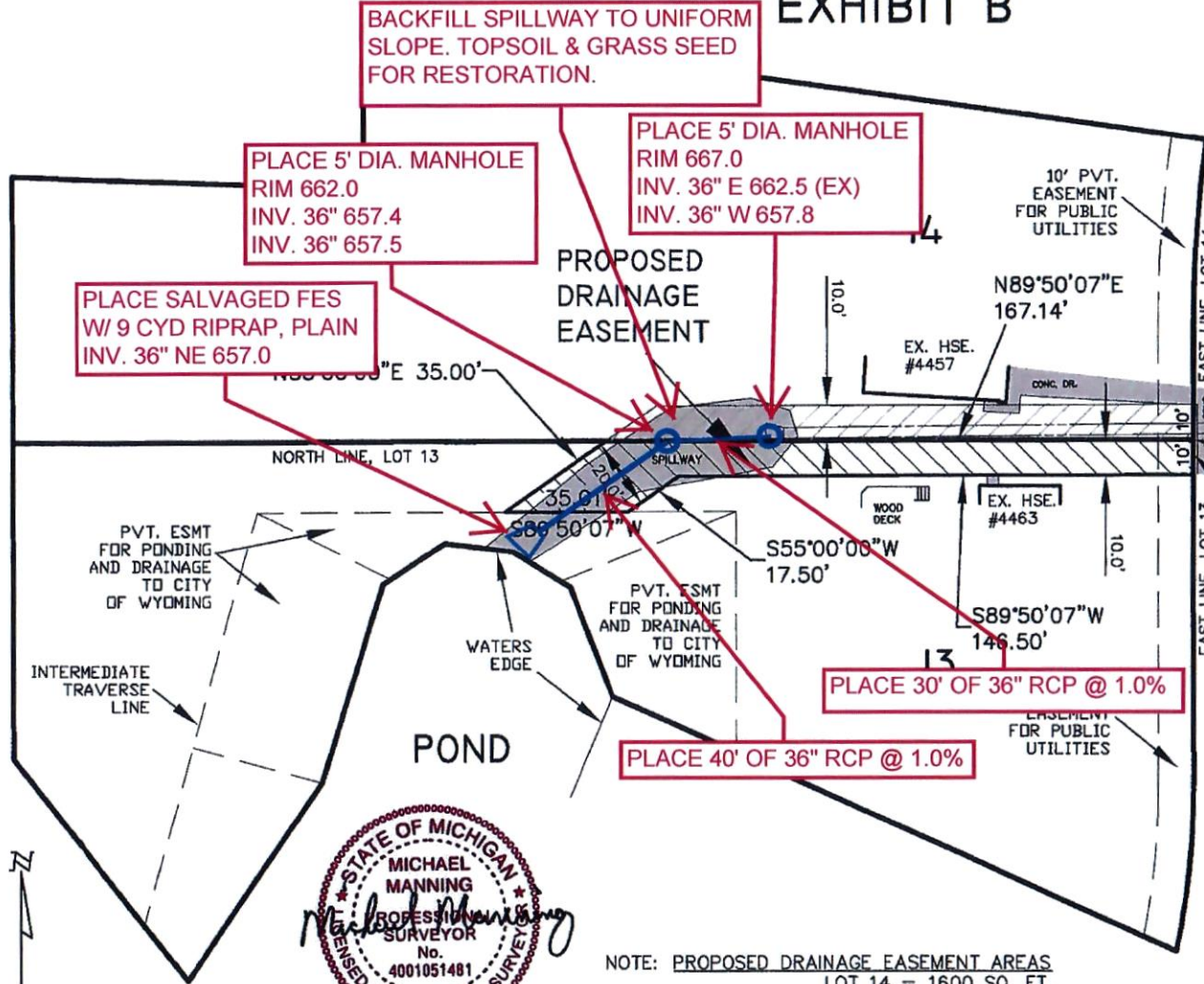
DATE: 4-26-21

PROJECT NO: 21016-4463

RE: PROPOSED DRAINAGE EASEMENT #4463 PENNY LANE

PROPOSED EASEMENT DESCRIPTION :
 THAT PART OF LOT 13, STRAWBERRY FIELDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 101 OF PLATS, PAGE(S) 40, KENT COUNTY RECORDS, CITY OF WYOMING, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF LOT 13; THENCE S00°10'54"E 10.00 FEET ALONG THE EAST LINE OF SAID LOT; THENCE S89°50'07"W 146.50 FEET; THENCE S55°00'00"W 17.50 FEET; THENCE S89°50'07"W 35.01 FEET; THENCE N55°00'00"E 35.00 FEET TO THE NORTH LINE OF SAID LOT; THENCE N89°50'07"E 167.14 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PENNY LANE



BACKFILL SPILLWAY TO UNIFORM SLOPE. TOPSOIL & GRASS SEED FOR RESTORATION.

PLACE 5' DIA. MANHOLE RIM 662.0 INV. 36" 657.4 INV. 36" 657.5

PLACE 5' DIA. MANHOLE RIM 667.0 INV. 36" E 662.5 (EX) INV. 36" W 657.8

PLACE SALVAGED FES W/ 9 CYD RIPRAP, PLAIN INV. 36" NE 657.0

PROPOSED DRAINAGE EASEMENT

PLACE 30' OF 36" RCP @ 1.0%

PLACE 40' OF 36" RCP @ 1.0%



NOTE: PROPOSED DRAINAGE EASEMENT AREAS
 LOT 14 = 1600 SQ. FT.
 LOT 13 = 2093 SQ. FT.
 TOTAL = 3693 SQ. FT.

SCALE: 1"=40'

<p>Meyers, Bueche & Nies, Inc. Civil Engineers/Surveyors 1750 3 Mile Road NW Grand Rapids, MI 49544 616-457-5030 fax 616-457-8244</p>	<p>LEGEND</p> <ul style="list-style-type: none"> ■ WOOD STAKE (SET) ● IRON STAKE (SET) ● IRON STAKE (FOUND) --- FENCE M = MEASURED P = PLATTED
--	---

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM GREAT LAKES RECREATION COMPANY
TO RESEAL THE POURED-IN-PLACE SAFETY SURFACES AT FROG HOLLOW PARK

WHEREAS:

1. As detailed in the attached staff report, quotes were requested for the re-sealing of the poured-in-place safety surfaces at Frog Hollow Park.
2. It is recommended the City Council accept the low quote received from Great Lakes Recreation Company in the total estimated amount of \$8,871.50.
3. Funds for the project are available in the Community Services Department, Park's account number 208-752-75600-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote from Great Lakes Recreation Company in the total estimated amount of \$8,871.50.
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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Quote

Resolution No. _____

STAFF REPORT

Date: October 11, 2021

Subject: Re-Sealing Poured-In-Place Safety Surfaces at Frog Hollow Park

From: Tim Montgomery, Parks Foreman

Cc: Rebecca Rynbrandt, Director of Community Services

Meeting Date: October 18, 2021

RECOMMENDATION:

It is recommended the City Council authorize the low quote received from Great Lakes Recreation Company to furnish and apply an aliphatic roll coat sealer to the poured-in-place safety surfaces beneath the play equipment at Frog Hollow Park. The Community Services Department, Parks expects to spend \$8,871.50 on this project.

COMMUNITY, SAFETY, STEWARDSHIP:

By re-sealing the poured-in-place (PIP), rubberized safety surface we seek to protect the City's significant investment in these PIP safety surfaces. By making sure that the surface is maintained we can be confident that the surfaces being sealed will help to reduce the severity of injury should a fall happen while a patron participates in play on the play equipment at Frog Hollow Park.

DISCUSSION:

Invitations to quote on the project were requested from four play equipment companies. The three quotes submitted are as follows:

Great Lakes Recreation Co.	\$8,871.50
Game Time/Sinclair Recreation	\$10,682.56
Penchura	\$12,300.00



It is imperative that the poured-in-place surfacing maintain its ability to reduce and dissipate the energy of a falling body known as impact attenuation as tested by the ASTM F1292 test method. Maintaining the surface will help to minimize the likelihood of a life-threatening head injury.

The surface was last sealed in 2015. Considering various weather impacts, the average lifetime of the sealant is five years. The current sealant is six years old.

BUDGET IMPACT:

The cost of the work to be done will be \$8,871.50 Sufficient funds are available in the Community Services Department, Park's account: 208-752-75600-930.000

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 City and Contractor.

