

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, NOVEMBER 15, 2021, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Wayne Ondersma, The Pier 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 November 8, 2021 Work Session and Closed 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. Audit Report, Kim Lindsay from Rehmann Robson
 - 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. 42 – To appropriate \$2,500 of additional budgetary authority to provide funding for the purchase of CPR manikins and a fire investigation camera and recognize the associated grant revenue from Walmart through the GWCRA.
 - b) Budget Amendment No. 43 – To appropriate \$37,000 of additional budgetary authority to provide funding for communications services per the attached staff report.
- 14) Consent Agenda**
- 15) Resolutions**

- a) To Amend a Portion of the City of Wyoming Fee Schedule
- b) To Approve City Employment for a Relative of an Appointive Official
- c) To Authorize the City Manager to Execute an Employment Agreement with the Communications Specialist
- d) To Authorize the City Manager to Execute an Employment Agreement with the Assistant City Attorney
- e) To Accept the 2021 Edward Byrne Memorial Justice Assistance Grant (Budget Amendment No. 44)
- f) To Accept and Distribute Grant Funding Received from the Office of Highway Safety Planning (Budget Amendment No. 41)

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

- g) To Authorize the Purchase of Civil Unrest Safety Equipment
- h) To Approve the Facilities Agreement between the City of Wyoming and Pinery Park Little League
- i) To Accept a Quote from CDW-G for Firewall Software and Maintenance Licenses
- j) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Resurfacing of 28th Street (M-11) from the West City Limit to US-131 Freeway
- k) To Extend the Bid for Concrete Replacement to A-1 Asphalt
- l) To Approve a Change Order for the Purchase of Sodium Hydroxide
- m) To Accept a Proposal from MED-1 Occupational Health Services (MED-1) to Provide Occupational & Employment Health Assessment Services and to Authorize the Mayor and City Clerk to Execute the Contract
- n) To Accept a Proposal from The Architectural Group to Provide Professional Architectural Services for City Hall and 62A District Court Improvements and to Authorize the Mayor and City Clerk to Execute the Contract
- o) To Accept a Proposal from Custer Office Environments, Inc. for the Purchase and Installation of a Kiosk/Welcome Station and to Authorize the Mayor and City Clerk to Execute a Contract
- p) To Accept a Proposal from Sabo Public Relations LLC to Provide Communication Services and to Authorize the Mayor and City Clerk to Execute the Contract

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

STAFF REPORT

Date: November 3, 2021
Subject: Walmart Foundation Grant for CPR Manikins/Fire Investigation Camera
From: Brad Dornbos-Fire Inspector/Investigator
Meeting Date: November 15, 2021

RECOMMENDATION:

It is recommended that the City Council accept the funds awarded from the Walmart grant in the amount of \$2,500.00. The funds will be used for the purchase of CPR manikins and a fire investigation camera.

COMMUNITY, SAFETY, STEWARDSHIP:

The Fire Department will serve the community with the best training possible and at the highest attainable level of service. Safety will also play a part as the residents will be served by the highest competent EMS providers in the area. They will perform safe medical procedures while also providing high level patient care. Safety will also be achieved with the fire investigation camera by allowing suppression efforts to commence sooner, while also permitting a highly detailed fire investigation.

DISCUSSION:

This grant will allow our department to train for complex EMS medical patients and enhance EMS pre-hospital care performing CPR. These CPR manikins have feedback devices for the users so that they know proper CPR is being performed. Funds will also be used for the purchase of a fire investigation camera that can take a quick 360-degree picture of the area before overhaul is taking place. This will allow the fire investigator to properly perform a fire investigation and allow fire suppression efforts to occur sooner.

BUDGET IMPACT:

The grant funds will be made available for the purchase of the CPR Manikins & fire investigation camera in the following accounts upon approval of the related budget amendment.

101-337-33900-740.100 IN THE APPROXIMATE AMOUNT OF \$1,353.05

101-337-34100-740.000 IN THE APPROXIMATE AMOUNT OF \$1,146.95

CITY OF WYOMING BUDGET AMENDMENT

Date: November 15, 2021

Budget Amendment No. 043

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$37,000 of additional budgetary authority to provide funding for communications services per the attached staff report.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
City Manager - City Manager - Salaries 101-172-17200-706.000	911,905.00		32,150.00	879,755.00
City Manager - City Manager - FICA 101-172-17200-715.000	68,122.14		2,460.00	65,662.14
City Manager - City Manager - Health Insurance 101-172-17200-716.000	194,467.52		9,200.00	185,267.52
City Manager - City Manager - Pension DC Plan 101-172-17200-718.100	42,621.36		2,550.00	40,071.36
City Manager - City Manager - Pension Retiree Health DC Plan 101-172-17200-718.200	24,121.00		1,640.00	22,481.00
City Council - Communications - Other Services 101-101-10300-956.000	56,400.00	85,000.00		141,400.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 37,000.00	

Recommended: *Kate Bertoldo*
Senior Accountant

C. J. AD
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

STAFF REPORT

Date: November 2, 2021
Subject: Upcoming Communications Items
From: John McCarter, Deputy City Manager
Meeting Date: November 8, 2021

PURPOSE:

The purpose of this Staff Report is to outline three separate but related items that will be brought forth for City Council consideration in the near future: 1) A budget amendment for imbedded communications services and communications services related to the upcoming ballot questions, 2) a contract award for communications services related to the upcoming May 2022 ballot questions and 3) an employment contract for the Communications Specialist position.

DISCUSSION:

At the June 7, 2021 Regular City Council Meeting, Council approved a six-month agreement with SaboPR, LLC to provide embedded communications services to the City. The intent of the contract was to provide communications services for six months while the Communications Specialist position would be held vacant. Nation-wide challenges in the labor market and several open recruitments for similar Communications positions with the City of Grand Rapids made it difficult to find a qualified candidate to fill that position at that time. At the time there was adequate budget remaining in Fiscal Year 2021 to cover the expenditures related to this contract, but Staff advised a future budget amendment would be needed in Fiscal Year 2022, which is being brought forth here. The contract is set to expire on December 8, 2021.

Item #1: Budget Amendment for Current Embedded Communication Services & Proposed May 2022 Communications

At the time the current contract with Sabo was executed, Staff estimated the total spend to be \$50,000, which would be covered by savings from the position vacancy. The actual cost of the contract is now expected to be \$65,000. The variance is a direct result of the increased number of hours needed from SaboPR staff during the month of August in response to national media attention.

In addition to accounting for services provided year-to-date, Staff estimates that roughly \$2,500 will be needed monthly to support critical communications functions. These services include design/development for the Wyoming Record, content editing and media relations, among other things. A summary of the projected expenses and allocation can be found below. This support has been an important resource for the Communications Specialist in the past and will be critical going forward.

This budget amendment will also contain \$23,000 for a contract with SaboPR for communications services related to the upcoming May 2022 ballot questions. More information can be found on this contract in the next section.

Summary of Expenditures: 101-101-10300-956.000

FY22 Adopted Budget for Communications Services	\$25,000
Other Sabo Communications Services Provided YTD	(\$7,500)
Embedded Communications Services Contract	(\$65,000)
Future Communications Services (Jan-Jun)	(\$15,000)
<u>Ballot Question Communications Services</u>	<u>(\$23,000)</u>
<i>Projected Budget Gap</i>	<i>(\$85,500)</i>
Salary/Benefit Savings from Vacant Comms Specialist	\$48,000
<u>Allocation from Fund Balance</u>	<u>\$37,500</u>
<i>Total Additional Allocation</i>	<i>\$85,500</i>

Item #2: Contract Award for May 2022 Ballot Communications

At the September 20, 2021 Regular City Council Meeting, Council placed two questions on the May 2022 ballot; one to allow the city to assess an income tax and the other to reduce the city's maximum allowable millage rate. In order to ensure that voters in our community are informed about what these proposals are, it is essential that effective communications materials are developed and reach voters. This proposal is designed to inform voters only and does not include any funding for advocacy for or against the proposals. A proposed scope of services can be found attached to this Staff Report.

There is no budget to support these services because the proposals had not yet been placed on the ballot when the budget was developed. As such, fund balance will need to be allocated to cover this cost.

The total cost of this contract would be \$23,000, which would be allocated from fund balance, as outlined in the previous section.

Item #3: Employment Contract for Communications Specialist

The City Manager has made a conditional employment offer to Brianna Pena to fill the vacant Communications Specialist position permanently. Brianna is currently employed with SaboPR and has served as the designated embedded Communications Specialist for the City of Wyoming since the City entered into the contract with Sabo in June. Brianna has established herself as a valuable team member in her short time with us by leading several critical projects, such as the development of the City-wide Media Training and redevelopment of recruiting marketing materials and serving as the primary point of contact for numerous media interactions. We are excited to welcome Brianna as a full-time member of our team.

This is an existing, budgeted position, so there will be no budget impact from approval of this contract.

RECOMMENDATION:

Staff recommends these three items be brought forth at the November 15, 2021 Regular City Council meeting for consideration and approval



To: John McCarter

From: Mary Ann Sabo, Brianna Peña, Amy Snow-Buckner

Re: Revised: Communications for City of Wyoming Ballot Proposals

Date: November 2, 2021

Mary Ann appreciated the opportunity to meet with you earlier this month and discuss the ballot proposals and how Sabo PR could help the City educate residents in advance of the May 2022 election. These proposals align with the City's commitment to community, safety and stewardship – and, if approved, would provide future funding to support critical public safety and parks needs.

The City's current revenues do not meet the community's needs around public safety and parks, as well as capital improvements for the City's parks. Wyoming's public safety millage has not allowed the City to keep pace with growing demand for services. The City's current Parks and Recreation millage also is inadequate to support both the operational and capital needs of the City's Parks and Recreation Department.

The first ballot proposal would allow the City to levy an income tax on residents, businesses and non-residents who work in Wyoming. The second ballot proposal would decrease the City of Wyoming property tax millage by more than half. If approved, the proposals would generate an additional \$6 million in revenue each year, supporting significant investment to improve public safety and parks infrastructure for residents, businesses and visitors. Both proposals need to pass for either to go into effect.

Due to the complexity of these ballot proposals and the fact Wyoming already has millages for public safety and parks, communicating the need and ask is critically important. As such, you have determined an educational campaign that explains the ballot proposals in simple terms and lays out the City's future funding needs around public safety and parks is in order.

Based on our conversation and past communication experience with similar ballot questions, we recommend the following for an educational campaign beyond the key messages, website content and press release we have crafted:

1. **Brochure:** We should look at developing a brochure that can be handed out at City offices, mailed to all residents, provided to Council members for distribution, etc. This will use images along with our key messages to convey the need, the ask and the results if the proposals pass.

2. **Wyoming Record:** Starting in December – once we are past the November election to avoid confusion – we can include content on the ballot proposals through April. The content will pull from the key messages and FAQs.
3. **Digital advertising:** The City has enjoyed exceptional results in past millage campaigns (public safety, parks) with an investment in digital advertising. We would again prepare the creative for placement by our friends at Media Place Partners, who have consistently enabled us to get tremendous reach at a modest price. This could be through social media, display ads, retargeting and other tactics.
4. **Digital signage:** The City should take advantage of the digital sign in front of City Hall, its digital billboard on 28th Street and, if possible, the digital sign at the KDL branch to amplify its millage education.
5. **Direct mail:** We should design a postcard with similar information to coincide with the mailing of absentee ballots. This would involve writing and editing copy and designing the postcard.
6. **Utility bill inserts:** We can develop inserts to be shared in your monthly water bills. Perhaps we do one focused more on public safety and a second focused on parks.
7. **Business card:** The Mayor has requested business cards with a few key points and the webpage where voters can get more information. This would involve writing and editing copy and designing the card.
8. **Parks and Recreation publications:** Krashawn will save space in multiple Parks and Recreation print publications for content about the ballot proposals. These will include the seasonal Parks and Recreation brochure, the Wyoming Senior Center’s *Active Living* newsletter and the department’s monthly e-newsletter. This would involve writing content and possibly designing a small ad.

Budget: We recommend the following budget:

• SPR services	
▪ Brochure	\$2,500-\$3,500 (excluding printing)
▪ Wyoming Record content	\$1,500-\$2,500
▪ Digital advertising	\$3,000
▪ Digital signage	\$200
▪ Direct mail	\$1,000-\$1,500 (excluding printing, postage)
▪ Utility bill inserts	\$850
▪ Business card	\$500 (excluding printing)
▪ P&R publications	Repurpose other content
▪ Additional services as needed	\$5,000
• MPP services	
▪ Advertising placement	\$2,000/month recommended spend
Total SPR:	\$14,550-17,050
Total MPP:	\$6,000 (three-month spend)

If there’s something you want to handle internally or skip, we can deduct that from the total price. Of course, if we can accomplish these tasks in less time, we will bill accordingly.

We look forward to discussing the options you are interested in at your convenience.

RESOLUTION NO. _____

RESOLUTION TO AMEND A PORTION
OF THE CITY OF WYOMING FEE SCHEDULE

WHEREAS:

1. The City of Wyoming establishes by resolution certain fees.
2. From time to time, fees are reviewed to ensure they are appropriate.
3. Based on changes to the Business License Ordinance, Section III – City Clerk Fee Schedule needs to be amended.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council adopts the attached revisions to the fee schedule for Section III – City Clerk.

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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Fee Schedule Section III – City Clerk

STAFF REPORT

Date: November 3, 2021

Subject: Fee Schedule Amendments – City Clerk’s Office

From: Kelli A. VandenBerg, City Clerk

Meeting Date: November 8, 2021 Work Session and November 15, 2021 Regular Session

RECOMMENDATION:

It is recommended the City Council approve the fee schedule amendments as proposed.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming, through its Code of Ordinances, provides certain regulations for businesses. These regulations aim to protect or advance the health, safety and the general welfare of those who interact with these businesses. Part of the regulation process includes a staff review that includes a business license application and fee and an annual license renewal and fee. Reviewing and maintaining reasonable fees is an essential component of the business licensing ordinance.

DISCUSSION:

The current business license fee schedule has been in place since 2001. Very little change has occurred in the licensing process and as such, very little change has occurred as it relates to fees. Following the business license ordinance amendment in 2020, staff reviewed the licensing processes and fees of surrounding and comparable communities. Due to differences in the administration of business licenses among other jurisdictions, it is difficult to draw true “apples to apples” comparisons, but it does appear our fees are lower than most given the process we have.

At this time, only minor fee adjustments and a few housekeeping-type amendments are being recommended. Two fee adjustments are being proposed, including increasing the general business license fee from \$40 per year to \$50 per year, and changing the fee for gasoline service stations from a calculation based on the number of nozzles to a flat fee of \$150 per year. Housekeeping-type amendments include several business license categories that have been modified, combined or eliminated.

Staff is asking for Council’s consideration of these changes now due to the upcoming license renewal process in December and the desire to implement these new fees.

BUDGET IMPACT:

The revenues collected from licensing fees averages around \$90,000.00 annually. This change is estimated to generate an additional \$9,600.00 per year.

III - CITY CLERK

All Business Licenses, except as described or otherwise provided: or otherwise provided herein:	\$ 40.00 50.00
Adult Bookstore and other Adult Businesses	250.00 initial 100.00 annual
Air Pollution Appeals or Variance	25.00
Assemblies, Outdoor	200.00
Auto Body Repair Garages	100.00
Automobile Sales New & Used Cars, Trucks, each lot	50.00
Automobile Wrecking Yard/Scrap Metal and Metal Processing	125.00
Billiards/Pool	125.00
Bowling Alleys	40.00
Carnival	
Nonrefundable application fee	75.00
Additional permit fee per day	50.00
Bond	1,000.00
Insurance: \$3,000,000 Combined Single Limit for Occurrence, Aggregate & Property Damage Naming the City of Wyoming as Additional Insured	
Christmas tree sales (outdoors)	50.00
Concrete Construction License (in Right of way)	50.00
Minimum Insurance Policy Limits per Project:	
Automotive Liability/Combined Single Limit \$1 Million	
Liability Coverage (Occurrence/Aggregate) \$1 Million/\$2 Million	
Policy must name the City of Wyoming as Additional Insured	
Dance Hall	125.00
Day Care (7 or more children)	50.00
Dealer of Precious Metal & Gems	50.00
Employment Placement Services	40.00
Fertilizing Services for Lawns, Shrubs or Trees	30.00 per vehicle
Fireworks Permit, Discharge of Fireworks	300.00
Worker's Compensation & Employer's Liability, Michigan Statutory Limits of Liability; General Liability \$3,000,000 Combined Single Limit for Occurrence, Aggregate & Property Damage Naming the City of Wyoming as Additional Insured; Vehicle Liability Coverage and Michigan No-fault Coverages for owned, non-owned and hired vehicles \$3,000,000 combined single limit.	