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

Contractor means: Great Lakes Recreation, LLC
A Michigan Limited Liability Company
[Name of contracting entity]
39 Veterans Dr., Suite 310
Holland, MI 49423
[State and type of entity, e.g., corporation, limited liability company, etc.]
[Contractor's street address]
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: _____, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. 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. Waived or modified conditions are as follows:

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor 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

Great Lakes Recreation, LLC

[Contractor's name]

By: Matt Sawyer

[Signature officer, director or principal of Contractor]
Estimator

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

Date signed: October 13, 2021

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

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

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (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 with a government agency; 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 criminally charged with committing 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 Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel 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 Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion,

national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a 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 Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must 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 e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

11. **Quality.** Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. **Taxes.** City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. **Disposal.** Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. **Restoration.** Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, 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 City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

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

17. **Insurance.** Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
If this 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: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

18. **Records.** City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

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

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

EXHIBIT B



P.O./Quote No: 101302.cll
 Proposal Date: 10/13/2021
 Sales Rep: **Matt Lawton**
 Sales Rep Phone #: **616.218.4817**
 Sales Rep Email: Matt@glrec.com

All Purchase orders/Contracts and Checks in care of:
Great Lakes Recreation Company
 PO Box 295
 Zeeland, Michigan 49464

Customer Information:

Bill To:	Ship To:
Name: City of Wyoming	Name: Frog Hollow Park
Address: 1155 28th St. SW	Address: 2050 Metro Ct. SW
Address: Wyoming, MI 49509	Address: Wyoming, MI 49519
Contact:	Contact:
Phone:	Phone:
Email:	Email:

We are pleased to present a quotation for the items and services, as listed:

Qty	Product #'s	Description / Colors	Unit Cost	Unit Freight	Unit Installation	Total
		Rollcoat - Aliphatic				
3226		Price to roll coat all existing rubber areas with aliphatic binder. Price includes basic cleaning of surface before rollcoating.	\$1.25	\$0.25	\$1.25	\$8,871.50
					Subtotal:	\$8,871.50
					Tax:	Exempt
					Total:	\$8,871.50
		<p>Note: - Installation Temperature: The required temperature for curing periods is a minimum ambient temperature of 50° (and rising) and a maximum ambient temperature of 95° unless a Poor Weather Installation Rider has been signed by the customer.</p>				
	Standard Notes:	<p>- Area will need to be fenced and shut down for public use for the day of installation plus 24-48 additional hours during the curing process, depending on temperature and humidity.</p>				
		<p>- Water in the park must be turned on and accessible for our use when this work is scheduled.</p>				

We propose hereby to furnish materials and/or labor, in complete accordance with above specifications

This proposal subject to change if not accepted by: 10/27/21

RESOLUTION NO. _____

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

WHEREAS:

1. As detailed in the attached staff report, proposals were received for presort and related services.
2. It is recommended City Council accept the proposals from Kent Communications, Inc. and Extend Your Reach.
3. It is estimated the City will spend approximately \$31,000 for presort and related services. Funds are budgeted in various City departmental accounts with the appropriate account being charged at the time of service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposals for presort and related services from Kent Communications, Inc. and Extend Your Reach.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

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

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contracts (2)

Resolution No. _____

STAFF REPORT

Date: October 7, 2021

Subject: Presort & Related Services Proposals

From: Laura Jackson, Purchasing Department

Meeting Date: October 18, 2021

RECOMMENDATION:

It is recommended City Council accept the low proposal for daily pick up, metering and delivery of outgoing mail to the US Post Office from Kent Communications, Inc. (KCI).

It is also recommended the City Council accept proposals from KCI and Extend Your Reach (EYR) for larger presort related services required by various departments throughout the year.

COMMUNITY, SAFETY, STEWARDSHIP:

In 2010, the City's print shop supervisor retired and the City made the decision to eliminate in-house print shop services including application of postage and mailing services. The decision to outsource presort, printing, and mailing services has been a good decision for the City. Working with outside vendors has resulted in more-timely presort and printing services. Working with vendors that specialize in presort services has reduced cost to the City relative to staff, equipment, maintenance and supplies.

DISCUSSION:

The purchasing department requested proposals from the City's current presort and related services providers, KCI and EYR. These two companies are historically the only companies who have provided proposals for these services in the past. The request for proposal included services related to daily pick up of outgoing mail, weighing, metering, presorting and delivery to the post office and also other larger presort related services (data processing, file conversion, addressing, collating, inserting, etc.) required for various City departments throughout the year.

A review of the proposals show that KCI provided the low proposal for routine daily pick up of outgoing mail, weighing, metering, presorting and delivery to the post office. This is the company that the City currently uses for these services.

For other and larger presort related services, which may include larger bulk mailings, mailing of ballots, tax bills, water bills, and file conversion, merging, inserting, and specialty work, it is recommended the City use both KCI and EYR. By accepting both proposals, departments will obtain the best possible prices based on individual department needs at the time service is rendered.

BUDGET IMPACT:

Funds for the presort related services are available in various departmental accounts and will be charged to the appropriate account at the time of service. It is estimated the annual expenditure will total approximately \$31,000.

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 City and Contractor.

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

Contractor means: Kent Communications, Inc.
[Name of contracting entity]

A

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

3901 East Paris Ave SE

[Contractor's street address]

Grand Rapids, MI 49512

[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: February 20, 2022.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. 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. Waived or modified conditions are as follows:

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor 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

Kent Communications Inc

[Contractor's name]

By: Brian P. Quist

[Signature officer, director or principal of Contractor]

Brian P. Quist President

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

Date signed: Oct 11, 2021

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

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

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

EXHIBIT B



Daily Automation – Description of Services Full Service

Full Service: KCI will post all of City of Wyoming’s letter mail at the Presort First Class rate. This rate is .494 – 1oz, .494 – 2oz, .494 – 3oz, .494 – 3.5oz. KCI will collect the mail daily and sort it on our United States Postal Service (USPS) certified sorting machine, which is the same type of machine the USPS uses to barcode mail. Letters from all of our customers are bar-coded and comingled creating a large multi- weight and multi-rate mailing so that we might achieve the lowest possible postage rates. KCI receives a rebate from the USPS for mail which is mailed at a lower rate than the rate metered on the mail piece. Mail must meet stringent USPS requirements and is verified by a sampling procedure by KCI’s on-site USPS employee. Your letters are delivered pre-sorted to the Grand Rapids Post Office the same evening it is picked up.

Metering **Fee** \$0.035/ea.

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

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

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

Metering **Fee** \$0.06/ea.

Monthly Mail Courier: **Fee** \$85.00/month.

Pickup Time: 4:30 daily

Limitations:

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

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

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

Brian Quist, President, Kent Communications, Inc.

Name and Title, City of Wyoming

Date

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 City and Contractor.

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

Contractor means:

A Extend Your Reach
[Name of contracting entity]

[State and type of entity, e.g., corporation, limited liability company, etc.]
4908 Contec Drive
[Contractor's street address]

Lansing, MI 48910
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: February 20, 2022.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

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

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. 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. Waived or modified conditions are as follows:

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

CITY OF WYOMING

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Extend Your Reach
[Contractor's name]

By: C. Bahl
[Signature officer, director or principal of Contractor]
Charlie Bahl General Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10/11/, 2021

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. Applicability. These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOASHA rules and regulations.

3. Permits and Inspections. Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. Grant Compliance. Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. Qualifications. Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (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 with a government agency; 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 criminally charged with committing 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 Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel 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 Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion,

national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a 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 Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must 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 e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, 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 City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

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

17. Insurance. Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSUREDS
If this 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: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

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

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Pricing Proposal — Presort & Related Services

SERVICE	UNIT OF MEASURE	BID PRICING			SETUP	TURN TIME
		YEAR 1	YEAR 2	YEAR 3		
DATA PROCESSING						
File Conversion	Per File	\$ 25.00	\$ 25.00	\$ 25.00		1 – 3 days
NCOA	Per File	\$ 0.00	\$ 0.00	\$ 0.00		1 – 3 days
Address Correction, ZIP Code Correction, Barcode Generation Carrier Route	Per 1,000	\$ 2.00	\$ 2.00	\$ 2.00		1 – 3 days
CASS & Sort	Per 1,000	\$ 2.00	\$ 2.00	\$ 2.00		1 – 3 days
Merge/Purge (FREE with CASS & Sort)	Per File	\$ 0.00	\$ 0.00	\$ 0.00		1 – 3 days
Data Entry	Per Line	\$ 0.10	\$ 0.10	\$ 0.10		1 – 3 days
Laser Printing (1 side / 8.5 x 11)	Per 1,000	\$ 25.60	\$ 25.60	\$ 25.60	\$125.00	1 – 3 days
ADDRESSING						
Inkjet Printing w/Sort	Per 1,000	\$ 20.00	\$ 20.00	\$ 20.00		1 – 3 days
Machine Labeling	Per 1,000	\$ 30.00	\$ 30.00	\$ 30.00		1 – 3 days
INSERTING						
Machine Inserting (up to 6 x 9 envelope)	Per 1,000	\$ 26.00	\$ 26.00	\$ 26.00	\$ 35.00	1 – 3 days
Machine Match (per match)	Per 1,000	\$ 19.00	\$ 19.00	\$ 19.00	\$100.00	1 – 3 days
PRESORTING SERVICES						
MLOCR Processing (Commingling and Barcoding of 1st Class and/or Standard)		FREE	FREE	FREE	FREE	same or next day*
Reject Processing		FREE	FREE	FREE	FREE	same or next day*
FASTforward and Mail Processing (per Hit) (USPS Address Change)		FREE	FREE	FREE	FREE	same or next day*
Weight & Meter (applies to daily mail only)	Per Each	\$ 0.05 L† \$ 0.30 F†	\$ 0.05 L† \$ 0.30 F†	\$ 0.05 L† \$ 0.30 F†		same or next day*
Daily Pick-up (from City Hall)	Per Day	\$ 10.00	\$ 10.00	\$ 10.00		same or next day*
Special Pick-up (at least 1 day notice)	Each	\$ 25.00	\$ 25.00	\$ 25.00		same or next day*
OTHER SERVICES						
Machine Folding (v, c, z, or legal v)	Per 1,000	\$ 9.60	\$ 9.60	\$ 9.60		1 – 3 days
Machine Tabbing (1st position/white tab)	Per 1,000	\$ 14.40	\$ 14.40	\$ 14.40		1 – 3 days
Machine Tabbing (2nd position/white tab)	Per 1,000	\$ 8.00	\$ 8.00	\$ 8.00		1 – 3 days
Stamping (machine applied)	Per 1,000	\$ 17.60	\$ 17.60	\$ 17.60		1 – 3 days
Collating (by hand)	Per 1,000	\$ 75.00	\$ 75.00	\$ 75.00	\$150.00	1 – 3 days
Specialty Hand Work	Per 1,000	\$ 80.00	# 80.00	\$ 80.00	\$150.00	1 – 3 days
Mailing List Rental	Per Job	Quote per Job	Quote per Job	Quote per Job		1 – 3 days
International Shipping	Per Each	Actual Postage	Actual Postage	Actual Postage		1 – 3 days
Delivery into Canadian Postal Service	Per Each	Actual Postage	Actual Postage	Actual Postage		1 – 3 days
Barcode/Sort/Delivery to USPS	Per Job	\$ 12.00	\$ 12.00	\$ 12.00		1 – 3 days

* EYR to provide daily mail pick-up services for mail prepared by City of Wyoming; current pick-up times to remain in effect. EYR will apply (via metering services) current USPS postage rates depending on when the City desires mail to be delivered to USPS.