Gasoline Service Station	150.00	35.00 PLUS \$25.00 For each nozzle up to \$50.00 max per pump
Going out of Business/Auction	\$ 50.00	
Health Club or Massage Establishment	50.00	
Industrial Waste Disposal	300.00	
Kennels	40.00	
Mfg or Dist. of Paint, Lacquer, Varnish & Oil	100.00	
Mfg or Dist. of Solvents & Chemicals	100.00	
Pawn Shops/Second Hand Stores	50.00	
Peddlers License Vendor/Solicitor	50.00	10.00 Plus 25.00 per week
Poison Gases (Inc. Exterminators & Fumigators)	100.00	per person Plus \$5.00 per employee
Private School	40.00	
Rubbish Hauler	30.00	per vehicle
Insurance: \$500,000/\$1,000,000 Liability, \$100,000 Property Damage		
Solicitation for funds	25.00	
Maximum 90 day permit		
Snow Plowing	30.00	per vehicle
Insurance: Automotive Liability/Combined Single Limit \$1 Million Liability Amount (Occurrence/Aggregate) \$1 Million/\$2 Million Policy must name the City of Wyoming as Additional Insured		
Sound Car	25.00	
Taxicab/Limousine and other privately owned services providing transportation services to the public (based in the City of Wyoming)	40.00	
Insurance: Property Damage \$20,000, Liability \$200,000/\$500,000 Naming the City of Wyoming as Additional Insured		
Taxicab/Limousine and other privately owned services providing transportation services to the public (not based in the City of Wyoming) Operator shall provide proof of insurance equal to or exceeding that required for business based in the City of Wyoming and a copy of the license issued to them by any other city.		
Theater	40.00	
Late Renewal		
The late renewal penalty at 30 days shall be 25% of the renewal license fee but not less than \$10.00 and the late renewal penalty at 90 days shall be 50% of the renewal license fee but not less than \$20.00.		
Marriage Ceremonies performed by the Mayor	\$25.00	
Notary Fee	5.00	

On-Premise Liquor License Application	300.00
Precinct Maps	3.00
Code of Ordinances	100.00
Qualified Voter File Reports	N/C e-mail
	.10 per printed page
	.70 per label page
	\$5.00 per CD

RESOLUTION NO. _____

RESOLUTION TO APPROVE CITY EMPLOYMENT
FOR A RELATIVE OF AN APPOINTIVE OFFICAL

WHEREAS:

1. The 62A District Court received an application from Rylee VandenBerg to serve as a deputy court clerk for the 62A District Court, and Rylee has met the requirements and qualifications for this position.
2. Rylee VandenBerg’s mother, Kelli VandenBerg serves as the City of Wyoming’s Clerk, an appointed official for the City of Wyoming.
3. Under Section 5.13 of the City Charter, relatives of elective or appointive officials may hold an appointive office or employment during the terms of office of those elective or appointive officers only if the City Council unanimously determines it is in the best interests of the City for them to do so.

NOW, THEREFORE, BE IT RESOLVED:

1. It is in the best interest of the City for Rylee VandenBerg to serve as a deputy court clerk for the 62A District Court.

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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

City Charter Sec. 5.13

Resolution No. _____

Sec. 5.13. - Antinepotism.

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

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE COMMUNICATIONS SPECIALIST

WHEREAS:

1. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
2. The City Manager desires to appoint Brianna Peña as the Communications Specialist and recommends City Council approve the employment agreement the City Manager has negotiated.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Communications Specialist.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 15, 2021:

ATTACHMENT:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING
EMPLOYMENT AGREEMENT – COMMUNICATIONS SPECIALIST

This Employment Agreement with Brianna Peña is made as of November 16, 2021, was approved by the City Council on November 15, 2021, and is to be effective on December 6, 2021, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Brianna Peña, an individual whose current home address is as provided the employment application (**Employee**).

1. TERM. City employs and appoints Employee as its Communication Specialist effective on December 6, 2021. Employee acknowledges that the Communications Specialist serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time.

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

3. SERVICE DATE. Employee's date of service with the City shall be effective December 6, 2021. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

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

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

6. TERMINATION. This agreement and Employee's employment pursuant to it may be terminated as follows:

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

B. By the City Manager because Employee (i) failed to substantially perform Employee's job duties (ii) committed misfeasance, malfeasance, or nonfeasance in Employee's position, (iii) engaged in criminal misconduct, (iv) is convicted of any felony, (v) is convicted of a misdemeanor involving bodily harm or dishonesty, or (vi) performed a deliberate wrongful act: In such circumstances, regardless of any other provision of this agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits.

C. By the City Manager, other than as provided in subsection B of this section: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance (health, dental, vision and life) shall continue to be paid by City for the same period. However, if Employee secures another position of equal or greater pay during the 6-month period, City's obligation to make severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

D. Upon termination of Employee's employment, Employee shall arrange for the immediate and orderly transfer of Employee's office and City-owned personal property, records, documents, and other items in Employee's possession. Employee shall also resign from any other positions to which Employee was assigned

or appointed due to Employee's employment by City. Employee agrees that when Employee's employment ends, Employee must pay any expenses or other amounts that Employee may owe to City at that time. Employee authorizes City to deduct any amount owed from any wage or benefit payments that may be due to Employee.

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

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and is the sole agreement of the parties regarding Employee's employment by City. Except as otherwise specifically stated in this agreement, this agreement supersedes and replaces all other representations and agreements whether oral or written. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Employee or to the employment relationship between Employee and City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this agreement shall not affect the validity or enforceability of any other term in this agreement. If any term in this agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. APPLICABLE LAW. This agreement is to be interpreted, enforced, and performed under Michigan law.

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

11. JURISDICTION AND VENUE. To the extent permitted by law, jurisdiction and venue for any action brought pursuant to or to enforce this agreement shall be solely in the state courts in Kent County, Michigan.

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

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

City of Wyoming

Brianna Peña

By: _____
Curtis L. Holt, City Manager

Date signed: _____, 2021

Date signed: _____, 2021

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE
AN EMPLOYMENT AGREEMENT WITH THE ASSISTANT CITY ATTORNEY

WHEREAS:

1. Pursuant to section 4.16 of the City Charter the City Attorney has requested the City Council's approval of the employment and retention of an assistant city attorney and has recommended that Heather Chapman be employed and appointed as Assistant City Attorney.
2. Consistent with section 4.7 and other provisions of the City Charter the City Manager wishes to appoint Heather Chapman as the Assistant City Attorney and recommends City Council approve the employment agreement the City Manager has negotiated.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with Heather Chapman to serve as the Assistant City Attorney.
2. The City Manager is authorized to approve future amendments to the employment agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Employment Agreement

Resolution No. _____

Staff Report

Date: November 9, 2021
Subjects: Assistant City Attorney Employment Contract
From: Curtis Holt, City Manager, and Scott Smith, City Attorney
Meeting Date: November 15, 2021

RECOMMENDATION:

Adopt the Resolution to Authorize the City Manager to Execute an Employment Agreement with the Assistant City Attorney.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community is served by dedicated, talented, experienced, and caring staff.

Safety – Safety is advanced by prosecution focused on ordinance compliance.

Stewardship – Good stewardship of city resources includes successorship planning and the ability to continue legal services during planned and unplanned absences.

BUDGET IMPACT:

Funds for this position will come from amounts currently being paid to the law firm providing ordinance prosecution services.

DISCUSSION:

Heather Chapman, a graduate of East Kentwood High School, Lake Superior State University, and the Wayne State University School of Law, was admitted to the State Bar of Michigan in 2002. She has served as an assistant prosecutor in Leelanau County, an assistant district attorney in Kenai, Alaska, a triable attorney and prosecutor for the Keweenaw Bay Indian Community, and a senior staff attorney for the Nottawaseppi Huron Band of Potawatomi. She currently serves as an assistant public defender (representing persons charged with capital felonies) for Kalamazoo Defender Inc., a private non-profit corporation providing indigent criminal defense attorney services in Kalamazoo County courts. She is also one of three justices serving on the Keweenaw Bay Indian Community court of appeals (its highest court), a position she has served since 2015.

She has extensive criminal law experience working both as a prosecutor and defense attorney. She has also written tribal laws, ordinances, policies, procedures, and contracts. She represented her clients in civil litigation matters and has overseen litigation handled by outside firms. From our interviews, her commitment to community and client service is obvious. She has a good understanding of the role and responsibility of the city attorney. She also seems to have views about the purposes and goals of law enforcement, local government, community, and the uses of resources that are compatible with those of other city leaders.

Heather is planning to start her city employment on January 4, 2022. At that time (or, perhaps, with a little overlap, shortly thereafter), the city will discontinue the services of the outside law firm that has been providing ordinance prosecution services. Her office will also be in the city's court building.

This resolution is a bit different than similar ones you have approved. City Charter §4.16 states that the city attorney is to directly request the City Council's approval of a deputy or assistant. That section also requires the city manager to approve of some assistants and deputies, but not for the city attorney. On the other hand, City Charter §§4.6 and 4.7 seem to provide the city manager some oversight of all administrative officers (including deputies and assistants). So, the resolution was written with sensitivity to these provisions to avoid any claim that the assistant city attorney was not properly appointed and employed.

CITY OF WYOMING
EMPLOYMENT AGREEMENT – ASSISTANT CITY ATTORNEY

This Employment Agreement with Heather Chapman is made as of November 16, 2021, was approved by the City Council on November 15, 2021, and is to be effective on January 4, 2022, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Heather Chapman, an individual whose current home address is as provided in the employment application (**Employee**).

1. TERM. City employs and appoints Employee as its Assistant City Attorney effective on January 4, 2022. Employee acknowledges that the Assistant City Attorney serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time.

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

3. SERVICE DATE. Employee's date of service with the City shall be effective January 4, 2022. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

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

A. In addition to the benefits listed above, on January 1, 2022, and each succeeding January 1, Employee shall be credited with 80 hours of vacation until such time as the Administrative and Supervisory Association regular employee vacation schedule applies.

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

6. PROFESSIONAL STATUS. Employee must be and remain qualified to practice law in the state of Michigan. Employee must promptly report to City any professional grievance or claim of professional malpractice made against Employee. City shall pay Employee's annual dues for the State Bar of Michigan (including membership in the Government Law Section), Grand Rapids Bar Association, and Michigan Association of Municipal Attorneys.

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

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

B. By the City Manager because Employee (i) failed to substantially perform Employee's job duties (ii) committed misfeasance, malfeasance, or nonfeasance in Employee's position, (iii) engaged in criminal misconduct, (iv) is convicted of any felony, (v) is convicted of a misdemeanor involving bodily harm or dishonesty, or (vi) performed a deliberate wrongful act: In such circumstances, regardless of any other provision of this agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits.

C. By the City Manager, other than as provided in subsection 7.B: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance (health, dental, vision and life) shall continue to be paid by City for the same period. However, if Employee secures another position of equal or greater pay during the 6-month period, City's obligation to make

severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

D. Upon termination of Employee's employment, Employee shall arrange for the immediate and orderly transfer of Employee's office and City-owned personal property, records, documents, and other items in Employee's possession. Employee shall also resign from any other positions to which Employee was assigned or appointed due to Employee's employment by City. Employee agrees that when Employee's employment ends, Employee must pay any expenses or other amounts that Employee may owe to City at that time. Employee authorizes City to deduct any amount owed from any wage or benefit payments that may be due to Employee.

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

8. OTHER WORK. City recognizes Employee has served on as an appellate justice on the Keweenaw Bay Indian Community Court of Appeals. City consents to Employee's continued service in that role provided such service does not unduly interfere with Employee's performance of Employee's duties under this agreement.

9. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and is the sole agreement of the parties regarding Employee's employment by City. Except as otherwise specifically stated in this agreement, this agreement supersedes and replaces all other representations and agreements whether oral or written. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Employee or to the employment relationship between Employee and City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

10. SEVERABILITY. The invalidity or unenforceability of any term in this agreement shall not affect the validity or enforceability of any other term in this agreement. If any term in this agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

11. APPLICABLE LAW. This agreement is to be interpreted, enforced, and performed under Michigan law.

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

13. JURISDICTION AND VENUE. To the extent permitted by law, jurisdiction and venue for any action brought pursuant to or to enforce this agreement shall be solely in the state courts in Kent County, Michigan.

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

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

City of Wyoming

Heather L. Chapman

By: _____
Curtis L. Holt, City Manager

Date signed: _____, 2021

Date signed: _____, 2021

November 15, 2021
Police/TEP

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety applied for the 2021 Edward Byrne Memorial Justice Assistance Grant and was awarded \$30,294 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
2. The City Council for the City of Wyoming held a public hearing on Monday August 16, 2021 at 7:02 p.m., for the purpose of receiving public comment regarding the use of the 2021 Edward Byrne Memorial Justice Grant Funds for program activities.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Wyoming accepts the Edward Byrne Memorial Justice Assistance Grant funds in the amount of \$30,294.00.
2. That Police Captain Timothy Pols serve as the Project Director responsible for equipment procurement and yearly status reports to be submitted to the Bureau of Justice Assistance.
3. That Amy Berridge serve as the Financial Manager responsible for the quarterly financial reports to be submitted to the Bureau of Justice Assistance.
4. That the attached budget amendment is approved.

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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:

Staff Report

Budget Amendment

Resolution No. _____

STAFF REPORT

Date: August 2, 2021
Subject: 2021 Edward Byrne Memorial Justice Assistance Grant
From: Cpt. Timothy Pols
Meeting Date: August 2, 2021

RECOMMENDATION:

It is recommended City Council authorize application for the 2021 Byrne Grant and set a public hearing on the matter.

COMMUNITY, SAFETY, STEWARDSHIP:

The Edward Byrne Memorial Justice Assistance Grant, which we refer to as the Byrne Grant, is a federal grant meant to assist law enforcement with technology, equipment, or programs that an agency could not otherwise afford or fully fund. We have participated in this grant for most of the last many years. There is no required match and the money allows us to implement technology and deploy equipment not otherwise funded.

DISCUSSION:

In the fall of 2020, after a spring and summer with significant civil unrest and the disruption of First Amendment activity in our region, we learned it was necessary to upgrade and replenish certain safety gear required to respond to such events. We submitted to the Bureau of Justice Assistance that last year's 2020 Byrne dollars be allocated to purchase new protective gas masks for the tactical bicycle team (our primary civil unrest response unit), 90 protective helmets to distribute new and uniform head protection gear to each officer, and 31 packs of protective mask filter canisters (single use items that have limited shelf life). During the purchase process for this equipment it has become evident that last year's Byrne funds will not cover the purchase of all of the necessary protective equipment. If awarded, we intend to combine the 2021 Byrne dollars with the 2020 Byrne award in order to complete these important safety equipment purchases. We have begun to price systems and are anticipating actual costs approaching \$65,000.

Byrne Grant allocations for FY 2021 were announced in mid-July and the City of Wyoming has been allocated \$30,294. The grant encourages just this sort of use; leveraging federal funds to fill gaps such as this.

The grant has specific timelines and requirements that include City Council approval and a public comment opportunity be made. I request and recommend that you resolve to approve application and acceptance once awarded, and that you set a public comment period for the Council meeting to be held on August 16, 2021

BUDGET IMPACT:

There is no negative budget impact to this action outside of personnel time spent in grant management. Acceptance of this award will increase available funds for an important project by over \$30,000.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AND DISTRIBUTE GRANT FUNDING
RECEIVED FROM THE OFFICE OF HIGHWAY SAFETY PLANNING

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Kent County DUI/Seatbelt Overtime Traffic Enforcement" grant, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$184,161 in grant funds designated for overtime patrols to enforce safety restraint and operating while intoxicated violations to five agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

1. Chief Kimberly Koster shall serve as the Director of the Task Force.
2. Jodi Yenchar shall serve as the Finance Director of Task Force.
3. The attached Budget Amendment is approved.