† L = Letters, F = Flats

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
OFFICE FURNITURE FOR THE CITY CLERK'S OFFICE

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of office furniture for the City Clerk's Office.
2. It is recommended the City Council accept a quotation from Custer in the total estimated amount of \$9,958.35.
3. Funds for the purchase will require the approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of office furniture from Custer in the total estimated amount of \$9,958.35.
2. The City Council approves the attached budget amendment.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on October 18, 2021.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Quotation

STAFF REPORT

Date: October 6, 2021

Subject: Office Furniture Purchase – City Clerk’s Office

From: Kelli A. VandenBerg, City Clerk

Meeting Date: October 11, 2021 Work Session and October 18, 2021 Regular Session

RECOMMENDATION:

It is recommended the City Council approve the purchase of office furniture for the City Clerk’s Office from Custer in the amount of \$9,958.35.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – This request will improve the functionality of this office and allow staff to better serve the community.

Safety – This request will provide a safer means of storing vital election materials.

Stewardship – This request will allow for enhanced storage space of election materials and more appropriate storage of election equipment.

DISCUSSION:

Changes in voting opportunities and election administration have changed demands for space and how space is used in the Clerk’s Office. Expanded absentee voting has vastly increased the storage needs of election documents and newer election equipment demands a more secure storage option than the office can currently provide.

With the assistance of Troy Rinks, Facilities Maintenance Foreman, a design recommendation and quotation were obtained from Custer. Custer’s products are compatible with existing office furniture and will provide the expanded storage space desired. In addition to the furniture being purchased, other existing furniture will be relocated or repurposed for improved office functionality.

BUDGET IMPACT:

The estimated cost for the purchase of new office equipment is \$9,958.35 and the project can begin once approved by the City Council. This purchase will require a budget amendment.



217 GRANDVILLE AVE SW
SUITE 100
GRAND RAPIDS, MI 49503
PHONE: 616.458.6322
FAX: 616.458.1117

161 E. MICHIGAN AVE
6TH FLOOR SOUTH
KALAMAZOO, MI 49007
PHONE: 269.342.3919
FAX: 269.342.3923

120 E FRONT ST
TRAVERSE CITY, MI
49684
PHONE: 231.645.8989

Quotation: 228952

Quote Date: 09/20/21

Customer: C3500

Terms: NET DUE WITH INVOICE

Expiration Date: 10/08/21

Custer Salesperson: WM WILLEMSTYN

Quote To:

CITY OF WYOMING
1155 28TH ST SW
PO BOX 905
WYOMING MI 49509-0905

Ship To:

CITY OF WYOMING
1155 28TH ST SW
PO BOX 905
WYOMING MI 49509-0905

Phone: +1 (616) 530-7225
Fax: +1 (616) 249-3486

Phone: +1 (616) 530-7225
Fax: +1 (616) 249-3486
Tax SEE LETTER

This quote is only valid for 30 days. This is a special order and subject to cancellation or restocking fees if cancelled or returned. If paying by credit card on combined invoices over \$10,000, a 3% processing fee will be added to the invoice total.

Description	Quantity	Unit Price	Extended Price
1 CG-V8F3 - 36"Wx23 1/2"Dx77 3/8"H Double Door Storage Cabinet 6 High, with 5 Adjustable Shelves Pull Options for Double Door Storage Cabinet: A: Full Pull Square Front Finish Selections by Manufacture (Paint Color): 0280: SC-Warm White Key Series Options: LL: _LL Series Chrome-Nickel Scalloped____ Key-Alike Request Option: ~: No Selection of Option GREATOPENI	3	851.33	2,553.99
2 RG-C702 - Trace Lat File,3 Drw,36Wx18-1/4Dx39-7/8H Finish Selections by Manufacture (Paint Color): 0280: SC-Warm White Trace 3-Hi Counterweight Factory Installed Selection: W: 3-Dwr c-wt. Factory Installed 36" Laterals/DD Laminate Top Option: ~: No Selection _Upgrade____ 36" Trace 3-Drw Front/Lock Options: A: __Full Pull Square Front____ LL: LL Chrome-Nickel Scalloped GREATOPENI	4	553.33	2,213.32

ACCEPTED BY _____ TITLE _____ DATE _____

THE PRODUCTS AND/OR SERVICES RENDERED HEREUNDER ARE GOVERNED EXCLUSIVELY BY THE CUSTER TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE FOR REVIEW AT WWW.CUSTERONLINE.COM, AND MAY BE AMENDED FROM TIME TO TIME. THE CUSTER TERMS SHALL APPLY TO THE EXCLUSION OF ANY INCONSISTENT OR ADDITIONAL TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE PROPOSED BY CUSTOMER IN ANY MANNER, AND NOTIFICATION OF OBJECTION TO ANY SUCH TERMS IS HEREBY GIVEN TO CUSTOMER.



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49684
PHONE: 231.645.8989

Quotation: 228952

Page 2 / 3 (cont'd)

Description	Quantity	Unit Price	Extended Price
3 RLF24363F - Universal; Lateral file, 3 drawers, Flush steel front, 24D x 36W x 40H BASIC: 4700 WARM WHITE LOCK: 9201 POLISHED CHROME KEYS: SK RAND WGHT PKG: *OPT:COUNTERWEIGHT PKG WEIGHT: COUNTERWEIGHT PKG STEELCASE	3	960.04	2,880.12
4 RATCL24108F - Top-Common, Square edge profile, Laminate, Flush steel front, 23 1/8D x 108W EDGE: 6655 WARM WHITE TOP-SURF: *TOP-SURF:PLASTIC LAMINATE STEELCASE	1	453.51	453.51
5 RATCL3672F - Top-Common, Square edge profile, Laminate, Flush steel front, 36D x 72W EDGE: *EDGE:PLASTIC TOP-SURF: *TOP-SURF:PLASTIC LAMINATE File Top. Special, (42"W) Actual. Reference Documents: 00110142 00113170 00116586 00116587 00113104 00115661 00117716 00116745 00117270 00117615 00117619 00115759 Eng Quote FC030047 Eng Quote Product ID FC00026352 STEELCASE	1	268.83	268.83
6 000 - GROMMET STEELCASEF	1	15.00	15.00
7 LABOR TO DELIVER AND INSTALL. (LOT)	1	1,040.00	1,040.00

Quotation Totals

Sub Total	9,424.77
GREATOPENI FREIGHT CHARGES	362.00

ACCEPTED BY _____ TITLE _____ DATE _____

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Quotation: 228952

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Warehouse Handling Fee	167.40
Recycle/Refuse Fee	4.18
TAX EXEMPT - GOVERNMENT	0.00
MICHIGAN - NON TAXABLE	0.00
Grand Total	9,958.35

End of Quotation

ACCEPTED BY _____ TITLE _____ DATE _____

THE PRODUCTS AND/OR SERVICES RENDERED HEREUNDER ARE GOVERNED EXCLUSIVELY BY THE CUSTER TERMS AND CONDITIONS OF SALE, WHICH ARE AVAILABLE FOR REVIEW AT WWW.CUSTERONLINE.COM, AND MAY BE AMENDED FROM TIME TO TIME. THE CUSTER TERMS SHALL APPLY TO THE EXCLUSION OF ANY INCONSISTENT OR ADDITIONAL TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE PROPOSED BY CUSTOMER IN ANY MANNER, AND NOTIFICATION OF OBJECTION TO ANY SUCH TERMS IS HEREBY GIVEN TO CUSTOMER.

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER FOR THE PURCHASE OF CHLORINE

WHEREAS:

1. On June 7, 2021, City Council adopted Resolution number 27038 authorizing the purchase of chlorine from Alexander Chemical Corporation at a cost of \$435.00 per ton.
2. As detailed in the attached staff report, Alexander Chemical is requesting a temporary price increase to the current contract at a cost of \$890.00 per ton.
3. Funds for the purchase are budgeted in account numbers 590-590-54300-740.000, 590-590-54800-740.000 and 590-590-54801-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve a change order for the purchase of chlorine.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future temporary price increases in accordance with budget authorization.

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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order

Resolution No. _____

STAFF REPORT

Date: October 4, 2021
Subject: Temporary Price Increase for Chlorine
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: October 18, 2021

RECOMMENDATION:

It is recommended the City Council accept the temporary price increase to the current bid price for chlorine gas from Alexander Chemical Corporation at a cost of \$890.00 per ton.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming's two utility plants are actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Certain treatment chemicals are required for process control and enhancement, the control of odors, and the disinfection processes at both plants.

DISCUSSION:

Supply chain issues due to COVID-19, hurricanes, and other severe weather in the Gulf area such as late winter freezes, have all contributed to the recent price increases for sodium hypochlorite and chlorine. They will likely lead to increases for sodium hydroxide as well.

We have already seen temporary increases in the cost of sodium hypochlorite, and we believe further increases are likely. With the proposed increase to chlorine gas, the cost will go from \$435 per ton to \$890 per ton. Fortunately, we don't anticipate using chlorine much longer, since our ultraviolet disinfection project will be complete in the next few months.