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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

CITY OF WYOMING BUDGET AMENDMENT

Date: November 15, 2021

Budget Amendment No. 041

To the Wyoming City Council:

A budget amendment is requested for the following reason: To appropriate \$184,161 of additional budgetary authority to provide funding for the Kent County DUI, Seat Belt, and Speed Overtime Traffic Enforcement grant and recognize the associated revenue from the Office of Highway Safety Planning as per the attached resolution.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Federal Grants-OHSP Strategic Traffic Enf				
101-505.003	-	184,161.00		184,161.00
Police - OHSP Strategic Traffic Enf - Salaries-Uniform OT Salaries				
101-305-31506-709.000	-	27,941.00		27,941.00
Police - OHSP Strategic Traffic Enf - FICA				
101-305-31506-715.000	-	2,137.00		2,137.00
Police - OHSP Strategic Traffic Enf - Workers Comp Insurance				
101-305-31506-719.000	-	369.00		369.00
Police - OHSP Strategic Traffic Enf - Grand Rapids Distribution				
101-305-31506-956.520	-	38,760.00		38,760.00
Police - OHSP Strategic Traffic Enf - Kentwood Distribution				
101-305-31506-956.522	-	38,382.00		38,382.00
Police - OHSP Strategic Traffic Enf - Walker Distribution				
101-305-31506-956.523	-	35,186.00		35,186.00
Police - OHSP Strategic Traffic Enf - Kent County Distribution				
101-305-31506-956.525	-	41,386.00		41,386.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	

Recommended: *Hate Bastjan*
Senior Accountant

C. A. 146
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 PURCHASE OF
CIVIL UNREST SAFETY EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council approve the purchase of safety equipment to be utilized during incidents of civil unrest from On Duty Gear, LLC and CMP Distributors Inc.
2. On Duty Gear, LLC has provided a quote for the purchase of gas masks, face shields, and gas mask assemblies in the total estimated amount of \$43,115.00.
3. CMP Distributors Inc. has provided a quote for the purchase of riot helmets, gas mask canisters, and patrol bags in the total estimated amount of \$14,714.00.
4. Funds for these purchased are available as shown in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of gas masks, face shields, and gas mask assemblies from On Duty Gear, LLC.
2. The City Council does hereby authorize the purchase of riot helmets, gas mask canisters, and patrol bags from CMP Distributors Inc.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote(s)

Resolution No. _____

STAFF REPORT

Date: November 5, 2021
Subject: Civil Unrest Safety Equipment for Police
From: Captain Timothy Pols
Meeting Date: November 15, 2021

RECOMMENDATION:

It is recommended the City Council approve the purchase of safety equipment to be utilized by Department of Public Safety–Police during incidents of civil unrest. This equipment is to include 75 gas masks, 17 face shields, and 10 gas mask assemblies to allow for corrected vision to be purchased from On Duty Gear, LLC. Additionally, it is to include 63 adjustably sized riot helmets, 48 replacement gas mask canisters, and 75 patrol bags purchased from CMP Distributors Inc. The total cost of this project is \$57,833.

COMMUNITY, SAFETY, STEWARDSHIP:

Members of the community have a right to exercise their first amendment rights by gathering in order to voice concerns regarding issues that we face as a community. These gatherings have become more frequent, and a small minority of these gatherings have evolved from peaceful protests to unlawful gatherings or even riots. Police officers are often called upon to uphold rights to peacefully assemble and to intervene when assemblies become less than peaceful. It is essential for our police department to be properly equipped in order to maximize their own safety as well as that of our community when they respond to these situations. Purchasing this equipment would provide this necessary equipment for officers responding to such situations. This purchase would demonstrate stewardship as it would allow acquisition of necessary equipment almost entirely through grant funds received from the 2020 and 2021 Edward Byrne Memorial Justice Assistance Grants.

DISCUSSION:

In late May and early June of 2020, significant unrest occurred in our region. We deployed dozens of officers to support neighboring Grand Rapids during hours of all out rioting and chaos. Our officers returned to the station at 0400 hours one Sunday morning, some of whom were in harm's way for over 20 hours. They walked in with scuffed helmets from rocks and bottles thrown at them and spit smeared on their protective shields. They were dirty and exhausted but thankfully not severely hurt. In the 18 months that have elapsed since then, officers have been called upon to assist during several protests that posed the possibility of turning violent.

We have learned that our critical safety equipment was old, inconsistent, and in some cases expired. Reacting quickly, we were able to fill glaring gaps in order to outfit our officers but learned we needed to replenish and, in some cases, replace this important gear.

The proposed purchase is for 63 adjustably sized law enforcement helmets, 75 new gas masks, 48 gas mask filter cannisters, 17 face shields which will fit on the helmets currently used by our tactical team, 10 gas mask assemblies to allow for corrected vision and 75 patrol bags. It would be used as follows:

- The adjustable helmet purchase would equip all of our operational officers when combined with newly acquired helmets utilized by our tactical team. A majority of our current helmets are 20-plus years old and are sized in only small medium and large, which creates very inconsistent and suboptimal fit. They do not integrate well with our current gas masks and the clear shields are banged up to the point of vision obstruction in some cases.
- The gas mask purchase would equip all operational officers and would ensure a proper fit combination with the helmets.
- The gas mask filter canister purchase would adequately equip officers and provide necessary reserves.
- The face shields purchased would fit on the helmets currently used by our tactical team and would be utilized by tactical officers who were responding to civil unrest.
- The gas mask assemblies would accommodate for corrected vision of officers who require it.
- The patrol bags would be used to store and transport this equipment.

The 2020 Byrne funds were designated for purchasing this equipment, but as we began the purchase process, we determined that the grant did not provide sufficient funds to consistently equip all necessary personnel. We then designated the 2021 Byrne funds for the same purpose. The 2020 Byrne Grant dollars have been accepted by Council, and the 2021 Byrne Grant has been awarded and is scheduled to be accepted by Council on November 15, 2021. When combined, the 2020 Byrne and 2021 Byrne awards total \$55,583, and would fund all but \$2,250 of these proposed safety equipment purchases.

BUDGET IMPACT:

The total project need is \$57,833. This amount was arrived upon after receiving multiple quotes and selecting the vendor with the cheapest price for each item. If approved, the necessary funds will come from the Uniforms account #101-305-31500-744.000.

CMP Distributors, Inc.
 16753 Industrial Parkway
 Lansing, MI 48906
 Phone # 517-721-0970
 Fax # 517-721-0974

Quote

Date	Quote #
10/1/2021	10912

Bill To
Wyoming Police Department*** 2300 DeHoop, SW Wyoming, MI 49509

Ship To
Wyoming Police Department 2300 DeHoop, SW Wyoming, MI 49509

Sales Rep	Account #	Terms	Expiration Date	Shipping Terms
CMP	1637	Net 30	10/31/2021	Best Way

Description	Qty	Price	Total
AVON 70501-556 Gas Mask, C50 First Responder Kit, C50, Clear Outsert, Sunlight Outsert, CBRN Canister, CTCF50 Riot Agent Canister, Universal Carrier and Storage Faceform, Size Medium	75	593.30	44,497.50T
✓ AVON 72606-3 CTCF-50 Riot Agent Canister, 4 Pack	12	158.10	1,897.20T
AVON 70501-155 Vision Correction Assembly	10	85.00	850.00T
✓ Premier Crown, PC 906 Helmet Black	63	149.95	9,446.85T
Blackhawk 56GM00BK Omega Elite Gas Mask Pouch w/2 legstraps, Black	14	45.95	643.30T
✓ Uncle Mike 53741 Patrol Bag, Black	75	44.95	3,371.25T
Shipping and Handling	1	300.00	300.00T

Shipping & Handling Terms: - Freight to be added at time of shipment - Ships UPS Ground	Sales Tax (0.0%)	\$0.00
	Total	\$61,006.10

This is a quotation on the goods named, subject to the conditions noted below:
 1. Pricing is good for 30 days unless otherwise noted.
 2. Please include the quote number on all correspondence to insure proper pricing when ordered.
 3. To accept this quotation, please sign and return.

Customer Signature _____

ON DUTY GEAR, LLC
 44315 N. Groesbeck Hwy.
 Clinton Township, MI 48036
 Phone: (586) 463-0099

Quote

Date	Quote #
8/18/2021	2544

Name / Address
City of Wyoming ATTN: Capt. Eric Wiler 2300 DeHoop Ave. SW Wyoming, MI 49509

Terms	Rep	Project
Net 30		

Item	Description	Qty	Cost	Total
AE-HELAEX35	Armor Express AEX35 Level IIIA Ballistic Helmet-Black, Full Cut, Upi-Size	26	385.00	10,010.00
AE-HELBLHTIM...	Armor Express/Busch Non-Ballistic (Light Impact) Visor, CAV-1E, Standard Cut w/Liquid Barrier	17	170.00	2,890.00
	FREE SHIPPING Quote Valid Through 10/31/2021			
Total				\$12,900.00

ON DUTY GEAR, LLC
 44315 N. Groesbeck Hwy.
 Clinton Township, MI 48036
 Phone: (586) 463-0099

Quote

Date	Quote #
9/27/2021	2578

Name / Address
City of Wyoming ATTN: Megan McCarthy 2300 DeHoop Ave. SW Wyoming, MI 49509

Terms	Rep	Project
Net 30		

Item	Description	Qty	Cost	Total
AVON-70501-556 ✓	Avon Industries C50 First Responder Gas Mask Kit-Size Medium	75	525.00	39,375.00
AVON-72606-3	AVON Protection Riot Agent Filter (4 Pack)	12	185.00	2,220.00
AVON-70501-155 ✓	AVON Protection Vision Correction Assembly	10	85.00	850.00
PC-9065FS6U	906 TacElite Polycarbonate Riot Helmet. Includes Polycarbonate Face Shield with Gas Mask Spacing and Quick Release Buckle-Black	63	175.00	11,025.00
BH-56GM00BK	Blackhawk Omega Elite Gas Mask Pouch w/Waist Strap-Black	14	55.00	770.00
PP-F56920A001O...	Propper Patrol Bag-Black	75	45.00	3,375.00
	FREE SHIPPING			
	Quote Valid Through 10/31/2021			
Total				\$57,615.00

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE FACILITIES AGREEMENT
BETWEEN THE CITY OF WYOMING AND PINERY PARK LITTLE LEAGUE.

WHEREAS:

1. On December 1, 2018, the City of Wyoming entered into a recreational facilities agreement that allowed the use of certain baseball facilities at Pinery Park.
2. It is recommended the City Council authorize the City to enter into an updated facilities agreement between the City and Pinery Park Little League to replace the current agreement starting January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to sign the facilities agreement with Pinery Park Little League to replace the current recreational facilities agreement.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: October 20, 2021
Subject: Pinery Park Little League
From: Connor Zuidema, Office Specialist I
Meeting Date: November 8, 2021

RECOMMENDATION:

It is recommended the City Council authorize the City of Wyoming to enter into a ten-year facilities agreement between the City of Wyoming and Pinery Park Little League (PPLL) to replace the current facilities and fiduciary agreement (F&FA) starting January 1, 2022.

COMMUNITY, SAFETY, STEWARDSHIP:

On October 5, 2015, the City of Wyoming and the Greater Wyoming Community Resource Alliance (GWCRA) entered into a F&FA that allowed the use of certain baseball facilities at Pinery Park and provide financial and other services from the GWRCA.

Over the period of the agreement, PPLL has developed practices and capabilities that have addressed many of the deficiencies that caused concern several years ago. This updated agreement requires PPLL to utilize the services of a certified public accountant to handle all financial requirements. Pinery Park Little League is also required to provide the city with financial reports at the end of every fiscal year, and any reports necessary to maintain their status as a Michigan non-profit.

Pinery Park Little League will take responsibility for registrations through a third-party website that other little leagues in our area use. The league will continue to have lower registration fees to maintain affordability for our residents and attract new participants. They have emphasized this move is directed at raising participation. The city will continue to license and maintain the use of seven baseball and softball fields, storage areas, restrooms, and more. The program will continue to run, Monday through Sunday starting March 1 through July 31 of each year. With the potential additional use of fields after July 31 for fall league use.

DISCUSSION:

The City Manager will designate an employee to serve as a liaison to help with communication between the PPLL and the city to continue the relationship that has been built.

The city recognizes the value of providing youth little league programs and activities to city residents, and the contributions PPLL and improvements that have been made to Pinery Park .

BUDGET IMPACT:

Currently PPLL pays the city an annual administration fee between \$5,000 and \$15,000 to pay a portion of the costs incurred by the city to provide staff personnel and services. Based on the new facilities agreement, the city will no longer receive that payment into the 101-676.000 account.

**FACILITIES AGREEMENT
CITY –PINERY PARK LITTLE LEAGUE**

This Facilities Agreement is made as of January 1, 2022 between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street, SW, Wyoming, MI 49509, Attn: City Manager (**City**), and Pinery Park Little League, a Michigan non-profit corporation that is a recognized tax-exempt organization under subsection 501(c)(3) of the Internal Revenue Code also of 1155 28th Street SW, Wyoming, MI 49509 (**PPLL**), though notices to be provided by the City to PPLL under this Agreement shall be sent to Marv Van Oosten, current PPLL President at his home at _____, _____, MI 49____ and to Allison Mack, current secretary of PPLL at her home at 2977 Burlingame Ave SW, Apt 1C, Wyoming, MI 49509, or such other persons who later hold those offices for PPLL.

RECITALS

- A. PPLL, City, and the Greater Wyoming Community Resource Alliance (**GW CRA**) entered into a Facilities & Fiduciary Agreement dated as of December 1, 2018 that allowed use of certain baseball facilities at City's Pinery Park and provided for certain financial and other services from GW CRA (the **F&FA**).
- B. PPLL enhanced its practices and capabilities such that GW CRA assistance is not currently needed.
- C. PPLL and City agree that the transparency, accountability and other practices required under the F&FA are beneficial for PPLL, City, and those participating in PPLL's activities at City's Pinery Park.
- D. PPLL and City wish to terminate the F&FA and replace it with this Agreement.

TERMS AND CONDITIONS

1. Pinery Park Use.

A. City licenses PPLL to use (i) 7 baseball and softball fields, including fencing, dugouts, scoreboards, bleachers, lighting, press boxes and storage areas, (ii) supporting restroom, concession and storage buildings, (iii) certain parking areas, and (iv) related grounds and facilities at Pinery Park, located at 2301 DeHoop Avenue SW in City, as depicted and designated on the drawing attached as **Exhibit A** (the "**Licensed Facilities**"). This is not a lease but is a non-exclusive license revocable at will as provided below. No interest in the Licensed Facilities is granted or conveyed by this Agreement.

B. During the License Term (defined in section 7 below), City will provide PPLL keys and access to the Licensed Facilities to engage in scheduled and unscheduled PPLL youth Little League programs and activities and to perform PPLL's obligations under this Agreement. However, Pinery Park is a public park with grounds and improvements in addition to the Licensed Facilities that are and will remain open to access and use by the public during normal City park hours, even during PPLL activities utilizing the Licensed Facilities. Pinery Park parking areas will be open to all park users without restriction on a first-come, first-served basis.

C. Scheduled use of Pinery Park and facilities, including the Licensed Facilities, are City's responsibility and within City's discretion. In its annual scheduling of uses of Pinery Park, including the Licensed Facilities, City will accommodate a list of scheduled PPLL activities proposed for the Licensed Facilities from Monday through Saturday each week between March 1 and July 31 each year if that list is provided to City before March 1 each year. If, after the annual scheduling, PPLL wishes to schedule additional activities, it shall contact City's Parks and Recreation Director to determine whether PPLL's additional use of the Licensed Facilities can be accommodated with other scheduled activities at Pinery Park. City's Parks and Recreation staff will periodically (at least monthly) provide PPLL updated information about scheduled activities at Pinery Park. City will attempt to schedule routine site and utility maintenance to reasonably minimize impacts to PPLL's scheduled program and activities.