BUDGET IMPACT:

Adequate funds were budgeted in accounts under normal conditions but if the increases last long enough, budget amendments in several accounts may be needed at some point during the fiscal year in these accounts:

Clean Water Plant supplies account:	590-590-54300-740.000
GVRBA Land Application supplies account:	590-590-54800-740.000
GVRBA Pump House supplies account:	590-590-54801-740.000

Wyoming, C/O
 2350 Ivanrest Ave Sw
 Grandville, MI 49418-3402
 Phone: (616) 261-3550

100739

JOHN

DATE
9/30/2021
TERMS
N30
SALE AGENT NAME
John Dunlap

Ship To: Wyoming, C/O Clean Wtr Plant
 2350 Ivanrest Ave Sw
 (WWTP)
 Grandville, MI 494183402

EFFECTIVE DATE	SCHEDULE CURRENCY	FROM QUANTITY	TO QUANTITY	UNIT PRICE U/M	BILLING UNIT PRICE U/M	ADJ. TYP
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51300-10548000

Chlorine 2,000.00 lb Ton

10/1/2021	USD	1.00	0.00	0.4450 lb	890.0000 E	
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63301-10201000

Sod Hypo 12.5% NSF 1.00 lb Bulk

10/1/2021	USD	1.00	0.00	0.1450 lb	0.1450 lb	
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ADJUSTMENT TYPE LEGEND:			
I = Increase	D = Decrease	R = Revision	Q = Quotation
C = Contract	L = List	S = Schedule	

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM BLACK & VEATCH FOR A WATER
SYSTEM ENERGY AND OPTIMIZATION STUDY AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached Staff Report, Black & Veatch has provided the City with a proposal for a water system energy and optimization study at a total estimated cost of \$150,686.00.
2. The cost of the study will be split between the City and Ottawa County.
3. It is recommended the City Council accept the proposal.
4. The study requires approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Black & Veatch for a water system energy and optimization study.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby approve 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 October 18, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Standard City Professional Service Contract

Proposal

Resolution No. _____

STAFF REPORT

Date: 12 October 2021
Subject: Water System Energy and Optimization Study
From: Myron Erickson, PE, Director of Public Works
Meeting Date: 18 October 2021

Recommendation:

That the City Council accepts and authorizes the Mayor and City Clerk to approve an engineering services agreement from Black & Veatch Ltd of Michigan for a Wyoming Water System Energy and Optimization Study.

Community, Safety, Stewardship:

Safe and ample water supply serves the best interests of the citizens and rate payers of Wyoming's utility system. Ensuring the highest possible quality and reliability while minimizing and equitably distributing costs represents sound stewardship.

Discussion:

The City of Wyoming owns and operates its own water filtration plant and provides fresh, safe drinking water of the highest quality to a service population of over 210,000, which includes several Ottawa County communities. Since the original inception and construction of the water plant, Ottawa County has held a "beneficial ownership" interest in the plant's assets that are physically located west of the Gezon Pumping Station. This means that when those assets are operated, maintained, or replaced, Ottawa County shares in the cost to a level that is in proportion to its current overall "beneficial ownership" interest.

At some point in the early 1990's, Wyoming and Ottawa County apparently agreed that the Burlingame Pumping Station should be classified as a "west of Gezon" asset, even though it is physically located east of Gezon. No written record of this agreement exists, however. Through interviews with former utility directors from that era, it is thought that the reasoning behind this arrangement was the presumed benefit Ottawa County receives from Wyoming's careful operation of the station, which results in energy savings that are realized at the water plant itself. Since the energy efficiencies are realized at the water plant, which is obviously a "west of Gezon" asset, Ottawa County also realizes and benefits from these energy cost savings and therefore is also responsible for its share of the upkeep of the Burlingame Pumping Station.

When the City of Wyoming undertook the complete refurbishment of the Burlingame Pumping Station in 2019, Ottawa County questioned this logic and declined to pay what would have been its proportional share of the project costs, amounting to approximately \$2M. The two communities amicably agreed to investigate the issue and solicited Black & Veatch as a neutral consultant to conduct a study.

The overall aim of the study is to quantify what, if any, energy cost savings are realized at the plant because of Wyoming's energy-efficient mode of operation of the Burlingame Pumping Station. This then would become the basis for distributing the costs of operating, maintaining, and replacing the Burlingame Pumping Station as though it were a "west of Gezon" asset.

The cost of this 783-hour effort will be split 50/50 with our Ottawa County partners. Wyoming will be the contracting partner with Black & Veatch and will bill Ottawa County for its half of the study. Since the need for the study was foreseen at FY22 budget preparation time, but the cost unknowable and negotiation with Ottawa County ongoing, a Budget Amendment from working capital is needed.

Budget Impact:

The cost of the study is \$150,686.00 and is to be split 50/50 with Ottawa County. Following the Budget Amendment, funds will be available in the Water Treatment Plant Account #591-591-55300-801.000.

Attachments:

Contract
Scope of Services

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT
CITY OF WYOMING, MICHIGAN
(BLACK & VEATCH)

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

"City" means the City of Wyoming, a Michigan municipal corporation of 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 September 2, 2021.

"Professional" means Black & Veatch Ltd. of Michigan, a Michigan corporation of 3351 Claystone Street, Suite G-100, Grand Rapids, MI 49546 (3550 Green Court, Ann Arbor, MI 48105).

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

"Services" means Water System Energy and Optimization Study as detailed in the Proposal.

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. City will pay the Professional in accordance with the Proposal. 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. Professional represents and warrants it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions.
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 City and Professional.

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: _____, 2021

Approved as to form: _____
Scott G. Smith, City Attorney

Black & Veatch Ltd. of Michigan

By:  _____
David S. Koch, P.E., Associate Vice President

Date signed: September 29, 2021

Digitally signed by Koch, David S.
Location: Chicago, IL USA
Reason: I agree to the terms defined
by the placement of my signature on
this document
Contact Info: KochDS@bv.com
Date: 2021.09.29 16:17:30 -0500

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 ("City") is a party except as expressly modified in writing signed by the Mayor and City Clerk. By signing this Contract or acknowledging below, 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.

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

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

A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Professional nor any of Professional's personnel: (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 with a government agency; 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 criminally charged with committing 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. Professional and Professional's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that Professional, Professional's personnel, contractors engage in for or on behalf of City. Accordingly:

A. Professional and Professional's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Professional and Professional's personnel will comply with applicable state and

federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Professional will, in solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Professional will send to each labor union or representative of workers with which Professional has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Professional's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Professional or Professional's personnel will, as part of its Services, be engaging for or on behalf of City with others, Professional will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Professional until Professional complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Professional's ineligibility to bid on or enter future contracts with City.

D. Professional will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Professional's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Professional will so certify to City.

E. Professional must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Professional activities the United States Department of Justice determine are needed to comply with this section. Professional must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

6. **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 will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in an act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay a person, other than its employees and consultants, any consideration contingent upon the award of this Contract. To the best of Professional's knowledge, 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 City except as already disclosed in writing to City when submitting its proposal. Professional will immediately notify City of any change in this circumstance.

7. Media Releases. Media releases (including promotional literature and commercial advertisements) pertaining to this Contract or the 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.

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

9. Document Ownership and Use. All documents Professional generates as part of its services under this 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 City upon City's payment of any amounts due the Professional under the City Contract. City will hold Professional harmless from and indemnify Professional for any liability that results from use of those documents for any purpose or project beyond those purposes and projects for which they were provided to City.

10. 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.

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

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

13. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under this Contract consistent with the standard of

practice and care of other, similar professionals performing similar services in Michigan.

14. 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 City's request, Professional will provide City's Purchasing Department copies of certificates of insurance and, if requested, Professional will allow City personnel to review Professional's policies and endorsements at Professional's Grand Rapids, Michigan office.

15. Records. Because City is a public entity and because it receives funds from other governmental agencies, 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 this Contract for at least 6 years after completion of this Contract. Professional will, upon City's request, allow inspection, auditing and copying of all retained records.

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

17. Independent Contractor. Professional is wholly independent of 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 this Contract. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

**Exhibit B
Proposal**

September 2, 2021

Myron Erickson, PE
Director, Department of Public Works
City of Wyoming
2350 Ivanrest SW
Wyoming, MI 49418

Dear Mr. Erickson:

Black & Veatch is pleased to submit this proposal for evaluation of the energy usage by the City of Wyoming water transmission and distribution system under the scenarios described in the scope of work. This study will provide critical operational assessment for both the City of Wyoming as well as Ottawa County to guide decisions in their continued partnership.

SCOPE OF WORK, SCHEDULE AND LEVEL OF EFFORT

Close collaboration between the City, County and Black & Veatch as well as data gathering, and analysis will be critical to the project execution. In developing our approach, we have assured that the delivery team is available to execute the project in a timely manner. Our estimated duration for completion of this evaluation is nine months from issuance of notice to proceed. Please refer to the attached level of effort for the services described in the attached scope of work totaling a not-to-exceed amount of \$150,686.

We look forward to working closely with the City and County on this effort. If you have any questions regarding the proposal please do not hesitate to contact Heather Cheslek at CheslekHA@bv.com or 616-710-3446.

Very truly yours,

Black & Veatch Ltd of Michigan



Signed by Koch, David
S.
Location: Chicago, IL USA
Reason: I am approving this
document
Contact info: KochDS@bv.com
Date: 2021.09.02
Time: 05:00

David S. Koch, PE
Associate Vice President

HAC
Enclosure(s)

cc:
Heather Cheslek, PE

**SCOPE OF SERVICES
TO
ENGINEERING SERVICES AGREEMENT
FOR
WATER SYSTEM ENERGY AND OPTIMIZATION STUDY SERVICES
CITY OF WYOMING, MICHIGAN**

City of Wyoming, Michigan ("City") and the Ottawa County Road Commission ("County") engages Black & Veatch Ltd of Michigan ("Engineer") to perform engineering services associated with the Water System Energy and Optimization Study for the Wyoming Water System in Ottawa and Kent Counties.