D. PPLL practices shall end by and no game inning shall begin after 10:30 p.m.

2. License Fee. City recognizes the value of providing youth Little League programs and activities to City residents and contributions PPLL has made to Pinery Park improvements. Therefore, in lieu of a license fee, PPLL will perform its duties and meet its obligations under this Agreement.

3. Maintenance and Improvements.

A. City, without cost to PPLL, will maintain Pinery Park to a quality and in a manner consistent with its maintenance of other City parks. City will perform parking area maintenance, grass mowing, landscape maintenance, trash removal and sanitary services to a quality and in a manner consistent with the intensity of anticipated Pinery Park use by PPLL and its participants, as well as by other users. Restrooms generally will be cleaned on City business days, generally Monday through Thursday, excepting holidays. Parking lot striping, landscaping and other park improvements or capital maintenance items will be undertaken to the extent budgeted funds are available for such purposes. City will also:

1. Mow the 7 playing fields and provide reasonable amounts of stone dust for general field care.
2. Line and drag the 7 fields, Monday through Friday, for PPLL game use. General use and tournament play by District 9 Little League shall be by a separate Agreement. Lining and dragging will not begin until 12:30 p.m. for 6:00 p.m. games. If a team is on the field, City will not drag or line that field. Lining and dragging will not be performed for practices.

B. PPLL, without cost to City, will regularly maintain to a quality and in a manner at least as good as City maintains City parks, the 7 baseball and softball fields, the restroom-concession building, the storage buildings, the fencing, dugouts, bleachers, lighting, press boxes, scoreboards, and related facilities (other than the parking areas) that are parts of the Licensed Facilities. Specifically, PPLL will:

1. Maintain and repair the grounds of the 7 playing fields including maintenance of the fencing, bleachers, sprinkler system, turf fertilization, weed control, mole removal and reseeding.
2. Clean and maintain restroom facilities on weekends (Fridays, Saturdays and Sundays) throughout PPLL's season of use.
3. Maintain and repair the concession area, its equipment, and related storage and maintenance areas in good repair and in compliance with all required local, state, and federal laws.
4. Nightly clean up (e.g. picking up trash and placing it in barrels) field areas, the dugout, and other related adjacent facilities. If City staff must perform the clean-up, City will bill PPLL the cost of doing so, plus 20%. Payment will be due within 30 days of billing. City will provide trash barrels appropriate to the use.
5. Maintain the general storage building adjacent to field 2, all dugouts and announcing booths in good repair and in compliance with all required local, state, and federal laws.

C. PPLL may make improvements to the Licensed Facilities that are first approved in writing by the City Manager (and, if deemed necessary, also approved by City Council resolution of the City Council). After they are constructed or installed any improvement will become part of Pinery Park and City property.

D. PPLL and City will work together to provide a suitable area for equipment storage. No equipment will be kept outdoors in view of Pinery Park users.

E. City will periodically inspect the Licensed Facilities with PPLL representatives. The inspection may be performed quarterly, but not less than annually, at mutually agreeable times. If in City's judgment, the Licensed Facilities are not properly maintained, City will notify PPLL in writing of the deficiency and PPLL will have 15 days to correct it. If PPLL fails to correct it, City may do so and charge PPLL City's actual costs in so doing. PPLL will pay any such cost within 30 days of billing.

F. If City uses or permits other organizations to use the Licensed Facilities, City will provide for clean-up and maintenance required due to use. City will reimburse PPLL for any out-of-pocket expenses PPLL incurs due to use of the Licensed Facilities by others with City's permission to the extent the costs exceed normal maintenance activities.

G. Underground utilities critical to City lie beneath the Licensed Facilities. Those utilities require maintenance and may require emergency repairs sometimes without notice. PPLL will cooperate as needed to ensure the integrity of those utilities. If City intends to undertake construction or other work within the Licensed Facilities that would substantially interfere with PPLL's use, City will use its best efforts to give PPLL advance notice of that work. City will repair damages to the Licensed Facilities resulting from City's work and will attempt to undertake work in the off-season to avoid interfering with

PPLL's activities. To reduce risks of damaging water lines or underground telemetry circuits, PPLL will not excavate or undertake other construction activity without City's prior written approval.

4. Use of Equipment and Supplies. PPLL will designate certain PPLL equipment and supplies for use by City's Parks and Recreation for its recreational programs. If that equipment and supplies are not returned in satisfactory condition, reasonable wear and tear excepted, City will pay PPLL the depreciated replacement value of any equipment not returned in satisfactory condition. PPLL and City will provide adequate storage for City Parks and Recreation and PPLL equipment and supplies.

5. Utilities. City will pay all rates, fees, and charges for utility services to the Licensed Facilities except that PPLL will pay bills for electrical power to the Licensed Facilities during the months of May, June, July and August. City will forward May through August bills to PPLL for payment.

6. Business and Fiduciary Functions. The parties appreciate the passion PPLL board members, coaches, officials, other volunteers, participating families, and players have for baseball and softball and the importance of youth programs and activities such as those provided by PPLL to families in the City. They also recognize that integrity, transparency, and accountability are essential to well-run youth recreational and athletic programming, especially when extensively using publicly owned facilities such as the Licensed Facilities. They therefore agree to collaboratively comply with the following practices.

A. PPLL will do the following and, when requested by City, will promptly provide City copies of documents demonstrating it has done so.

1. Conduct all banking, purchasing, sales, check issuance, fundraising, and other financial transactions, recordkeeping, and reporting (including, without limitation, those to the PPLL board and City's PPLL liaison) using processes and procedures consistent with generally accepted accounting practices, including employing reasonable control procedures customarily used by well-operated non-profit organizations. This includes, without limitation, (i) paying appropriate persons reimbursements or payments related to PPLL expenses only after they have been approved by the PPLL board, (ii) accounting for grant funds in accordance with requirements of grant agreements, (iii) maintaining records needed to properly account for, reporting, and timely paying sales and use taxes, withholding taxes, and other taxes or amounts related to PPLL activities, and (iv) maintaining files related to amounts paid by or on behalf of all PPLL program and activity participants in a manner reasonably needed to comply with Little League, state and federal requirements, and to reasonably protect PPLL board members, officers, staff, coaches, officials and other volunteers from claims of conflicts of interest, self-dealing, discrimination. Tasks required by this subsection shall be performed by an accountant or other finance professional acceptable to the City Manager.

2. Engage in excellent board practices. Not later than January 10 of each year, make available (by posting on PPLL's website and at Pinery Park) the dates, times, and places of regular PPLL board meetings for that calendar year through January of the following calendar year, including the date of the annual membership meeting and the dates for elections of PPLL board members and officers. Prepare and maintain PPLL board agendas, supporting materials, and minutes and provide them to PPLL board members and the City's PPLL liaison at least 10 days before each PPLL board meeting. Ensure the PPLL board adopts and amends budgets, approves payments and expenses, approves contracts, approves calendars and schedules, and takes other board approval actions on a timely basis and with an appropriate agenda and supporting materials before the payments or other activities being approved occur and before any contracts are signed. Provide copies to PPLL board members and officers of any PPLL documents upon request.

3. Timely file (a) annual documents required by the state of Michigan including those filed with the Department of Licensing and Regulatory Affairs, (b) IRS form 990, and (c) documents to maintain its (i) status as a nonprofit corporation in good standing, (ii) status as an approved §501(c)(3) tax exempt organization, and (iii) license to conduct charitable fundraising activities and any other required licenses, permits or other approvals.

4. Maintain files related to amounts paid by or on behalf of all PPLL program and activity participants in a manner reasonably needed to comply with Little League, state and federal requirements and to reasonably protect PPLL board members, officers, staff, coaches, officials and other volunteers from claims of conflicts of interest, self-dealing, discrimination.

5. Maintain records of PPLL compliance with inspection and other requirements for use of the Licensed Facilities for concessions and other operations.

6. In cooperation with City's Parks and Recreation Department office, take registrations and maintain registration files for participants in PPLL programs and activities. PPLL will also take registrations and maintain registration files for coaches, and officials in PPLL programs and activities, including accounting for any payments and for scholarships or other assistance/discounts provided, copies of signed forms and waivers/releases, and documentation of compliance with concussion protocol and other state requirements.

7. Comply with all PPLL board approved policies, schedules, and contracts.

8. Conduct all PPLL programs and activities in compliance with (i) applicable laws, rules, and regulations, (ii) applicable contractual obligations, (iii) requirements of any licenses, permits, registrations, certifications or other approvals of entities and organizations of competent jurisdiction, and (iv) with generally accepted practices for well operated youth recreational or athletic programs. This includes, without limitation, ensuring that no PPLL coaches, officials, players, parents or others participate in any PPLL activities or programs unless and until they have signed the necessary forms, paid any required amounts, and engaged any required training.

9. Maintain its status with Little League International.

10. Primarily serve the youth of the City.

11. Keep City reasonably informed of PPLL activities, changes, etc. by (i) providing City's PPLL liaison with the names, street addresses, e-mail addresses, telephone numbers and, if different, cell phone numbers for all PPLL board members and officers, and keeping that information updated not less frequently than monthly, (ii) providing City and interested parties with all changes to and updated copies of PPLL's articles of incorporation, bylaws, rules, and other governing documents within 48 hours of their approval by sending a copy to City's PPLL liaison and posting on PPLL's website either a copy or stating how players, families and other interested persons can get copies, and (iii) providing to City's PPLL liaison by January 1 of each year an annual written report that includes an annual financial report, information on PPLL programs over the preceding year, information on participation in PPLL programs, and PPLL planned programs in the ensuing year.

12. In all of its communications and activities PPLL will treat all individuals courteously, respectfully, with dignity, fairly, impartially, and equally, and will not discriminate against any participant, potential participant, participant's family, spectator, applicant, registrant, coach, official, City staff member, or any other individuals, entities or groups 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 individual's ability to participate or perform any required task or function.

B. The City Manager will designate a person to serve as an ex-officio member of PPLL's board and to act as **City's PPLL liaison**. The designated person will be afforded all the rights and privileges of a PPLL board member except City's PPLL liaison shall have no right to vote on any matter.

C. The City Manager and PPLL president shall meet before September 1 of each year to discuss compliance with this Agreement, PPLL activities, each party's concerns, each party's requests of the other party, and any other matters or issues they believe helpful to address to maintain and enhance the parties' ongoing relationship.

7. License Term and Early Termination.

A. The **License Term** shall end on May 14, 2031, unless terminated earlier as provided in this Agreement.

B. City will have cause to terminate this Agreement immediately if PPLL (i) repeatedly fails to comply with any provision, (ii) at any time fails to comply with any provision and that noncompliance results in liability for any party, results in a significant cost to any party to cure or otherwise address that noncompliance, or results in a failure to meet a deadline or other requirement imposed under state or

federal law, such as, for further example, timely filing of a form with the IRS, or (iii) fails to comply with multiple provisions.

C. City may terminate this Agreement at any time without cause upon 90 days' written notice to PPLL.

D. Any early termination of this Agreement by City will require a resolution of the City Council. City shall provide the other parties at least 10 days' written notice of the City Council meeting at which any such resolution will be considered, and all parties will have an opportunity to submit written information and to address the City Council before the Council considers any such resolution.

E. PPLL may terminate this Agreement upon 30 days' written notice to City following approval of such action by PPLL's board and by vacating the Licensed Facilities while leaving in place any improvements made to the Licensed Facilities.

8. Effects of Early Termination.

A. If City terminates this Agreement under section 7 above, PPLL's and City's use of one another's facilities granted by this Agreement will also terminate.

B. When this Agreement expires or is terminated early as provided in section 7 above, all improvements to the Licensed Facilities will be City property without any payment due to PPLL and all equipment located on the Licensed Premises or acquired by PPLL from the proceeds of payments made by or on behalf of players, from the sales of concessions, or from fundraising activities during the term of this Agreement or preceding agreements between City and PPLL for use of the Licensed Facilities will also be City property.

C. If PPLL ceases to operate in City or ceases to provide programming and activities reasonably available to youth residing in City, all PPLL assets will be transferred to City or to a nonprofit organization as approved in writing by City for the purpose of providing Little League or other baseball and softball opportunities to the youth residing in City.

9. Independence.

A. City is not affiliated with PPLL, is not a PPLL sponsor, and does not oversee or control PPLL activities or programs. City's relationship with PPLL is solely as provided in this Agreement.

B. PPLL is solely responsible for all of the youth Little League baseball, softball, fundraising and related activities using or occurring at or in relationship to the Licensed Facilities. So, for example and not in any way limiting the generality of the preceding sentence of this subsection B or the provisions of subsection A, City does not oversee or control coaching, officiating, or other interactions between or among any adults and participants or their families in any Little League activities, including games, practices, traveling, fundraising or other related activities. All coaching, officiating, or other interactions between or among any adults and participants or their families in any Little League activities, including games, practices, traveling, fundraising or other related activities is solely within the purview, control, and oversight of PPLL.

10. Risk Allocation.

A. PPLL will hold the City and City's officers, employees and agents harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against any claims, demands, lawsuits, grievances, administrative proceedings, state or federal investigations, criminal investigations, judgments, awards, orders of courts or agencies of competent jurisdiction, or any other losses or potential losses arising from (i) personal injuries (including, without limitation, deaths) or property damage suffered by any player, coach, official, family member, fan, observer, patron or any other individual due to PPLL's activities or programs or PPLL's use of the Licensed Facilities, (ii) theft, embezzlement, assault, battery, or other criminal act or intentional tort committed by any PPLL player, coach, official, volunteer, family member, fan, observer or patron, or (iii) PPLL's failure to comply with any term or condition of this Agreement. However, this obligation of PPLL will not extend to any injury or personal injury resulting solely from the negligence or wrongdoing of City or City's officers, employees and agents.

B. PPLL shall acquire, maintain and provide City copies of insurance policies, endorsements and certificates meeting the following requirements.

1. Workers disability compensation coverage for any PPLL employees in amounts meeting state of Michigan requirements.
2. General commercial liability insurance in coverage amounts of not less than \$2,000,000 per occurrence including endorsements and extensions for contractual liability, products and completed operations, and broad form general liability extensions. It shall be occurrence based and shall name City and City's officers, employees, volunteers, and agents as additional insureds.
3. Errors and omissions and fiduciary liability coverage covering PPLL and City and their respective boards, board members, officers, employees, volunteers, and agents.
4. Policies in commercially reasonable amount covering injuries (including death) suffered by players, coaches, officials, volunteers or others engaged in PPLL programs and activities on or based at the Licensed Facilities.
5. All policies will be primary and any policies carried by City will be secondary and/or excess.
6. All policies will include endorsements providing that they may not be terminated or materially modified except with at least 30 days' prior written notice to City.

11. Remedies.

A. Remedies in this Agreement shall be cumulative. A party may use a remedy specifically provided in this Agreement or any other remedy available at law or in equity. The exercise of one remedy will not preclude the exercise of one or more other remedies either simultaneously or sequentially.

B. Before filing a lawsuit or taking action to exercise a right to terminate this Agreement, a party considering such a remedy shall first notify in writing the other party referring to the provision involved, stating the actions or omissions that did not comply with the provision, and proposing the action(s) to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing stating in detail any reasons why it disagrees that it has failed to comply with this Agreement or stating what actions it has or is taking to address the noncompliance and prevent recurrence. The parties shall then meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 11.B if it has previously done so with respect to any noncompliance with the same section of this Agreement.

D. City and PPLL will establish a 3-member dispute resolution panel to which a PPLL participant may apply for a review of a complaint to ensure PPLL by-laws and rules have been fairly and consistently followed. The panel shall be comprised of a member of the PPLL board, a delegate from City, and a member of the Board of a neighboring chartered Little League organization. If Little League International does not consent to or approve for this dispute resolution panel, PPLL shall clearly post Little League International's review process at Pinery Park. PPLL shall further inform an aggrieved party of the right to appeal and shall make the appellate information available to said party upon making their determination. PPLL may also participate in reviews of decisions by other area Little League International chartered organizations.