BACKGROUND

The Water Supply System operated by the City serves the City itself as well as many customer communities throughout Ottawa and Kent Counties. The treatment plant is located near Lake Michigan in Ottawa County, and provides pumping to the transmission system that provides water along an approximately 26 mile route from the plant to the City. Ottawa County customer communities are served from connections to the transmission system along this 26 mile route. The City and County have agreements in place providing for funding of water supply facilities. Certain O&M and capital expenses, described further below, are currently shared at a ratio of 57% City and 43% County. The funding commitment for the County is made to facilities that are "West of Gezon," meaning those water supply system facilities that are, in general, located west of the Gezon Storage and Pumping Facilities, which are the terminal facilities for the transmission system from the water treatment plant.

The original agreement between the City and the County, which has been revised several times, defined the water supply system as consisting of a water intake in Lake Michigan, high service and low service pumping facilities, Water Treatment Plant, finished water storage at the Water Treatment Plant and at the Gezon Pumping Station (PS), and the transmission pipelines extending from the Water Treatment Plant to the Gezon PS. Collectively, these things are defined in the agreement as the "Original Project." However, at some point the Burlingame PS also came to be considered as a West of Gezon asset.

Potential System Benefits realized by Facilities other than Original Project.

In addition to facilities that are actually (i.e., physically) located west of Gezon, the City operates the Burlingame storage tanks and pumping facilities that it believes may provide benefits to the overall operations of the water supply system, such as energy usage optimization benefits. The water supply system facilities participate in a rate structure with the power utility that incentivizes reduced power usage during peak periods (11 am to 7 pm). For example, the use of the Burlingame facilities to minimize volume draws from the Gezon storage tanks during the peak period allows for lesser volume of pumping from the treatment plant in peak hours, as well as minimizing pumping head by maximizing water levels in the Gezon storage tanks. Assessment of these financial benefits are the primary focus of this project.

Low and High Pressure District Benefits.

While also available for peaking capacity for meeting hourly demands above maximum day for the City and Kent County customer communities, the Burlingame facilities are also utilized to supplement equalization storage provided by the Gezon and Hook Tanks. In summary, this study will seek to quantify (in terms of reduced pumping energy costs) the economic benefits realized by the usage of the Burlingame facilities and provide data with the goal of allocating these benefits between the System as a whole and the City of Wyoming distribution system or other wholesale customer(s) west of Gezon.

SCOPE OF SERVICES

The services to be performed by the Engineer shall include the following.

Task 101 – Project Meetings

Engineer will attend up to a total of 5 project meetings with the City and the County. The meetings will be held remotely via web meeting to update the City and Ottawa County representatives on project progress and obtain feedback on deliverables. The kickoff meeting will be held to discuss the goals and objectives of the project, to establish the lines of communication, and to gather data necessary to complete the modeling and data analysis. All meetings are anticipated to be up to 2 hours and will be attended by the Engineer's senior project manager, technical advisor and lead modeler.

Task 102 – Project Management and Administration

Engineer will provide project supervision, direction, and coordination with the City's management and staff. Project administration and management includes budget and schedule control, document control, coordination of activities, monthly invoicing and project close-out for up to nine months. Engineer will maintain a change register of any scope changes affecting the project budget or schedule and review it with the City on a regular basis. Engineer will discuss and receive written approval for any scope changes from the City prior to proceeding.

Task 103 – System Data Request and Review

Engineer will prepare a data request that includes various system data and information that will be needed to complete the scope of services. This list could include, but is not limited to:

- Historical SCADA data in one-hour increments in MS Excel format. This data is needed to understand how the water system facilities have been operated in the past to target energy cost savings and to establish hourly water demand patterns for the City's distribution system as well as for the wholesale customers along the transmission main system.
- Pump control settings and/or operation descriptions for the WTP High Service pumps, Gezon pumps, and the Burlingame pumps.
- Energy Tariff(s). Copies of these tariffs are needed to establish current on-peak and off-peak energy costs and associated times of day, maximum energy demand charge costs, any seasonal variations to energy costs, and any other factors that could impact energy costs. If multiple tariffs govern energy costs at the WTP, Gezon PS, and Burlingame PS, copies of each individual tariff will be needed. Key information from the tariff(s) will be entered into the City's hydraulic model.

Data received will be reviewed by the Engineer and any following questions or data requests will be submitted to the City.

Task 104 – Historical SCADA Data Analysis

Engineer will review the SCADA data and develop system operations figures and/or tables as needed to illustrate how the WTP high service pump station and the Gezon and Burlingame pump stations typically operate over the course of a typical day and in varying demand (seasonal) conditions.

Hourly water demand patterns (diurnal curves) for each of the City's distribution system pressure zones and each wholesale customer along the transmission main system will be developed from available SCADA data for use in the Extended Period Simulation (EPS) model runs.

A web meeting will be conducted with the City to review the results of the SCADA Data Analysis and define exactly what daily system pumping operations should be considered as "typical" for different seasons annually. No modeling will be performed until after these pumping operations are defined and approved by the City and County.

Task 105 – Burlingame Storage Model Assessment

Engineer will review current and projected demands for the City of Wyoming distribution system to assess the minimum required storage required in the system per regulatory standards. Current demands will be based on the historical SCADA data for Gezon PS provided in Task 104. Projected demands will be based on demand projection data from the 2017 Water Treatment and Distribution System Reliability Study and General Plan performed by Johnson & Anderson. Minimum required storage calculations will be based on those used for previous Water System Reliability Studies. This assessment will document whether or not the full volume of storage at Burlingame can be anticipated to be fully available for economic benefits from managing energy costs, or if some portion must be considered to be reserved for regulatory-required minimum system storage.

Task 106 – Develop System Scenarios to be Modeled

Engineer will conduct a web meeting with the City to review and finalize the system scenarios and associated system operating assumptions to be modeled after the Task 104 Historical SCADA Data Analysis is completed including final determination of how many seasonal system demand conditions need to be modeled. Engineer has assumed that up to four (4) seasonal (i.e. winter, spring, summer, and fall) system demand conditions will be modeled for each of the scenarios listed below. Based on our current understanding of the study objective and scope, the following scenarios have been identified and are including in the scope of services:

- Scenario 1 "Baseline". This scenario will be based on the findings of Task 104 and reflect system operations during various seasonal system demand conditions without operation of the Burlingame PS.
- Scenario 2 "Typical". This scenario will be based on the finding of Task 104 and reflect system operations during various seasonal system demand conditions with operation of the Burlingame PS. The energy cost results [total and individually for each of the three pump stations (WTP, Gezon, and Burlingame)] from this scenario when compared with the results from the Baseline

scenario will determine the pumping energy cost difference or “savings” from typical operation of the Burlingame PS.

- Scenarios 3 and 4 “TBD 1” and “TBD 2”. Engineer has assumed that up to two (2) additional scenarios may be identified during the study that are desired to be modeled. These scenarios could be variations of the preceding scenarios or new scenarios altogether that seek to further enhance energy cost savings. The specifics of these scenarios will be determined during the study.

Task 107 – Update and Merge Hydraulic Models

Engineer has assumed that the City’s existing distribution system hydraulic model and the transmission main model are up-to-date. If any significant transmission main, pumping, or storage improvements have been constructed since the models were last updated, these improvements will be added to the model if they are deemed significant by the Engineer. Engineer has also assumed that water demands in the provided model are spatially accurate and based on historical metered sales data.

To perform the needed system simulations, the two hydraulic models will need to be merged. Engineer will review both models and perform necessary steps to combine the models into a single combined hydraulic model.

Based on the outcome of the Task 106 web meeting, the Engineer will develop 24-hour EPS model runs for each season to be analyzed for each scenario in the combined hydraulic model. Diurnal demands curves developed in Task 104 for the City’s pressure zones and wholesale customers along the transmission system and the necessary operational controls will be incorporated into the model.

Based on the review of existing Energy Tariff(s), Engineer will add relevant and necessary energy cost information into the model for appropriate pumping stations so that the model can directly calculate energy costs for a particular model scenario simulation.

Task 108 – Scenario Energy Modeling

Engineer will utilize the hydraulic model to simulate Scenarios 1 and 2 as developed during Task 106. Figures and/or tables will be prepared to summarize the results of each scenario. These results will focus on the energy cost results for each pumping facility as well as collectively for each scenario.

A 2-hour web meeting will be conducted with the City and County to review these results. If/as appropriate, Scenarios 3 and 4 will be developed and simulated with the hydraulic model. A subsequent 2-hour web meeting will then be conducted with the City and County to review the additional results.

Task 109 – Technical Memorandum Development

Engineer will prepare a Draft Technical Memorandum summarizing the work performed and associated results with supporting figures and tables in PDF format. The draft TM will be submitted to the City and County electronically for review and comment. A web meeting will be conducted to review and discuss City and County comments. A final TM will be prepared based on the City’s and County’s review comments and submitted to the City and County in PDF format.

SUPPLEMENTAL SERVICES

Any Work requested by City which is not included in the phases as described herein will be considered a Supplemental Service to this Engineering Services Agreement and may be added to the Scope upon mutual agreement to an increase in the contract amount. Supplemental services may include but are not limited to the following:

- Additional meetings, workshops, or presentations with the City and County.
- Meeting with local, state, federal agencies, or utilities or other affected parties to discuss the project, other than those specifically mentioned.
- Appearances at public hearings or before special boards.
- Providing services in connection with public information.
- Evaluation of additional modeling scenarios other than those described herein.
- Services from specialty subconsultants.
- Additional strategy support or other related services.

City of Wyoming
Water System Energy and Optimization Study Services
Level of Effort
September 2, 2021



Description	Sr							Hours	Labor	Expenses	Total Fee
	Technical Advisor	Project Manager	Engineering Manager	Lead Modeler	Senior Modeler	Modeler / Project Engineer	Finance & Administrative				
Task 101 - Project Meetings	10	10	10	26	14	16	86	\$ 20,688	\$ -	\$ 20,688	
Task 102 - Project Management and Administration		18					36	\$ 6,930	\$ -	\$ 6,930	
Task 103 - System Data Request and Review		1	2	4	2	8	17	\$ 3,534	\$ -	\$ 3,534	
Task 104 - Historical SCADA Data Analysis	1	1	4	8	8	96	118	\$ 21,408	\$ -	\$ 21,408	
Task 105 - Burlingame Storage Model Assessment	1	1	2	4	2	16	26	\$ 5,198	\$ -	\$ 5,198	
Task 106 - Develop System Scenarios to be Modeled	1	1	4	2	2	8	18	\$ 3,654	\$ -	\$ 3,654	
Task 107 - Update and Merge Hydraulic Models	1	1	4	6	24	96	132	\$ 24,198	\$ -	\$ 24,198	
Task 108 - Scenario Energy Modeling	1	1	4	12	36	192	246	\$ 44,556	\$ -	\$ 44,556	
Task 109 - Technical Memorandum Development	4	4	12	16	4	60	104	\$ 20,520	\$ -	\$ 20,520	
Total	19	38	42	78	92	492	783	\$ 150,686	\$ -	\$ 150,686	

RESOLUTION NO. _____

RESOLUTION TO ACCEPT QUOTES FROM JOHNSTONE SUPPLY
AND SHOEMAKER INC. FOR THE PURCHASE OF HVAC PARTS

WHEREAS:

1. As detailed in the attached staff report, quotes were received for the purchase of HVAC parts.
2. It is recommended City Council accept the quotes from Johnstone Supply and Shoemaker Inc. with an annual estimated expenditure of \$15,000.
3. Funds are available in various Clean Water Plant and Water Treatment Plant accounts with the appropriate account being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quotes from Johnstone Supply and Shoemaker Inc. for the purchase of HVAC parts.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quotes (2)

Resolution No. _____

STAFF REPORT

Date: October 6, 2021
Subject: HVAC Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: October 18, 2021

RECOMMENDATION:

It is recommended the City Council award the annual purchase of HVAC supplies to Johnstone Supply and Shoemaker for the Clean Water Plant and the Water Treatment Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of the utility plants contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant and the Water Treatment Plant. Maintaining both utility plants with quality parts from reputable suppliers keeps costs low while increasing the life of the equipment.

DISCUSSION:

The Clean Water Plant and the Water Treatment Plant use a considerable amount of consumable HVAC supplies to perform in-house replacements, repairs, and maintenance of heating and cooling systems. Each plant has a significant amount of HVAC equipment including industrial dehumidifiers, boilers, chillers, and rooftop units. The installation of new HVAC parts is an essential aspect of maintenance responsibilities at both plants.

Due to the market conditions of parts availability and pricing volatility, quotes were requested from two HVAC suppliers with locations in both Wyoming and Holland. Johnstone Supply and Shoemaker were provided a list of 80 typical heating and cooling supplies commonly used at both plants. Johnstone Supply returned with a quote of all 80 items while Shoemaker quoted 57 of the 80 items.

Upon review of the quotes received, Johnstone Supply and Shoemaker provided competitive pricing with each supplier having better pricing on certain items. Johnstone Supply and Shoemaker have locations within 10 miles of the Clean Water Plant and Water Treatment Plant which provides ease of access for efficient repairs and parts availability for emergency purchases. Both Johnstone Supply and Shoemaker are reputable companies that have provided excellent service. Therefore, based on plant needs, pricing, and availability, plant staff will determine the most advantageous supplier at the time of purchase.

BUDGET IMPACT:


Annual expenditures for HVAC supplies is an estimated total of \$15,000.00 for each plant. Adequate funds exist in the various Clean Water Plant and Water Treatment Plant accounts.



2127 112TH AVE STE A
 HOLLAND, MI 49424-9626
 616-392-9239 Fax 616-394-9277

www.jswni.com

Quotation

QUOTE DATE	QUOTE NUMBER
09/27/21	S5767642
	
PAGE NO.	1

QUOTE TO:
 CITY OF WYOMING
 P.O. BOX 905
 1155 28th STREET SW
 WYOMING, MI 49509
 Ph:616-530-7225 Fax:616-249-3486

SHIP TO:
 CITY OF WYOMING
 CLEAN WATER PLANT
 2350 IVANREST AVE SW
 GRANDVILLE, MI 49418

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	RELEASE NUMBER	QUOTED TO	
14205	2021-00000391	09/27/21		
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	10/27/21	
QUOTE QTY	DESCRIPTION	Each	Extension	
5ea	BOSS 31200 CLEAR NSF/ FDA SILICONE SEALANT 10.1oz	8.640	43.20	
8ea	L91-328 51255.022424 FILTER WASHABLE	55.040	440.32	
4ea	5211800054 PFAM 12X24X2 Special Order Restock Fee May Apply ***** SUB: FLANDERS 51255.021224	44.880	179.52	
16ea	P33-048 BROWNING 1082254 A48 V-BELT	11.980	191.68	
10ea	P53-020 JASON A20/4L220 DUAL PURP V-BELT	5.000	50.00	
2ea	P33-037 BROWNING 1082148 A37 V-BELT	10.240	20.48	
4ea	P34-563 BROWNING 1089812 BX63 COGGED V-BELT	23.650	94.60	
5ea	P53-019 JASON A19/4L210 DUAL PURP V-BELT	5.420	27.10	
4ea	P33-027 BROWNING 1082049 A27 V-BELT	8.580	34.32	
2ea	P34-578 BROWNING 1089911 BX78 COGGED V-BELT	28.470	56.94	
2ea	P33-343 BROWNING 1089390 AX43 COGGED V-BELT	13.270	26.54	
2ea	P53-018 JASON A18/4L200 UNIMATCH V-BELT	5.170	10.34	
2ea	P33-336 BROWNING 1089358 AX36 COGGED V-BELT	11.610	23.22	
5ea	P33-044 BROWNING 1082213 A44 V-BELT	11.540	57.70	
4ea	P34-546 BROWNING 1089689 BX46 COGGED V-BELT	19.700	78.80	
6ea	B82-020 NU-CALGON 4300-11 2# RX11	105.030	630.18	
*** Continued on Next Page ***				



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WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	10/27/21

QUOTE QTY	DESCRIPTION	Each	Extension
	FLUSH FOR 5-7 TON SYSTEMS		
10ea	L36-690 EATON C25DNF340-T CONTACTOR 3P 24V 40-AMP DP 24V COIL	49.550	495.50
5ea	H25-607 A-102 RED GAGE OIL 4oz	20.740	103.70
5ea	BAPI BA/20K(XL10)-RSO RESISTOR	0.000	0.00
	Special Order Restock Fee May Apply		
5ea	L37-310 PF52475 TRANSFORMER 75VA PRIMARY VOLTAGE 120/208/240/480V SECONDARY VOLTAGE 24V 4-FOOT MOUNT	65.880	329.40
2ea	L45-899 118681LF B&G MECHANICAL SEAL	29.090	58.18
12ea	5360602498 SL65 20X24X12 Special Order Restock Fee May Apply *****	163.870	1966.44
	SUB FOR 331-953-150		
4ea	5360602494 SL65 12X24X12 Special Order Restock Fee May Apply *****	116.630	466.52
	SUB FOR 331-953-189		
5ea	10CDIC FULL TANK 10# CO2 GAS (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	192.560	962.80
5ea	B98-451 R407C-25 R407C 25lb REFRIG (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	460.810	2304.05
5ea	H86-085 SM380V DIGITAL MANIFOLD 2V	481.840	2409.20
5ea	B82-020 NU-CALGON 4300-11 2# RX11 FLUSH FOR 5-7 TON SYSTEMS	105.030	525.15
2ea	B12-302 ASD-45S7-VV 049173 7/8" ODF SUCTION DRIER	86.000	172.00
2ea	B15-447 067L5957 R-410A 5-Ton	141.420	282.84

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14205	2021-00000391	09/27/21	

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	10/27/21

QUOTE QTY	DESCRIPTION	Each	Extension
	THERMAL EXPANSION VALVE		
5ea	B85-710 NU-CALGON 4300-08 RX11 STARTER KIT W/1# CAN, FLUSH GUN & HOSE, INJECTION TOOL	127.200	636.00
5ea	H93-045 40NIC FULL TANK RR 40CF NITROGEN GAS (F) (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	171.760	858.80
5ea	ST20717 ST 207-17 SINGLE PANNING	3.900	19.50
5ea	L37-808 HW S8610U3009/U 24V MODULE	159.900	799.50
3ea	L39-221 12508 5H0730350000 FAN TIME DELAY	71.290	213.87
3ea	S58-234 D190 MOTOR DD 3.3FRM 1/40HP 1500RPM 230V 1SP CW OAO 0.6AMP	139.800	419.40
5ea	S89-216 D242 MOTOR OEM UNIT HEATER 42FRM 1/20HP 1050RPM 115V 1SP D12V	287.240	1436.20
2ea	L39-221 12508 5H0730350000 FAN TIME DELAY	71.290	142.58
5ea	VERIS HEW3MSX WALL MOUNT HUM SENSOR 3% ACC 4-20 MA Special Order Restock Fee May Apply	86.740	433.70
12ea	L91-582 5251184831 16X16X2 KEY PLEAT MERV 8	4.680	56.16
3ea	ST2194 ST 219 4" TEE JOINT	14.210	42.63
2ea	ST2196 ST 219 6" TEE JOINT	11.480	22.96
1ea	ZSM FG-4 FULL 4" BLAST GATE	40.470	40.47
2ea	ST1524 ST 152 4" END CAP	3.690	7.38
2ea	ST1526 ST 152 6" END CAP	3.250	6.50
5ea	L70-405 803-06 RING 6IN 803 INSTALLATION RING TRUAIRE	9.120	45.60