E. Jurisdiction and venue for any action brought to pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Kent County, Michigan. The prevailing party in any such action shall, in addition to any other remedy, be entitled to recover costs, including for example and not for limitation, attorneys' fees, filing fees, expert expenses, discovery costs, and other costs incurred to investigate, bring, respond to, or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings.

12. Notices. Notices shall be delivered to the parties at the addresses first written above or such other addresses as either party may be written notice direct to other party. Notices shall be personally delivered, delivered by a carrier such as FedEx or UPS, delivered by certified US Mail with return receipt and shall be made when actually occurring. The parties may designate e-mail addresses for deliveries of documents and notices. E-mail notification shall be deemed made when acknowledged by the recipient.

13. Other Parties.

A. This Agreement is intended for the benefit of its parties. There are no other parties intended to be beneficiaries and no other parties shall have any right to enforce any provision of this Agreement.

B. Neither party may assign or otherwise transfer to any other individual or entity any right, privilege, duty or obligation under this Agreement without the other party's prior written consent.

14. General Provisions.

A. Whenever an individual, officer, employee or other agent of a party is designated in this Agreement by name or title, it includes that individual's designee(s) and successor(s) and any other officer, employee or other agent to whom such duties have been delegated.

B. This is the entire Agreement between and among the parties with respect to its subject. It supersedes and replaces all prior agreements.

C. This Agreement was made in Kent County, Michigan pursuant to the laws of Michigan which shall be applied in its interpretation and enforcement.

D. The captions in this Agreement are only for reference and shall not affect its interpretation. However, the recitals are an integral part of this Agreement.

E. Neither party may delegate or assign any rights, duties or obligations under this contract without the prior written consent of the other party.

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

CITY OF WYOMING

PINERY PARK LITTLE LEAGUE

By: _____
Jack A. Poll, Mayor

By: _____
Marv Van Oosten, President

By: _____
Kelli A. VandenBerg, Clerk

By: _____
Allison Mack, Secretary

Date signed: November __, 2021

Date signed: November __, 2021

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM CDW-G FOR
FIREWALL SOFTWARE AND MAINTENANCE LICENSES

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from CDW-G for firewall software and maintenance licenses in the estimated amount of \$26,243.48.
2. Funds for the services are budgeted in account numbers 101-258-25800-806.000, 590-590-54300-806.000 and 591-591-55300-806.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from CDW-G for firewall software and maintenance licenses.
2. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals 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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: October 25, 2021
Subject: City of Wyoming / Firewall Annual Renewals
From: Pat Firestone, Director of Information Technology
Meeting Date: November 15, 2021

RECOMMENDATION:

It is recommended that Council authorize the purchase of a renewal for a software and maintenance agreement for City firewalls from CDW-G in the amount of \$26,243.48.

COMMUNITY, SAFETY, STEWARDSHIP:

The network servicing all City facilities and their interconnections are protected by firewalls, which serve as security gateways. The City of Wyoming Information Technology department relies heavily on firewall technology to keep data networks secure and safe, protecting citizens and employees.

DISCUSSION:

On March 19, 2018, Council authorized the purchase of five new firewalls for the City. Annual renewals for the software and maintenance of the firewall hardware are required to keep the software and hardware current and protect against failures. Quotes were received from CDW-G, under the Michigan Master Computing-MiDEAL contract (071B6600110) at a total cost of \$26,243.48.

BUDGET IMPACT:

Adequate funding is available in General, Water Utility, and Sewer Utility funds for budget year 2021: General Fund/IT: 101-258-25800-806.000; Utilities/CWP: 590-590-54300-806.000; Utilities/WTP: 591-591-55300-806.000

QUOTE CONFIRMATION



DEAR LISA SONDAY,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MJXG670	9/22/2021	MJXG670	0443676	\$26,243.48

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
WatchGuard Basic Security Suite - subscription license renewal / upgrade li Mfg. Part#: WGM57331 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	3	4810069	\$3,231.40	\$9,694.20
WatchGuard Total Security Suite - subscription license renewal / upgrade li Mfg. Part#: WGM57351 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	2	4810071	\$7,426.53	\$14,853.06
WatchGuard Basic Security Suite - subscription license renewal / upgrade li Mfg. Part#: WG020070 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	2	3707621	\$848.11	\$1,696.22

PURCHASER BILLING INFO	SUBTOTAL	\$26,243.48
Billing Address: CITY OF WYOMING ACCTS PAYABLE PO BOX 905 WYOMING, MI 49509-0905 Phone: 165307229 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$26,243.48
	DELIVER TO Shipping Address: CITY OF WYOMING LISA SONDAY 1155 28TH ST SW WYOMING, MI 49509-2895 Shipping Method: ELECTRONIC DISTRIBUTION	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Kristen Meyer (866) 809-9889 krisimey@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF
TRANSPORTATION FOR THE RESURFACING OF
28TH STREET (M-11) FROM THE WEST CITY LIMIT TO US-131 FREEWAY

WHEREAS:

1. The Michigan Department of Transportation (MDOT), in cooperation with the City of Wyoming, proposes to resurface 28th Street (Highway M-11) from the west City limit to US-131 freeway.
2. Proposed improvements include milling the existing asphalt surface and replacing with new hot mix asphalt and performing joint repairs as needed.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$114,200, which can be financed out of the Major Streets Fund Account No. 202-441-46300-972.510.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the milling and resurfacing on 28th Street (M-11) from the west City limit to US-131 freeway.

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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

Attachment: Agreement

Resolution No. _____

STAFF REPORT

Date: October 20, 2021

Subject: 28th Street (M-11) Resurfacing – City/State Agreement

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

Date of Meeting: November 15, 2021

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the resurfacing of 28th Street from the west City limit to US-131 freeway. The City of Wyoming's share of the project is \$114,200.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming supports participation of the MDOT project to resurface 28th Street from the west City limit to the US-131 freeway. The project includes milling the asphalt surface, repairing damaged joints, and repaving with new asphalt surface. The project will add to the economic strength of our community.

DISCUSSION:

Attached is a City–State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the resurfacing of 28th Street from the west City limit to US-131 freeway. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$3.3 million-dollar project is \$114,200.

BUDGET IMPACT:

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

FEDERAL AID PROGRESS PAYMENT

DA
Control Section NH 41062; GF19 41062;
M 41062
Job Number 200585CON;
200585PE;
200585ROW
Federal Project 21A0991
Contract 21-5376

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Two course hot mix asphalt overlay and hot mix asphalt cold milling work along Highway M-11 from the west CITY limits easterly to Highway US-131, including joint repair work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$3,301,800

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

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

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical

construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT - 87.5%
CITY - 12.5%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FED AID	DEPT'S SHARE	CITY'S SHARE
Constr. & CE	\$2,917,700	\$2,388,100	\$529,600	\$463,400	\$66,200
PE	\$ 380,600	\$ 0	\$380,600	\$333,000	\$47,600
ROW	\$ 3,500	\$ 0	\$ 3,500	\$ 3,100	\$ 400
TOTAL	\$3,301,800	\$2,388,100	\$913,700	\$799,500	\$114,200

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

9. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

10. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

11. All of the PROJECT work shall be done by the DEPARTMENT.

12. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

13. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

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

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



Approved as to form



Scott G. Smith, City Attorney

Date: 11/10/2021

RESOLUTION NO. _____

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

WHEREAS:

1. On March 16, 2020, the City Council awarded the bid for Concrete Replacement to A-1 Asphalt, as referenced with Resolution Number 26618.
2. A-1 Asphalt has agreed to extend their bid pricing for the 2022 calendar year. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.
3. Sufficient funds are available in the street, sidewalk, sewer and water maintenance accounts: 202-441-46300-930.000, 203-441-46300-930.000, 211-441-44210-930.000, 590-441-54200-930.000, 591-441-56200-930.000, 591-441-56700-930.000 and 591-441-57400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council extends the concrete replacement bid to A-1 Asphalt for the 2022 calendar year.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. _____

STAFF REPORT

Date: November 8, 2021
Subject: Bid Extension – Concrete Replacement
From: Jodie Theis, Public Services Supervisor
Meeting Date: November 15, 2021

RECOMMENDATION:

It is recommended the City Council extend the Concrete Replacement bid to A-1 Asphalt for the 2022 calendar year at the unit prices as indicated on the attached bid tabulation.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

On March 16, 2020 the City Council awarded the bid for Concrete Replacement to A-1 Asphalt, as referenced with Resolution Number 26618. The bid was extended for 2021 and A-1 Asphalt has agreed to extend their bid pricing for the 2022 calendar year. The unit pricing shall remain unchanged from the previous bid pricing as shown in the attached bid tabulations.

It is anticipated that the City will spend approximately \$300,000 on concrete replacement for the 2022 calendar year.

BUDGET IMPACT:

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

ATTACHMENTS:

Contract Extension Letter, A-1 Asphalt, October 14, 2021
Bid Tabulations, March 3, 2020

A-1 Asphalt Sealing & Repair, Inc.

4634 Division Ave.

Wayland, MI. 49348

PH 616-877-4400 FAX 616-877-4630 (MI only) 800-871-4401 WWW.AIASPHALTINC.COM

COMMERCIAL*INDUSTRIAL*RESIDENTIAL*MUNICIPAL

10/14/21

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

Attn: Joe Wahlfield, Public Service Supervisor
Re: Extending of 2021 Concrete replacement into 2022

Joe,

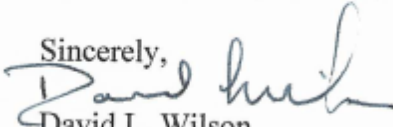
A1 Asphalt Inc. requests that the City of Wyoming extend the contract for concrete replacement into the 2022 season.

A1 will honor the unit prices that were in place for 2021 as follows:

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

A1 Asphalt will honor these prices for areas 3 & 4 and any other in the city of Wyoming as well as Godwin Schools for the 2022 season.

If you have any questions please feel free to call.

Sincerely,

David L. Wilson
Senior Estimator

CITY OF WYOMING, MICHIGAN
TABULATION OF BIDS

ON BID #1819, CONCRETE REPLACEMENT

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

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

No Bids Received From: Cole Concrete, Kent Home Services

RESOLUTION NO. _____

RESOLUTION TO APPROVE A CHANGE ORDER
FOR THE PURCHASE OF SODIUM HYDROXIDE

WHEREAS:

1. On June 7, 2021, City Council adopted Resolution number 27038 authorizing the purchase of sodium hydroxide from Alexander Chemical Corporation at a cost of \$0.142 per pound.
2. As detailed in the attached staff report, Alexander Chemical is requesting a temporary price increase to the current contract at a cost of \$0.244 per pound.
3. It is estimated the City will spend an additional \$10,000 for the purchase of the sodium hydroxide.
4. Funds for the purchase are budgeted in account number 590-590-54800-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve a change order for the purchase of sodium hydroxide.
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:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Email
Market Information

Resolution No. _____

STAFF REPORT

Date: November 2, 2021
Subject: Temporary Price Increase for Sodium Hydroxide (Caustic)
From: Jon Burke, Clean Water Plant Superintendent
Meeting Date: November 15, 2021

RECOMMENDATION:

It is recommended the City Council accept the temporary price increase to the current bid price from Alexander Chemical Corporation at a cost of \$0.244/lb.

COMMUNITY, SAFETY, STEWARDSHIP:

Sodium Hydroxide is used at the Clean Water Plant to control odors associated with the biological process. This application ensures the Clean Water Plant remains a good neighbor and in compliance with EGLE Air Quality rules and regulations.

DISCUSSION:

The approved price for the current bid was \$0.142/lb. The new cost will be \$0.244/lb.

Alexander Chemical is requesting a temporary price increase to the current contract for several reasons. In early 2020, the COVID-19 pandemic caused manufacturers to reduce the production of caustic soda, which is a co-byproduct of chlorine production. Later in the year, six hurricanes in the Gulf of Mexico caused several production facilities to shut down. The problems have continued into 2021 when the Gulf experienced a late winter freeze, and another manufacturer shut down three more production facilities. Because the production of chlorine, sodium hypochlorite, and sodium hydroxide are closely related, it isn't a surprise to see this price increase following the increases that we have seen on chlorine and sodium hypochlorite earlier in 2021.

The unexpected cost increase for the Clean Water Plant could be \$10,000 depending on chemical usage the rest of the year.

BUDGET IMPACT:

Adequate funds were budgeted in account 590-590-54800-740.000 (GVRBA Pump House) but if the increase lasts long enough, a budget amendment may be needed at some point during the fiscal year.

On Oct 29, 2021, at 12:00 PM, Dunlap, John <John.Dunlap@alexchem.com> wrote:

Jon, I want to keep you in the loop regarding your caustic order. As you may know we were awarded the caustic business at Wyoming however the bid was submitted in May of 2021 and as you may know pricing for just about everything has escalated and that includes caustic soda (sodium hydroxide) which seems to be following chlorine costs. Our bid back in May of this year was \$.142/lb. delivered for 38,380 lb. (3,000 gallons) deliveries in today's economics along with all the price increases we have received that number is now \$0.244/lb. delivered for 38,380 lb. (3,000 gallons) deliveries. This is why I am looking for contact information regarding a Wyoming buyer, it is a tough conversation that I must have as we cannot afford to offer pricing based on the bid numbers in May. Please let me know, thanks.

Best Regards

John Dunlap

<image001.jpg>

Account Manager

Office: 219-402-0403

Mobile: 773-875-5140

Website: www.alexanderchemical.com

Ordering: orders@alexanderchemical.com

United States Chlorine HIS Market Report-August 2021

Market Overview

Demand for chlorine remained high in all the consuming markets in August. Market participants do not anticipate demand decreasing in the short term. The supply situation remains critical as Oxy Chemical Corp announced in August plans to permanently close its Niagara Falls, New York site. This is the fourth permanent closure announced of a chlor-alkali production line in the US in the last 18 months. Chlorine operations improved during August prior to the arrival of Hurricane Ida; however, a few minor operating issues were reported. Chlorine producers remain under order control and / or allocations. July effective operating rates were 89%, as reported by the Chlorine Institute.

On August 29, Hurricane Ida made landfall in Louisiana as of this writing IHS Markit has confirmed that 31% of the US chlorine capacity is off-line due to the storm. On August 13, the US Environmental Protection Agency (EPA) announced the receipt of Certifications of Need applications for chlorine and other water treatment chemicals pursuant to the Safe Drinking Water Act (SDWA) Section 1441 and the comment period concluded in August 27.

Since late June, the US EPA encouraged chlorine manufacturers and suppliers to prioritize drinking water and wastewater systems. The outage of a significant portion of US chlor-alkali capacity as a result of Hurricane Ida may exacerbate the already short supply of chlorine for critical applications such as drinking water and wastewater treatment.

We conclude from our assessment of reported price movement and current market conditions that upward chlorine merchant market price momentum continued in August as freely-negotiated contract prices moved up.

Price / Cost / Margin

Sell-side and the buy-side market participants queried during the month of August collectively reported contract price movements effective in August ranging from zero to plus \$100 per st. The chlorine market remains in a state of great flux. The August monthly price increases materialized after producers announced price increases in July, which ranged from \$85 to \$150 per st. Please note that the majority of chlorine buyers with freely-negotiated contracts have quarterly price protection and saw no change to their chlorine prices in August. Also, some contract customers have annual fixed pricing and therefore saw no change either. Only those accounts which have monthly price change terms (30-day notice) realized immediate impact and paid higher chlorine prices this month. Where prices did move in August, the reported monthly price changes were in a range of \$60 to \$100 per st, which varied by supplier.

Factoring in the widely varied price negotiations dynamics, IHS Markit concludes from assessment of broad industry discovery data on reported price movements that upward chlorine merchant market price momentum continued in August, but that the average movement at accounts currently at the top of the price range differed from the average movement at accounts currently at the bottom of the price range.

The freely negotiated contracts with quarterly price protection set the low end of our range this month, with no movement, and those accounts with monthly price change which are able to rise faster under the current market conditions set the higher end of the range. The preponderance of chlorine volume under quarterly price protection lowered the weighted average price change.