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WRITER	SHIP VIA	TERMS	EXPIRATION DATE	
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	10/27/21	
QUOTE QTY	DESCRIPTION	Each	Extension	
	* Sub for : L88-266 H&C 013200 11 GS			
5ea	L70-396 800-06 DIFFUSER 6IN 800 ROUND CEILING FACE WHITE TRUAIRE	10.300	51.50	
	* Sub for : L88-242 H&C 012900 16W 6"			
5ea	LIEBERT 154016P2 HUMIDIFIER CANISTER Special Order Restock Fee May Apply	492.860	2464.30	
5ea	EBMPABST CAP.63UF CAPACITOR .63UF Special Order Restock Fee May Apply	103.980	519.90	
5ea	L45-899 118681LF B&G MECHANICAL SEAL	29.090	145.45	
4ea	STV43060 ST 4" 30GA GALV 5' PIPE	5.670	22.68	
4ea	STV43090EL ST V430 4" 30GA ELBOW	1.900	7.60	
5ea	ST21360 ST 213 60" DRIVE CLEAT	2.280	11.40	
5ea	ST13364 ST 133 6-4" TAPER BUSHING	5.440	27.20	
2ea	L88-158 2004204 CAP B-VENT 4RHW 4IN ROOF HART & COOLEY	16.920	33.84	
2ea	L88-251 016119 COLLAR B-VENT 4RS 4IN STORM HART & COOLEY	3.020	6.04	
2ea	STV42660 STV 4" 26GA GALV 5' PIPE	9.150	18.30	
4ea	STV42690EL STV V426 4" 26GA ELBOW 4C00000426V000	4.470	17.88	
4ea	ST23354 ST 233 5x4" SHORT BUSHING	5.650	22.60	
2ea	B92-373 R134a-30STD REFRIGERANT 30# (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	473.570	947.14	
2ea	L39-658 P48690 BODY GASKET	14.370	28.74	
2ea	L45-894 186862LF SEAL KIT #1 1-1/4 SHAFTS	149.020	298.04	
5ea	B&G 185025 SS SLEEVE KIT 1-1/4"	184.770	923.85	
*** Continued on Next Page ***				



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Quotation

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CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	RELEASE NUMBER	QUOTED TO
14205	2021-00000391	09/27/21	

WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	10/27/21

QUOTE QTY	DESCRIPTION	Each	Extension
	SHAFT Special Order Restock Fee May Apply		
5ea	L37-310 PF52475 TRANSFORMER 75VA PRIMARY VOLTAGE 120/208/240/480V SECONDARY VOLTAGE 24V 4-FOOT MOUNT	65.880	329.40
4ea	B92-373 R134a-30STD REFRIGERANT 30# (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	473.570	1894.28
5ea	MODINE HER100-12 ELECTRIC UNIT HEATER 240V 1PH 10KW Special Order Restock Fee May Apply *****	1292.450	6462.25
	FRT TO GET IN \$150.00		
3ea	L39-659 P57700 BODY GASKET 8 volute	4.470	13.41
2ea	STV42660 STV 4" 26GA GALV 5' PIPE	9.150	18.30
1ea	H26-879 C5RCJ REDLINE 5-BLADE CRIMPER	56.420	56.42
24ea	L91-590 5251123101 20X20X2 KEY PLEAT MERV 8	3.640	87.36
5ea	L39-007 WR 1F78-144 ECON SNGL STG DIGITAL NON-PROGRAMMABLE THERMOSTAT	35.340	176.70
5ea	L40-440 HW 50002883-001/U COVER PLATE TH5/6/7000	20.780	103.90
5ea	L47-863 58057 3H0374540001 SPARK PILOT ASSEMBLY	98.030	490.15
5ea	L40-102 V8043A1029 3/4" SWEAT ZONE VALVE	147.320	736.60
5ea	G36-438 ZK003 3AMP Z-BRAKER SET W/WIRES	14.570	72.85
5ea	ST2194 ST 219 4" TEE JOINT	14.210	71.05

*** Continued on Next Page ***



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14205	2021-00000391	09/27/21	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1301	UPS.GROUND	NET 15TH PROX	10/27/21
QUOTE QTY	DESCRIPTION	Each	Extension
2ea	L88-251 016119 COLLAR B-VENT 4RS 4IN STORM HART & COOLEY	3.020	6.04
5ea	L88-124 016105 PIPE B-VENT 4RPX12 4IN X 12IN HART & COOLEY	12.190	60.95
5ea	L89-854 016104 PIPE B-VENT 4RPX18 4IN X 18IN HART & COOLEY	14.670	73.35
5ea	L96-348 016102 PIPE B-VENT 4RPX3 4IN X 36IN HART & COOLEY	25.890	129.45
5ea	L37-808 HW S8610U3009/U 24V MODULE	159.900	799.50

The quoted prices are based on our receipt of the total job quantity. Price is firm until expiration date noted above. All materials quoted and their quantities are to be reviewed for accuracy. Quotation is not an all inclusive list of materials to complete a job unless otherwise noted. Additions or deletions may require price changes. Future shipments are subject to price fluctuations. Not responsible for delays by reasons of strike, accidents, or causes beyond our control. Purchaser's sole warranties are those provided by product manufacturer.

Subtotal	34350.39
Freight	0.00
Sales Tax	0.00
Quote Total	34350.39



QUOTE

Page	1
Quote No.	1768818
Quote Date	09/01/21

Shoemaker Inc
 PO Box 1108
 507 Chicago Drive
 Holland, MI 49422

Tel: 616-392-7135

Fax: 616-392-9887

BILL TO:

CUST #: **CAS055**

SHIP TO:

CASH ACCOUNT- GRAND RAPIDS

, MI

CITY OF WYOMING

DANIEL K: 1-616-377-8969

Utility Maintenance Manager

WYOMING, MI

Tel:

Fax:

Job Name	Salesperson	Company Contact	Op ID
STOCK QUOTE	Grand Rapids House		SW
Date Requested	Terms	Shipping Method	
09/01/21	C.O.D.	QUOTE	

Item Number	Description	Qty Ordered	Unit Price	Extension
8RTV2100	BOSS CLEAR #370 SILICONE SEALANT	5	4.61	23.03
94L500	V-BELT A48/4L500	16	5.84	93.36
NS94L220	V-BELT A20/4L220	10	4.38	43.80
94L390	V-BELT A37/4L390	2	5.26	10.51
9BX63	COGGED BELT BX63	4	18.87	75.48
NS94L210	V-BELT A19/4L210	5	4.38	21.90
NS94L290	V-BELT A27/4L290	4	4.63	18.50
NS9AX43	COGGED BELT AX43	2	10.58	21.17
NS94L200	V-BELT A18/4L200	2	4.34	8.69
NS9AX36	COGGED BELT AX36	2	9.25	18.51
94L460	V-BELT A44/4L460	5	6.17	30.83
9BX46	COGGED BELT BX46	4	15.73	62.90
8430011	RX 11 2LB FLUSH (5-7 TON)	6	100.37	602.19
NS2PF52475	PACKARD TRANSFORMER 75VA 120/208/240/480	5	36.81	184.03
5118681LF	B&G SEAL KIT #7	2	29.51	59.02
7R407C25	R407C REFRIGERANT GAS 25LBS	5	295.69	1,478.45
NS8SM380V	FIELDPIECE 3 VLV DIG WIRELESS MANIFOLD	5	474.39	2,371.95
8430011	RX 11 2LB FLUSH (5-7 TON)	5	100.37	501.83
7ASD45S7VVSTD	SUCTION LINE FILTER DRIER 7/8 ODF	2	69.30	138.60
8430008	Rx 11-FLUSH STARTER KIT	5	121.55	607.75
8NIT40GASFILL	NITROGEN 40 GAS FILL NIT 40	5	20.63	103.13
8TANKNIT40	NITROGEN 40 TANK NIT 40	5	176.09	880.45
0P2917	17X35 PANNING	5	8.10	40.48

Continued



QUOTE

Page	2
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 507 Chicago Drive
 Holland, MI 49422

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Fax: 616-392-9887

BILL TO:

CUST #: **CAS055**

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, MI

CITY OF WYOMING

DANIEL K: 1-616-377-8969

Utility Maintenance Manager

WYOMING, MI

Tel:

Fax:

Job Name	Salesperson	Company Contact	Op ID
STOCK QUOTE	Grand Rapids House		SW
Date Requested	Terms	Shipping Method	
09/01/21	C.O.D.	QUOTE	

Item Number	Description	Qty Ordered	Unit Price	Extension
2S8610U3009	HW UNV INTRMTNT PILOT IGN MODULE	5	151.83	759.13
NS2D242	FASCO MOTOR 1/20HP 1050RPM 115V	5	186.54	932.70
3PF21616	16X16X2 PLEATED AIR FILTER	12	3.61	43.26
0TJ4	4" 26 GAUGE TEE JOINT	3	22.21	66.63
0TJ6	6" 26 GAUGE TEE JOINT	2	22.68	45.36
0BGF4	FULL BLAST GATE 4"	1	47.70	47.70
0COC4	4" CLEANOUT CAP	2	7.74	15.48
0COC6	6" CLEANOUT CAP	2	7.92	15.83
011GS6	DUCT RING 6in RD.	5	10.03	50.15
016W6	CEILING DIFFUSER 6in RD.	5	18.11	90.53
05WA4	4" WA 5' PIPE	4	9.28	37.12
0EWA4	4" WA ELBOW	4	3.36	13.42
0DC60	60" DRIVE CLEAT	5	3.51	17.55
0TAPER64	6X4 TAPER	5	9.99	49.93
04RHW	GAS VENT HIGH WIND CAP 4IN	2	16.38	32.76
04RS	GAS VENT STORM COLLAR 4IN	2	2.83	5.65
05264	4" 26 GA 5' PIPE	2	16.15	32.29
0E264	4" 26 GA ELBOW	4	4.31	17.24
0BUSH54	5X4 BUSHING	4	11.35	45.40
7R13430	R134 REFRIGERANT GAS 30LBS	2	245.71	491.42
NS5P48690	B&G BODY GASKET KIT	2	16.80	33.60
5186862LF	B&G SEAL KIT	2	177.69	355.38
NS5185025	B&G SHAFT SLEEVE KIT	5	120.00	600.00

Continued



QUOTE

Page	3
Quote No.	1768818
Quote Date	09/01/21

Shoemaker Inc
 PO Box 1108
 507 Chicago Drive
 Holland, MI 49422

Tel: 616-392-7135

Fax: 616-392-9887

BILL TO:

CUST #: **CAS055**

SHIP TO:

CASH ACCOUNT- GRAND RAPIDS

, MI

CITY OF WYOMING

DANIEL K: 1-616-377-8969

Utility Maintenance Manager

WYOMING, MI

Tel:

Fax:

Job Name	Salesperson	Company Contact	Op ID
STOCK QUOTE	Grand Rapids House		SW
Date Requested	Terms	Shipping Method	
09/01/21	C.O.D.	QUOTE	

Item Number	Description	Qty Ordered	Unit Price	Extension
NS4HER100C1201	MODINE 10KW ELEC UNIT HTR 240V/1PH	5	639.36	3,196.82
NS5P57700	B&G GASKET	3	4.76	14.28
8C5R	REDLINE 5-BLADE PIPE CRIMPER	1	40.83	40.83
3PF22020	20X20X2 PLEATED AIR FILTER	24	3.69	88.56
21F78144	WR 70 SERIES DIG TSTAT (NP, 1H/1C)	5	28.75	143.75
NS23H374541	MODINE IPI PILOT ASSEMBLY	5	112.11	560.55
NS2V8043A1029	HW 3/4" SWT ZONE VALVE (NC, 24V)	5	102.78	513.90
04RP12	GAS VENT PIPE 4INX12IN	5	11.79	58.95
04RP18	GAS VENT PIPE 4INX18IN	5	14.20	71.00
04RP3	GAS VENT PIPE 4INX3FT	5	25.06	125.28
2S8610U3009	HW UNV INTRMTNT PILOT IGN MODULE	5	151.83	759.13

WASHABLE FILTERS ARE 4 WEEKS OUT
 BELTS WILL HAVE TO BE ORDER
 CO2 TANK I CARRY 5# OR 20# NOT 10#
 SOME ITEMS ON YOUR LIST I DO NOT CARRY.

ANY PART WITH NS IN FRONT IT HAS TO BE SPECIAL ORDER

Subtotal Taxable	NonTaxable	Freight	Misc	Tax 6.0000 (%)	Total
16,768.14	0.00	0.00	0.00	1,006.09	17,774.23

Thank You

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
TWENTY PORTABLE 800 MHZ RADIOS AND RADIO ACCESSORIES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of twenty portable 800 MHz radios from the Kent County Dispatch Authority (KCDA) and radio accessories from Motorola.
2. The total estimated expenditure for the radios and accessories will be approximately \$54,867.25.
3. The purchase will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of twenty portable 800 MHz radios from KCDA.
2. The City Council does hereby authorize the purchase of radio accessories from Motorola.
3. The City Council does hereby approve the attached budget amendment.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

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

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Quote(s)

Resolution No. _____

STAFF REPORT

Date: September 24, 2021
Subject: 800 MHz Radios and Accessories
From: Captain Timothy Pols
Meeting Date: October 18, 2021

RECOMMENDATION:

It is recommended the City Council approve the purchase of twenty portable 800 MHz radios and radio accessories needed for the Department of Public Safety–Police and Fire. The radios will be purchased from the Kent County Dispatch Authority (KCDA) and the accessories from Motorola.

COMMUNITY, SAFETY, STEWARDSHIP:

Portable radios provide a communication link between the community and public safety officers, allowing dispatch to effectively communicate calls for service with on-duty staff. Effective communication between public safety officers and with dispatch is essential for the safety of both the community and staff. This purchase would demonstrate stewardship as it would allow acquisition of necessary equipment at a deeply discounted rate. The radios currently available for purchase from KCDA are priced at over a 50% discount of retail cost.

DISCUSSION:

The KCDA transitioned their countywide radio communication system to the 800 MHz system in 2021. Wyoming Police and Fire personnel have utilized the 800 MHz portable radios for the last several months. Due to anticipated staff increases, it is necessary to purchase an additional 20 portable radios. Twelve of these radios will provide each firefighter with a portable radio and allow one portable radio to be assigned to each fire apparatus as a reserve. The reserves would be used if a radio were to go down during an incident. Eight radios will equip four anticipated additional police officers as well as allow for four reserve radios. The reserve radios would be used during equipment failure or for future assignment to officers. All twenty radios would be identical to the current radios assigned to each police and fire staff member and will include a battery, belt clip, shoulder microphone, and charger.

In addition to the portable radios, it is necessary to purchase a six-bank battery charger and twelve spare portable radio batteries for the police TACT and CNT teams, ensuring that spare batteries are available for extended callouts.

The KCDA has limited stock of the portable radios we are seeking to purchase. They are available at a discounted price of \$2,618 per radio at a total cost of \$52,360 for twenty. Current retail price is \$5,592 per radio at a total cost of \$111,840 for twenty. This is a savings of \$59,480 or 53%. Accessories to be purchased from Motorola include a six-bank battery charger at a cost of \$986.25 and twelve spare batteries at cost \$126.75 each at a total cost of \$1,521.

BUDGET IMPACT:

The total project need is \$54,867.25. A budget amendment is necessary and is also being presented at the October 18, 2021 meeting for approval. If approved, the necessary funds will come from the following accounts:

Type	Account Number	Amount
Police: Capital Outlay Radio Equipment	101-305-31500-980.139	\$23,451.25
Fire: Capital Outlay	101-337-33900-975.000	\$31,416
Total		\$54,867.25

911

KENT CO.
DISPATCH AUTHORITY

QUOTE/Invoice

Quote/Invoice #: 20210901

DATE: 9/1/2021

TO: WYOMING PUBLIC SAFETY
ATTN: MARK EASTERLY

PLEASE REMIT PAYMENT TO:

KENT COUNTY DISPATCH AUTHORITY
1155 28TH STREET
PO BOX 905
WYOMING MI 49509

DESCRIPTION	QUANTITY PURCHASED	PER UNIT COST	TOTAL
Excess Radio Purchase	20	\$2,618.00	\$52,360.00
			-
			-
Excess Fire Pager Purchase			
Unication Pager	0		0
Total Due			\$52,360.00

Serial Numbers will be assigned to your agency and they will be programmed, assigned, and distributed with the other radios/pagers your agency is receiving. If you would like this handled differently, please let me know. Thank you.

Questions: Jen DeHaan
KCDispatchAuthority@gmail.com
616-262-1343

THANK YOU!

Easterly, Mark

From: Easterly, Mark
Sent: Monday, September 20, 2021 2:47 PM
To: Snyder,Kip
Subject: Estimated Portable Costs

DC-

The estimated cost of portables in the quantities you requested is listed below. We would have to determine an appropriate amount of spare portables but would assume that because these are new that we would not require many at this time.

Assuming that we can obtain portables and accessories out of the current Kent Dispatch Authority (they are reporting low numbers at this time) for the reduced cost of \$2,618 for one portable, one battery, belt clip, shoulder mic and charger.

4 Police officers

$\$2618 \times 4 = \$10,472$

7 Fire Personnel

$\$2618 \times 7 = \$18,326$

TOTAL: \$28,798

10 Police Officers

$\$2618 \times 10 = \$26,180$

20 Fire Personnel

$\$2618 \times 20 = \$52,360$

TOTAL: \$78,540

Assuming we cannot purchase from KCDA stock and have to pay retail (quote obtained in August 2021 from Motorola for one radio package consisting the above listed items.) \$5592 each radio package, State purchase pricing.

4 Police Officers

$4 \times \$5592 = \22368

7 Fire Personnel

$7 \times \$5592 = \39144

TOTAL: \$61,512

10 Police Officers

10 X \$5592 = \$55,920

20 Fire Personnel

20 X \$5592 = \$111,840

TOTAL: \$167,760

Billing Address:
 WYOMING POLICE DEPT, CITY
 OF
 2300 DE HOOP AVE SW
 WYOMING, MI 49509
 US

Quote Date:09/07/2021
 Expiration Date:12/06/2021
 Quote Created By:
 Melanie Leenhouts
 Senior Account Manager
 Melanie.Leenhouts@
 motorolasolutions.com
 616-706-1723

End Customer:
 WYOMING POLICE DEPT, CITY OF
 Lt. Mark Easterly

Contract: 35115 - STATE OF MICHIGAN
 MA# 190000001544

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	1	\$1,315.00	\$986.25	\$986.25

Grand Total **\$986.25(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

53 346.25
 + taxes 126.75
 1521
 54867.25