Accordingly, we conclude that the freely negotiated contract price increased by zero at the low end of the contract range and the average freely-negotiated contract price increased by \$44 per st at the high end of the contract range this month. Therefore, on average the Chlorine Contract price range increased to \$352 - \$548 per st in August.

Prices quoted for spot railcars further demonstrated the tight chlorine market that is elevating contract prices. This month we received once more reports of spot offers between \$700-900 per st on a delivered basis. However, it is noteworthy that very few spot railcars were available in the market at any price. We remind readers that our Chlorine Contract price range represents the chlorine price change month-on-month without delivery surcharges in Texas and Louisiana on an FOB USGC netback basis, and it is not indicative of any spot transactions, or transactions that are ratable but not under contract. The index applies to price movement of freely-negotiated merchant chlorine under contract in railcars, only.

Furthermore, the index is not representative of the single highest price change under contract or the single lowest price change under contract. Rather, the index range represents the average low-end and average high-end movement. For that reason, contract price movements can be found that are less than or more than the published average. While spot transactions are not included when determining the contract index movement, in tight market conditions spot prices are likely to be higher and more volatile than contract prices.

ECU margins based on weighted average chlorine (WAC) values rebounded this month thanks to a downward correction in ethylene prices and the modest increase in merchant chlorine prices; moreover, the ECU margins based on the WAC are now 80% higher than a year ago. According to our models, average August ECU cash costs were \$7 per st higher than in July, which equates to a 2.5% monthly increase due to the recent increase in natural gas prices. Our ECU cash cost calculations reflect a chlor-alkali technology blend of 47% membrane-cell and 53% diaphragm-cell, and a natural gas price of \$4.06 per MMBTU. Monthly average natural gas prices in the USGC had not crossed the \$4.0 per MMBTU mark since December of 2018.

Supply / Demand

During August the chlorine supply/demand balance remained in a similar condition as in July: snug to tight. Chlorine buyers reported again this month that chlorine producers remain under order control with product allocations between 60% and 100%, depending on the supplier. On the one hand, chlor-alkali operations that remain at McIntosh, Alabama after the production line closure earlier this year still had technical issues in early August, which were reported to be resolved by mid-month. On the other hand, chlorine buyers reported an increasing number of chlorine shipments from one producer in the USGC, yet the official allocation from this producer was unchanged from the previous month.



On August 29, Hurricane Ida made landfall near Port Fourchon, Louisiana as a dangerous category 4 storm. Although 40% of the chlorine capacity in the US is located in Louisiana (Convent, Geismar, Hahnville, Plaquemine, St. Gabriel and Lake Charles), only 31% was in the direct path of the storm. The Lake Charles site was spared this time as it is located to the West of the area directly impacted by the storm. As of this writing 31% of the US chlorine capacity is confirmed to be down. Shintech Inc, Oxy Chemical Corp, Westlake and Olin Corporation confirmed they preemptively shutdown their facilities in Louisiana ahead of the storm.

The outage of a significant portion of chlor-alkali capacity may exacerbate the already short supply of chlorine for critical applications such as drinking water and wastewater treatment. However, chlorine demand was also impacted by the hurricane. Isocyanates producers Huntsman and BASF shut down ahead of the storm in Geismar, as well as propylene oxide producer Dow in Plaquemine, Louisiana. Longer term, the overall chlorine supply situation in the US is not getting any better. In late August, Oxy Chemical Corp (OxyChem) announced it will permanently close its chlor-alkali plant located in Niagara Falls, New York. The OxyChem plant has a nameplate capacity of 187,000 short tons of chlorine per year and represents 1.1% of the total US capacity. In a statement the company said: "This decision was made due to unfavorable regional market conditions as well as unreasonable and continually escalating rail transportation costs." While there was no stated date for the site closure, market sources said that production was shut down by the end of August. Besides chlorine and caustic soda, the Niagara Falls site includes production capacity for hydrochloric acid and sodium hypochlorite.

The IHS Markit capacity database indicates that at full HCl and bleach manufacturing rates and at 100% plant operating rates, the OxyChem Niagara Falls plant would have approximately 100,000 short tons per year of chlorine available for sale to the merchant chlorine market. Analysis of the OxyChem chlor-alkali capacity curtailment suggests that it is possible that the company may be pursuing a chlorine portfolio that is more balanced between its captive uses and external sales.

The latest available industry data from the Chlorine Institute are for July 2021. The data show a cumulative production loss of 3.3% year-to-date versus the same January-July period of 2020; the monthly change reflects a recovery of 9.1% in chlorine production. See the adjacent table for more details. Despite the recovery in production, July liquid chlorine shipments by railcar in the US were 2.8% lower than in June, and year-on-year shipments were higher by a mere 0.4%. The year-to-date totals still show a decline of 2.7% in chlorine shipments versus the same seven-month period in 2020. Therefore, we conclude that the increase in production during July was allocated to chlorine demand via pipeline (either captive or merchant). The ratio of chlorine shipments to production was down from 14.5% in June to 12.9% in July.

Effective operating rates reported by the Chlorine Institute were 89% in July. According to our calculations, prior to production losses associated with Hurricane Ida, lost chlorine production in the US during August was about 5% due to unplanned outages. There are several upcoming turnarounds in the fall, which will keep the market finely balanced, at best. Regarding demand, chlorine and other chemical demand for the municipal water & wastewater treatment sector was reported to be at its peak this month. Shipments of bleach and chlorine for the water treatment industry and municipalities are still a top priority for chlor-alkali producers.



According to the US Federal Register, on June 30, 2021, the US Environmental Protection Agency (EPA) issued a letter to the chemical sector encouraging chemical manufacturers and suppliers to prioritize drinking water and wastewater systems. The EPA has been in frequent communication with representatives from the chemical sector, including specific chlorine producers and chlorine re-packagers. The EPA recognizes that the water treatment sector's use of this chemical is essential for protecting public health.

On August 13, 2021 the EPA announced in the Federal Register the receipt of Certifications of Need applications pursuant to the Safe Drinking Water Act (SDWA) Section 1441. Seven public water systems and three publicly owned treatment works submitted applications. Each applicant cited receipt of notices of force majeure or unavailability of treatment chemical through its normal procurement channels. The notices explained that significant chlorine and derivative treatment chemicals delivery curtailments from producers, and from producers to re-packagers that serve the public water treaters, would necessitate either a reduction in allocations of chlorine, sodium hypochlorite, or ferric chloride relative to the contractual agreements or other actions. The applications further stated that after receiving the notices, each of these utilities tried to identify alternate treatment chemical suppliers with no success. The applicants indicated that if their public water systems cannot obtain a sufficient and reliable supply of the required treatment chemicals, they would be compelled to issue boil water notices and Tier 1 public notifications, or shut down water treatment systems, until the required treatment chemical supply is restored. If public water systems are forced to shut down, the communities served by the system would lack a safe drinking water supply, with significant consequences to public health and the local economy.

Similarly, if publicly owned treatment works lack adequate chlorine or derivative chemical supplies, they would be unable to disinfect treated wastewater prior to discharge to surface waters, potentially leading to an increase in the concentration of pathogens in the surface water, which may be used by downstream drinking water utilities as a source of drinking water or by recreational users. The EPA provided a timeline for the submission of written comments from chemical producers and re-packagers that could supply the required chemicals to the applicants, and from any other interested parties. The comment period concluded on August 27, 2021. After the comment period, the EPA will issue or deny Certifications of Need. It is important to note that the outage of approximately one-third of US chlor-alkali capacity due to Hurricane Ida may exacerbate the already short supply of chlorine and the associated issues that drinking water and wastewater treatment facilities are facing with chlorine supply.

Chlorine demand for inorganics production was reported to continue strong in August, both into titanium dioxide and for brominated derivatives production. Prior to Hurricane Ida, chlorine demand into isocyanates production was high, but chlorine supply remained somewhat curtailed to this market segment. Two large isocyanate production facilities in southeastern Louisiana were shut down due to Hurricane Ida, significantly reducing chlorine demand for isocyanates production at the close of August. The most recent operating rates from isocyanates production were calculated at 87% in July, higher than in July of 2020, but lower than the 95% or higher levels observed during 2019.



Prior to the arrival of the hurricane, chlorine demand into PVC production was reported to be high in August and consistent with July. However, as the month closes chlorine demand for PVC production has dropped precipitously as 41% of PVC capacity is out of service due to the storm.



The message below is current and up to date. It brings forward all of the impacting data on Chlorine and Caustic.

Chlorine & Caustic Market Update

The past year and a half have been devastating for the Chlor-Alkali trade. In early 2020, Covid 19 laid claim to a lot of global, economic demand destruction in the consumption of goods. Thus, global general manufacturing dialed back their appetite for Caustic Soda. Buyers were just not there for the offtake of Caustic, limiting the production of Chlorine, which is co-produced alongside Caustic. From March 2020 - August 2020, operating rates for Chlor-Alkali plants were reduced from 89% to 60%. This action reduced the availability of Caustic producers had in inventory, while it also cut back the amount of merchant Chlorine that was available for sale. Chlorine demand did not, and has not dropped from pre pandemic levels, so with a 20-30% supply reduction in the amount of Chlorine now available, demand was well exceeding supply.

If things were not already bad enough, along came 6 named major Hurricanes into the Gulf during the late summer months of 2020 where 75% of the US Chlor-Alkali plants are located. One after another were closed with Hurricane related damage and we again had a reduction in overall Chlor-Alkali output, industry wide. These events lasted well into early November, and still, no growing demand for Caustic was seen so operating rates were still at or near 60-65%. One plant alone that went offline, the Axiall/Westlake Lake Charles LA site, is accountable by itself for ~15% of all Chlorine production in the US, so without it online, we were all hurting. Many Force Majeure letters or Order Control letters were sent out to customers by the Chlor-Alkali producers so they could manage what little inventory that they had, due to the Hurricanes.

There was hope that going into the new year (2021), things would improve regarding production, but two new issues took hold. The first being the late winter Gulf freeze (Uri) and the second being Olin's scuttling of three Chlor-Alkali plants. Uri shut down, once again, almost all the Gulf coast Chlor-Alkali plants for well over a week and it took in some cases, more than two weeks to get back online. Inventories were again impacted and once again, Force Majeure letters and Order Control letters were sent out as inventories were hit hard again. Concurrently, Olin determined that they were idling three of their Chlor-Alkali plants. One in Freeport TX was previously announced to go down permanently late in 2020 and two others, located in Plaquemine LA and MacIntosh AL were permanently idled in Q1 2021. Since then, OXY has also idled their Niagara Falls, NY Chlor-Alkali plant (circa 1896) in early Q3 and now the net cutback to overall Chlor-Alkali output in the US is negatively impacted by greater than 800 metric tons, or about 4% of overall capacity.



Hurricane IDA hit the Gulf very hard in late August and Chlor-Alkali plants from Plaquemine LA over to Lake Charles LA were hit yet again with shutdowns due to severe flooding, loss of power and a lack of outbound transportation services for any product that they did have on site, to go out by. With no new Chlor-Alkali output coming online from any new US production plants anytime soon, there remains a gap between demand and supply for both Chlorine and Caustic. The Caustic deficit will get

some relief late this year when Shin-Tech comes online with their new plant in Plaquemine LA (~250 metric tons/yr.), but it does nothing for Chlorine, as all the Chlorine they produce will go directly into the downstream vinyl's portfolio part of their business.

YTD, we have had an average Chlorine cost increase of ~\$400 ton (~300%) from our suppliers and ~\$250/DST (~60%) on Caustic. The increases are unavoidable on our end as product is on order control from our suppliers due to the limited output. Although our supply has been very limited at times, our supply partners have worked with us to date, to try and keep us with enough product, but it is a struggle and at a premium in cost, as you can see.

The underlying issue of a lack of Global economic growth, still hampers the recovery of the Chlor-Alkali units in North America and around the globe. Without any significant demand growth for Caustic, there can be no justification for new, US based Chlor-Alkali plants to be built. The remaining Chlor-Alkali plants that are operating only put out enough product to satisfy something less than the overall demand for either molecule. Price levels that have been attained recently for either product (Chlorine or Caustic) is likely to be the "new" base price, until supply exceeds demand.

As for the PPI, the most recent copy, July 2021, reflects a change from last June 2020 to July 2021 of 7.3%. for a grouping of "Chlorine, Sodium Hydroxide (Caustic) and other Alkalis. As we mentioned above, market pricing for Chlorine has been impacted by nothing short of 300% YTD for Chlorine and that is not inclusive of a just recently nominated increase for October 1st on Chlorine that ranges between \$100 - \$145 ton.

11/15/21

Human Resources/EVG

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM MED-1 OCCUPATIONAL HEALTH SERVICES (MED-1) TO PROVIDE OCCUPATIONAL & EMPLOYMENT HEALTH ASSESSMENT SERVICES AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, proposals for occupational & employment health assessment services were received.
2. It is recommended the City Council accept the low proposal received from MED-1 through for services provided through January 1, 2025.
3. It is estimated the City will spend \$40,000 for health assessment services this year.
4. Funds for the services are budgeted in various departmental accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from MED-1 to provide health assessment services for the City.
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 November 15, 2021:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: November 9, 2021

Subject: Health Assessment Services

From: Emily Vande Griend, Human Resources Specialist
Connor Zuidema, Office Specialist I

Meeting Date: November 15, 2021

RECOMMENDATION:

It is recommended the City Council award the proposal for health assessment services to MED-1 Occupational Health Services (MED-1).

COMMUNITY, SAFETY, STEWARDSHIP:

Health assessment services are used to assess and treat work-related injuries, administer pre-employment physicals and drug screens, and perform required reoccurring job-related physical examinations. MED-1 is certified and qualified to perform health assessment services and does so in accordance with all state and federal regulations. Each time health assessment services are used, the City demonstrates the mission of community, safety, and stewardship, ensuring that employees are capable and certified to perform their job duties safely.

DISCUSSION:

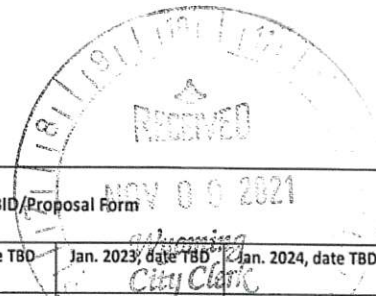
On November 9, 2021, the City received bids to provide health assessment services through January 1, 2025. Seventy-one invitations to submit proposals were sent to prospective bidders, and the City received two proposals back. MED-1 who currently handles our health assessment services was the low proposal received. The proposal also provides the City the option to extend the contract for two years with a mutual agreement between both parties.

MED-1 has provided secure and professional services to the City over the last five years. It is recommended the City award the proposal to MED-1 at the prices shown on the attached bid proposal form.

BUDGET IMPACT:

It is estimated that the annual expenditure for the upcoming year will total approximately \$40,000. Funds for health assessment services are budgeted in various departmental accounts, with the appropriate account being charged at the time of invoicing.

Attachments:
Proposal
Contract



City of Wyoming Occupational & Employment Health Assessment Services: MED-1 BID/Proposal Form

Type of Service	Service Description	Jan. 2022, date TBD	Jan. 2023, date TBD	Jan. 2024, date TBD
Injury/Illness	Treatment for work related injury or illness	Discounted 5% off State of Michigan Fee Schedule	Discounted 5% off State of Michigan Fee Schedule	Discounted 5% off State of Michigan Fee Schedule
	Referral to Specialists for testing and further treatment if necessary	No Charge	No Charge	No Charge
Physical Exams	Pre-Placement/Post-Offer Exam	\$45.00	\$47.25	\$49.14
	Fitness for Duty Exams	\$75.00	\$78.75	\$81.90
	National Fire Protection Association (NFPA) Physicals - PE Only	\$65.00	\$68.25	\$70.98
	DOT Examination New	\$65.00	\$68.25	\$70.98
	DOT Examination Recertification	\$65.00	\$68.25	\$70.98
	MCOLES Exam	\$65.00	\$68.25	\$70.98
	TB Test	\$27.50	\$28.88	\$30.03
	T-Spot or Quantiferon Gold	\$69.50	\$72.98	\$75.89
	Hepatitis B Series - Per Injection	\$95.00	\$99.75	\$103.74
	Comprehensive Back Exam	No Charge	No Charge	No Charge
	OSHA Respirator Medical Evaluation Questionnaire	\$19.50	\$20.48	\$21.29
	Respiratory Fit Test	\$55.00	\$57.75	\$60.06
	Respiratory Physical	\$45.00	\$47.25	\$49.14
	PFT	\$58.00	\$60.90	\$63.34
	Hand/Wrist Exam	No Charge	No Charge	No Charge
	Titmus Vision Test	\$3.65	\$3.83	\$3.99
	Lift Test	\$16.00	\$16.80	\$17.47
	Audio	\$18.00	\$18.90	\$19.66
	PSA	\$35.36	\$37.13	\$38.61
	CBC w Differentials	\$15.50	\$16.28	\$16.93
Chest x-ray 2 v (Includes Interpretation by Board Certified Radiologist)	\$59.00	\$61.95	\$64.43	
Profile III	\$38.50	\$40.43	\$42.04	
Return to Work (include a work status letter from treating physician)	\$45.00	\$47.25	\$49.14	
Medical Surveillance/Hazmat Exam	\$65.00	\$68.25	\$70.98	

Drug/Alcohol Tests (Scheduled, Random and Unannounced)	Drug Tests		\$0.00	\$0.00
	5 Panel Standard	\$27.00	\$28.35	\$29.48
	7 Panel Standard	\$27.00	\$28.35	\$29.48
	10 Panel Standard	\$27.00	\$28.35	\$29.48
	Rapid Drug Screen Confirmation of non negative screenings	Charged at cost, currently \$35	Charged at cost	Charged at cost
	Hair Test	\$75.00	\$78.75	\$81.90
	MCOLES	\$27.00	\$28.35	\$29.48
	DOT	\$65.00	\$68.25	\$70.98
	Non DOT (Collection)	\$22.50	\$23.63	\$24.57
	eScreen	Not Applicable	Not Applicable	Not Applicable
	Urine (DOT) Collection Only	\$22.50	\$23.63	\$24.57
	Hair Test Collection Only	\$25.00	\$26.25	\$27.30
	E.B.T (Evidential Breath Test) (Non-DOT)	\$18.00 (If confirmation required + \$18.00)	\$18.90 (If confirmation required + \$18.90)	\$18.90 (If confirmation required + \$18.90)
	E.B.T (Evidential Breath Test) (DOT)	\$35.00 (Confirmation included)	\$36.75 (Confirmation included)	\$36.75 (Confirmation included)
	MRO	\$22.50	\$23.63	\$24.57

Additional Services	Physical Therapy	State of Michigan Fee Schedule*	State of Michigan Fee Schedule*	State of Michigan Fee Schedule*
	Wellness	Pricing based on programing and volumes	Pricing based on programing and volumes	Pricing based on programing and volumes
	Consortium	Pricing based on content and volumes	Pricing based on content and volumes	Pricing based on content and volumes
	Venipuncture On Site Staffing for Fire Department	\$65.00/hour	\$65.00/hour	\$67.60/hour

	Service Description	Jan. 2022, date TBD	Jan. 2023, date TBD	Jan. 2024, date TBD
These services are currently included in City of Wyoming account with MED-1 but are not listed on the BID/PROPOSAL Service Description and are listed here for full transparency.	Drug Screen, 5 Panel Rapid	\$26.00	\$27.30	\$28.39
	Drug Screen, 7 Panel Rapid	\$26.00	\$27.30	\$28.39
	Drug Screen, 10 Panel Rapid	\$26.00	\$27.30	\$28.39
	CAOHC Audio	\$20.00	\$21.00	\$21.84
	EKG	\$45.00	\$47.25	\$49.14
	DOT Follow-up	\$32.00	\$33.60	\$34.94
	Return to Work Exam	\$45.00	\$47.25	\$49.14
	Urinalysis with Micro	\$17.50	\$18.37	\$19.10
	Visual Acuity Snellen	No Charge	No Charge	No Charge
	Ishihara Color Test - 14 Plates	\$11.00	\$11.55	\$12.00
	Hepatitis B Surface Ab Titer	\$36.50	\$38.32	\$40.23
	Influenza Injectable	\$39.50	Seasonal Cost	Seasonal Cost
	Td	\$90.00	\$94.50	\$98.28
	Tdap	\$92.00	\$96.60	\$100.46
	Lumbo-Sacral 3v	\$64.00	\$67.00	\$69.88

Blue Highlight Explanation:

Pricing in Years 2 & 3 for laboratory services and pharmaceuticals is extremely unpredictable. Historical pricing considerations are no longer valid given the recent challenges in production costs, supply availability, and transportation challenges. Our goal is to be cost effective and a good steward of the City of Wyoming resources. However, we are unable to project what the market may charge for these products at this time. Our projections are based on a good faith effort. These prices are subject to change should our direct cost be increased by greater than 5% Year 2 as compared to Year 1 and greater than 4% Year 3 compared to Year 2. Any required adjustment will be based on our direct cost of the laboratory tests or the cost of the pharmaceuticals without any additional expense to the City of Wyoming. The base line for comparison of cost will be the product cost on September 30, 2022 and any adjustment would be effective January 1, 2023. Subsequently direct cost will be reviewed quarterly with any changes effective at the start of the next quarter. Any adjustments will be communicated to the City of Wyoming. Likewise, if the cost of the service or product is decreased there will be a similar adjustment.

OCCUPATIONAL & EMPLOYMENT HEALTH ASSESSMENT SERVICES CONTRACT

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

Recitals

City requested bids/proposals for the **OCCUPATIONAL & EMPLOYMENT HEALTH ASSESSMENT SERVICES** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of Tuesday, November 9, 2021 and related required materials (the "Bid") that was selected by City.

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: MEO-1 Leonard, LLC
LEGAL NAME OF COMPANY

LLC STATE OF Michigan
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

1140 Monroe Ave NW Suite 150
FORM OF BUSINESS AND STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed

Grand Rapids MI 49503
STREET ADDRESS

Grand Rapids MI 49503
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

Terms and Conditions

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

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** 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

Contractor

By: _____
Jack A. Poll, Mayor

By: Mary Alice Ehrlich
Signature for Contractor

By: _____
Kelli A. Vandenberg, City Clerk

Mary Alice Ehrlich
Printed Name & Title of Person Signing Executive U.A.

Date signed: _____

Date signed: 11-08-2021

Approved as to form:

[Signature]
Scott G. Smith, City Attorney

Addendum

Patient reports (actual City of Wyoming patient reports), identification information redacted

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM THE ARCHITECTURAL GROUP
TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES FOR
CITY HALL AND 62A DISTRICT COURT IMPROVEMENTS
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, The Architectural Group has provided a proposal to provide professional architectural services for City Hall and 62A District Court improvements in the total estimated amount of \$20,800.00.
2. It is recommended the City Council accept the proposal.
3. Funds are available as shown on the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from The Architectural Group to provide professional architectural services for City Hall and 62A District Court improvements.
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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. _____

STAFF REPORT

Date: October 26, 2021

Subject: Professional Architectural Services for City Hall Updates and District Court Improvements

From: Troy Rinks, Facilities Foreman

Meeting Date: November 15, 2021

RECOMMENDATION:

It is recommended that City Council accept the attached proposals from and enter into a contract with The Architectural Group (T.A.G.), totaling a maximum of \$20,800, to investigate and provide schematic designs for District Court improvements and City Hall updates. Specifically, this work will focus on:

1. Adding additional attorney offices, a conference room, a workroom and lobby space in the existing basement of the District Court Building; and
2. Improvements to the existing Treasurer's office transaction window and site improvements to the existing drive-up lane and curb island at City Hall.

COMMUNITY, SAFETY, STEWARDSHIP:

Both of these proposals will investigate and provide designs to improve work areas, better utilize existing space, and provide a safer and more efficient experience for guests, citizens and staff to conduct City business. Funding for these improvements is proposed through American Rescue Plan (ARPA) monies already received by the City.

DISCUSSION:

Requests for proposals for investigative and schematic design work at City Hall and District Court were sent directly to three qualified architect firms that had substantial experience with municipal projects. Two of the firms indicated that they were too busy to respond, and one cost proposal was received from T.A.G. for a not to exceed cost of \$20,800.

The proposal from T.A.G included separate work and costs for each area. The District Court improvements, which include investigating and providing schematic designs for additional attorney offices and associated lobby/meeting spaces in the basement of the District Court building, will not exceed \$11,000. The City Hall updates, which include architectural and civil investigation and schematic design for Treasurer office transaction window/drive through updates, will not exceed \$9,800.

Facilities staff interviewed T.A.G. to ensure complete project understanding. T.A.G is a local firm who has been selected in the past by the City to perform project design and oversight for

various improvements at the City Clean Water and Drinking Water Plants. T.A.G. continues to be in good standing with City.

BUDGET IMPACT:

Sufficient funds are available in the 285-Federal Grants Fund.

ATTACHMENTS:

T.A.G. Contract

CITY OF
Wyoming
MICHIGAN

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

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

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

Professional means: The Architectural Group Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3100 Prairie SW
[Professional's street address]
Grandville, MI 49418
[Professional's city, state & zip]

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: October 19, 2021.

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

Proposal means Professional's proposal attached as Exhibit B: which includes (i) a letter dated September 28, 2021 for Proposed City Hall Updates including Treasurer's drive-up window, (ii) a letter dated October 19, 2021 Wyoming Justice Center and 62A District Court Improvements (revised).

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. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those specifically waived or modified in this paragraph, Professional 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. This is the only agreement between the parties regarding City's engagement of Professional 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 Professional.

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

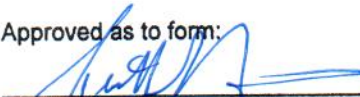
CITY OF WYOMING
By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

The Architectural Group
By: 
[Signature officer, director or principal of Professional]
Jay A. Miedema, Principal Architect
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: 11/3, 2021

Approved as to form:


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.** Professional 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.

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

5. **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. If required under a state of federal grant funding for the project, Professional and its consultants will register in the Federal Award System (SAM).

D. Neither Professional nor Professional'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 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 that HUD or 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.

7. **Ethical Standards.** Professional and Professional'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 Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional'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. Professional 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 Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

11. Intellectual Property. Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any copyright, patent, trademark or other intellectual property rights. Professional 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 use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

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

14. Risk Allocation. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring as a result of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, damages or liabilities, to the extent caused by the Professionals negligent performance of professional services under this agreement and that of its subconsultants or anyone for whom the Professional is legally liable.

15. Insurance. Professional 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 Professionals; (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.
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).
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.

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

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

17. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Professional'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.

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

EXHIBIT B

September 28, 2021

Mr. Troy Rinks
City of Wyoming
1155 28th St SW
PO Box 905
Wyoming, MI 49509

RE: Proposed City Hall Updates
1155 28th St SW
Wyoming, Michigan

Dear Troy,

Please accept this letter in follow up to our meeting on Wednesday, September 22, with you and Aaron Vis. Thank you for your consideration of The Architectural Group Inc. as you explore some minor renovations to the Treasurer's drive-up payment transaction window.

Project Description

Based on our discussions, the City would like to explore improvements to the existing Treasurer's office transaction window and possibly some site improvements to the existing drive-up lane and curb island. The improvements would include better visibility, lighting, updated audio and possibly a shelter at the drive-through area. We also understand the need to be able to allow video recording of the ballot drop box.

We anticipate a phased approach to determine the needs, possible solutions and rough cost estimates. The following is an outline of the Architectural and Engineering services that we envision for Phase I.

Phase I – Investigation/Schematic Design

- Review existing construction drawings as provided by the City.
- Conduct an Architectural audit of the area being renovated, including the Treasurer's window and the existing site adjacent to the drive-up window.
- Create schematic floor and site plans showing possible solutions.
- Meet with you and the appropriate City staff to review options or best solution.
- Update the schematic sketches based on input, including floor plan and an exterior rendering.
- We anticipate using LRE Civil Engineering to assist in the site layout.
- Develop preliminary construction cost estimate based on the approved schematic design.

Phase I – Fee Schedule

Troy, based on the preceding Phase I scope, we propose to provide the Investigation/Schematic Design on an hourly basis with the following fee range:

Architectural Investigation/Schematic Design	\$5,500 - \$7,500
Civil Engineering Investigation/Schematic Design	\$1,500 - \$2,000

Any reimbursable expenses would be limited to printing, plotting and postage costs. We propose an allowance of \$300.


The preceding fees are based on the scope of services and the program requirements that we understand to be included within Phase I as described. If, at the end of the Investigation/Schematic Design phase, the City requests additional design alternatives or other areas to be included, we will identify that work as additional services. We typically will only proceed with additional work on an hourly basis with an agreed upon cap.

The preceding fee is for Investigation/Schematic Design only. We anticipate, if authorized to proceed into construction documents, that we will include our civil, structural, mechanical, electrical and plumbing consultants to allow for a complete bidding package.

Please call me if you have any questions.

Sincerely,

The Architectural Group Inc.



Daniel J. Bode
Chief Operating Officer



Jay Miedema
Principal Architect

Troy Rinks, Facilities Maintenance Foreman

Date

cc. Aaron Vis, Assistant Director of Public Works and Maintenance

October 19, 2021

Mr. Troy Rinks
City of Wyoming
1155 28th St SW
PO Box 905
Wyoming, MI 49509

RE: Proposed Wyoming Justice Center
And 62A District Court Improvements (**Revised**)
2650 De Hoop Ave.
Wyoming, Michigan

Dear Troy,

Please accept this letter in follow up to our meeting on Wednesday, September 22, with you and Aaron Vis. Thank you for your consideration of The Architectural Group Inc. as you consider renovations to the Justice Center.

Project Description

Based on our discussions, the City would like to explore a couple of projects at the Wyoming Justice Center which includes the 62A District Court. The first project is adding additional offices (minimum of two), a conference room, a workroom and lobby space in the existing basement of the Justice Building. This renovation will include shifting some of the existing files and provide a lockable file separation.

We anticipate a phased approach to determine the needs, possible solutions and rough cost estimates. The following is an outline of the Architectural services that we envision for these separate projects for Phase I.

Phase I – City Attorney Offices Investigation/Schematic Design

- Review concept sketches provided by the City's design consultant.
- Review existing construction drawings as provided by the City.
- Conduct an Architectural audit of the area being renovated to determine infrastructure, doors, walls and other existing improvements.
- Meet with the appropriate City staff and tour the existing office to determine space requirements and expected finish level desired.
- Develop schematic floor plans showing initial layouts and possible configurations.
- Meet with you and the appropriate City staff to review the layouts.

- Update the schematic sketches based on input.
- Develop reflected ceiling plan and rough finish schedule.
- Develop preliminary construction cost estimates based on the approved schematic design.

Phase I – Fee Schedule

Troy, based on the preceding Phase I scope, we propose separate fees for the two projects being considered. We anticipate billing the Investigation/Schematic Design on an hourly basis with the following fee range:

City Attorney Offices	
Architectural Investigation/Schematic Design	\$7,000 - \$ 9,500

Any reimbursable expenses would be limited to printing, plotting and postage costs. We propose an allowance of \$1,500.

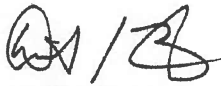
The preceding fees are based on the scope of services and the program requirements that we understand to be included within Phase I as described. If, at the end of the Investigation/Schematic Design phase, the City requests additional design alternatives or other areas to be included, we will identify that work as additional services. We typically will only proceed with additional work on an hourly basis with an agreed upon cap.

The preceding fee is for Investigation/Schematic Design only. We anticipate, if authorized to proceed into construction documents, that we will include our structural, mechanical, electrical, plumbing and interior design consultants to allow for a complete bidding package.

Please call me if you have any questions.

Sincerely,

The Architectural Group Inc.



Daniel J. Bode
Chief Operating Officer



Jay Miedema
Principal Architect

Troy Rinks, Facilities Maintenance Foreman

Date

cc. Aaron Vis, Assistant Director of Public Works and Maintenance

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM CUSTER OFFICE ENVIRONMENTS, INC.
FOR THE PURCHASE AND INSTALLATION OF A KIOSK/WELCOME STATION
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT

WHEREAS:

1. As detailed in the staff report, it is recommended the City Council accept a proposal from Custer Office Environments, Inc. for the purchase and installation of a kiosk/welcome station at City Hall in the total amount not to exceed \$20,000.00.
2. Funds are available as detailed on the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Custer Office Environments, Inc. for the purchase and installation of a kiosk/welcome station.
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.
3. The City Council does hereby authorize the Mayor and City Clerk to execute a 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 November 15, 2021.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Drawings

Resolution No. _____

STAFF REPORT

Date: November 9, 2021
Subject: City Hall Security Improvements – Security Kiosk Station
From: Troy Rinks, Facilities Foreman
Meeting Date: November 15, 2021

RECOMMENDATION:

It is recommended that the City Council approve the purchase and installation of a security/welcome kiosk station, and its associated hardware, for the rotunda at City Hall from Custer Office Environments, Inc. for in the amount not to exceed \$20,000.

COMMUNITY, SAFETY, STEWARDSHIP:

This security kiosk station will be used as the primary greeting area for visitors to City Hall. It integrates with the security system improvements (approved by Council on 11/01/2021) to allow better monitoring and threat reduction. Funding for these improvements is proposed through American Rescue Plan (ARPA) monies already received by the City.

DISCUSSION:

The addition of the security kiosk station will improve safety while communicating information more efficiently to citizens and guests that visit City Hall. Staff at the kiosk station will be able to control exterior doors, visually monitor the various interior doors/spaces, and have the ability to lock down City Hall using a panic button. This security kiosk is a fixed station and will be supplied with power and datapoint connections. It will seat one employee and include a computer, multiple monitors, printer, and phone. It will also match the existing color and style pattern of the front entry area.

With the ongoing global supply chain issues along with scarce products in existing inventories, Custer Office Environments is working on the final billing price for certain material (i.e., solid counter surfaces, panels etc.). Preliminary costs from Custer for this kiosk are estimated to be less than \$20,000. Due to long lead times and the afore-mentioned supply chain issues, it is recommended that Council authorize the purchase and installation of this kiosk for a not to exceed price of \$20,000 so that the order and installation of this station can be completed in a timely manner.

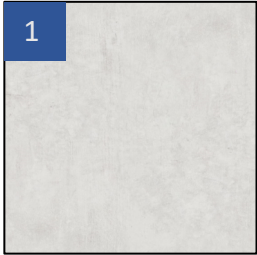
BUDGET IMPACT:

Sufficient funds are available in the 285-Federal Grants Fund.

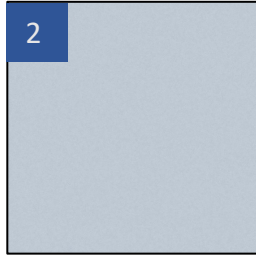
ATTACHMENTS:

Security Kiosk Conceptual Drawing and Finish Options

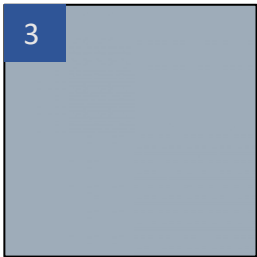
FINISH OPTION A



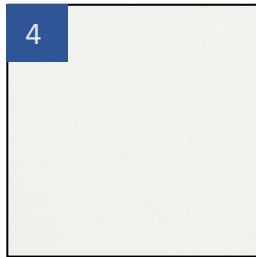
Cement Laminate 2UH4



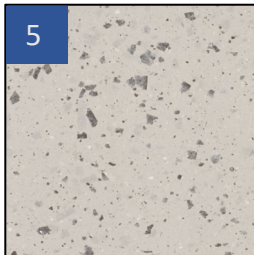
Blue Steel Paint 4B27



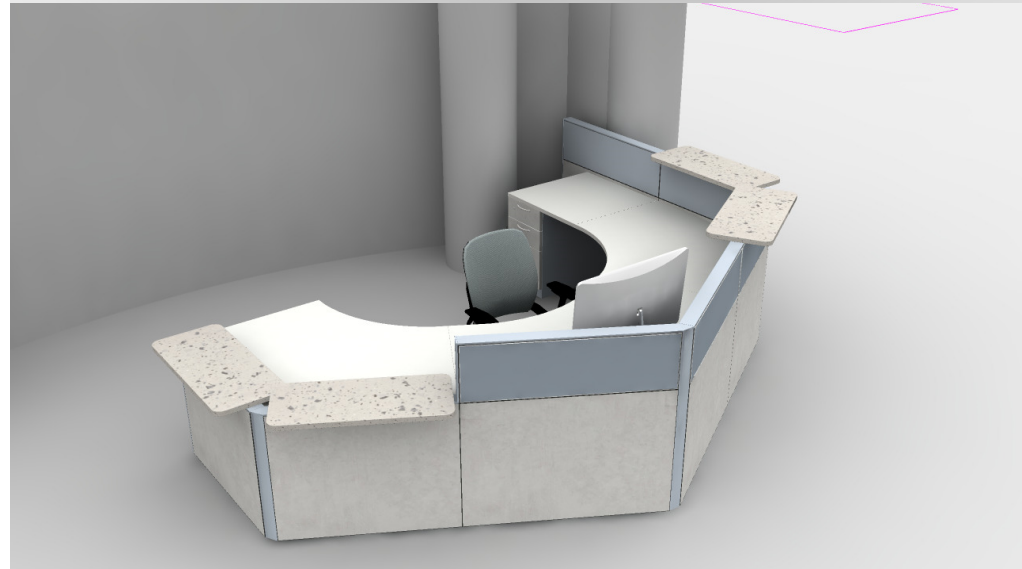
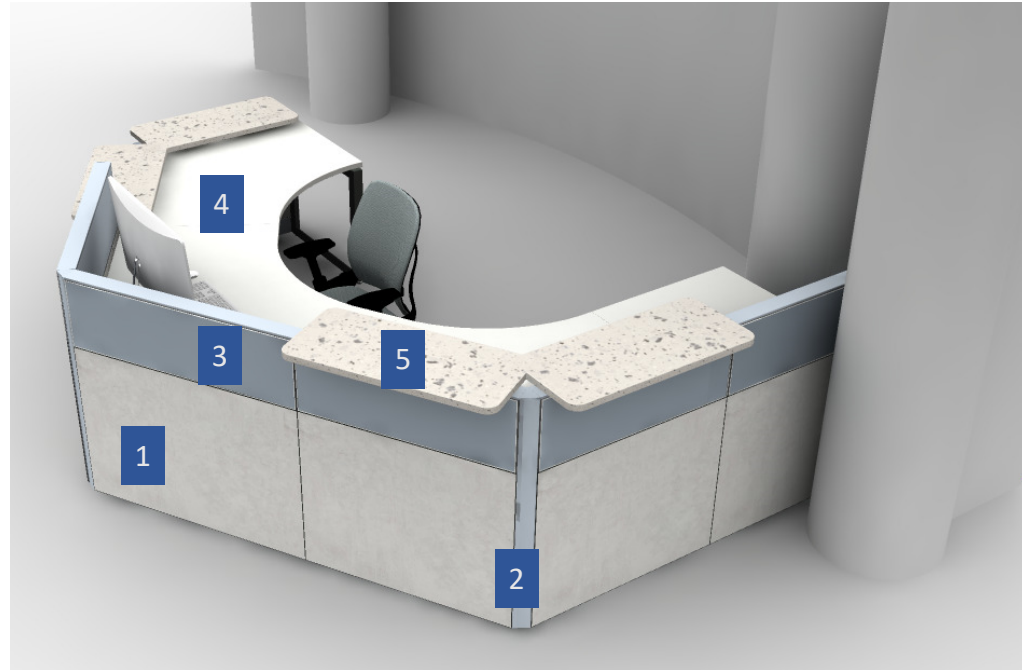
Cloud Back painted
Glass 6BB1



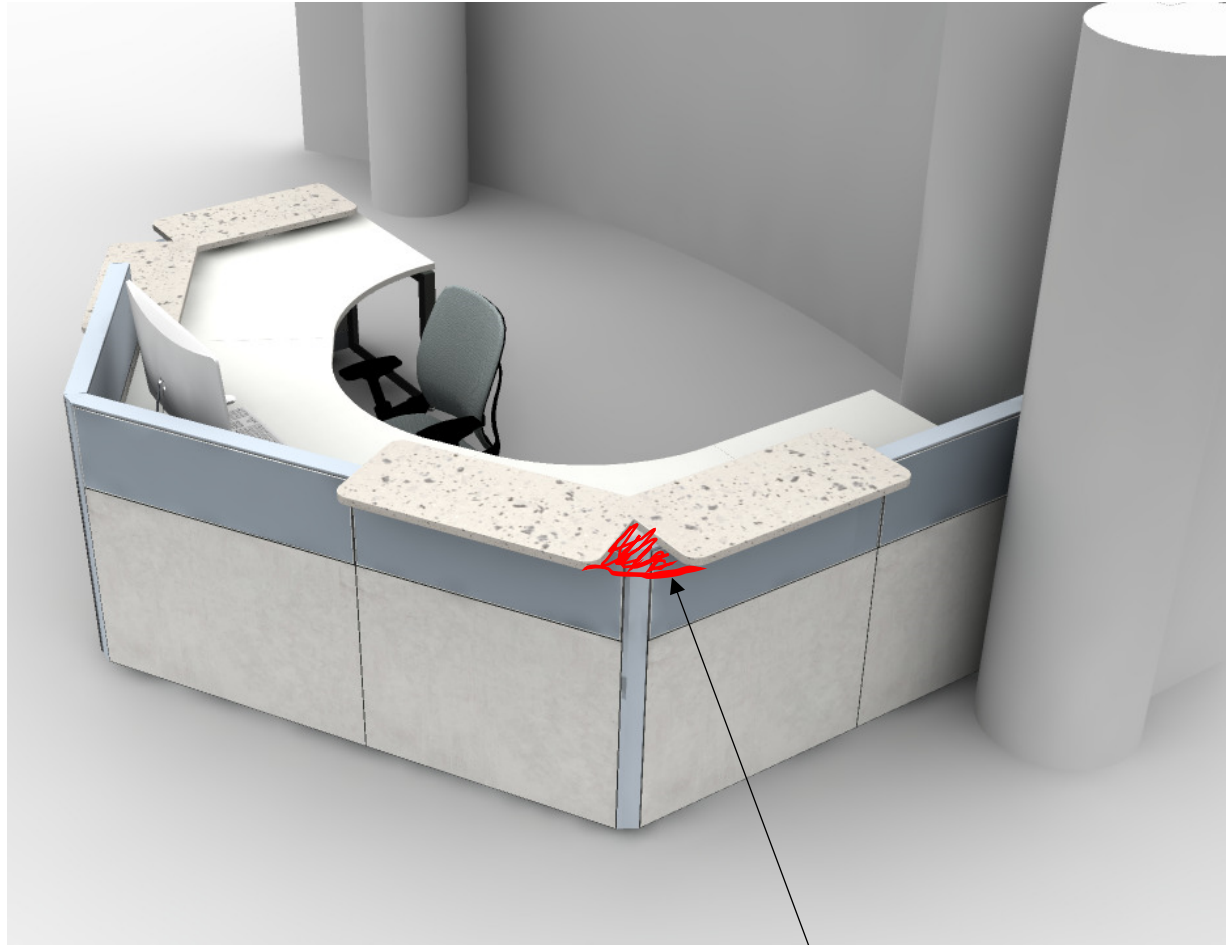
Milk Laminate 2884



Reclaimed Aggregate
Laminate 2UH1



PLEASE NOTE: USE HARD COPY SAMPLES FOR REFERENCE. RENDERINGS AND FINISH SAMPLES SHOWN IN THIS DOCUMENT ARE NOT A 100% REPRESENTATION OF THE ACTUAL FINISH.

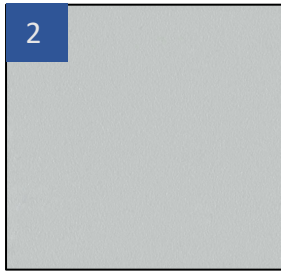


NOTE: WE ARE CHECKING WITH STEELCASE TO SEE IF WE CAN MAKE THE TRANSACTION TOPS ONE CONTINUOUS 120 DEGREE TRANSACTION TOP. NOT AS SHOWN IN THIS IMAGE.

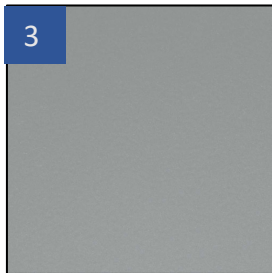
FINISH OPTION B



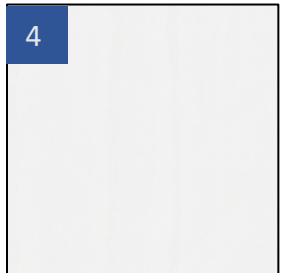
Fawn Cypress Laminate
2TH2



Seagull Laminate 2883



Platinum Metallic Paint
4799



Sheetrock Laminate
2UH6



PLEASE NOTE: USE HARD COPY SAMPLES FOR REFERENCE. RENDERINGS AND FINISH SAMPLES SHOWN IN THIS DOCUMENT ARE NOT A 100% REPRESENTATION OF THE ACTUAL FINISH.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM SABO PUBLIC RELATIONS LLC
TO PROVIDE COMMUNICATION SERVICES AND TO AUTHORIZE THE
MAYOR AND CITY CLERK TO EXECURE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Sabo Public Relations LLC has provided the City with a proposal to provide communications services related to the upcoming May 2022 ballot proposals.
2. It is recommended the City Council accept the proposal.
3. Funds for the services are available in account number 101-101-10300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Sabo Public Relations LLC to provide communication services.
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 November 15, 2021:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Sabo Contract

Resolution No. _____

CITY OF
Wyoming
MICHIGAN

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

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

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

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

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

"Effective Date" means: November 16, 2021.

"Professional" means: Sabo Public Relations
[Name of professional entity]

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

100 Grandville Ave SW, Suite 301
[Professional's street address]

Grand Rapids, MI 49546
[Professional's city, state & zip]

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

"Services" means: Communications services as described in Exhibit B
[Detail the work: e.g., "design and construction services for . . .," "appraisal of . . .," "delineate wetlands at . . .," etc.]

TERMS AND CONDITIONS

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

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

E&O insurance requirement waived

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

[Professional's name]

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

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

Date signed: _____, 20__

CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

17. Insurance.

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

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

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

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

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

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

ACKNOWLEDGEMENT

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

[Signature]

[Printed Name and Title of Person Signing]

[Printed Name of Professional]

Date signed: _____

**Exhibit B
Proposal**



EXHIBIT B

To: John McCarter
From: Mary Ann Sabo, Brianna Peña, Amy Snow-Buckner
Re: Revised: Communications for City of Wyoming Ballot Proposals
Date: November 2, 2021

Mary Ann appreciated the opportunity to meet with you earlier this month and discuss the ballot proposals and how Sabo PR could help the City educate residents in advance of the May 2022 election. These proposals align with the City's commitment to community, safety and stewardship – and, if approved, would provide future funding to support critical public safety and parks needs.

The City's current revenues do not meet the community's needs around public safety and parks, as well as capital improvements for the City's parks. Wyoming's public safety millage has not allowed the City to keep pace with growing demand for services. The City's current Parks and Recreation millage also is inadequate to support both the operational and capital needs of the City's Parks and Recreation Department.

The first ballot proposal would allow the City to levy an income tax on residents, businesses and non-residents who work in Wyoming. The second ballot proposal would decrease the City of Wyoming property tax millage by more than half. If approved, the proposals would generate an additional \$6 million in revenue each year, supporting significant investment to improve public safety and parks infrastructure for residents, businesses and visitors. Both proposals need to pass for either to go into effect.

Due to the complexity of these ballot proposals and the fact Wyoming already has millages for public safety and parks, communicating the need and ask is critically important. As such, you have determined an educational campaign that explains the ballot proposals in simple terms and lays out the City's future funding needs around public safety and parks is in order.

Based on our conversation and past communication experience with similar ballot questions, we recommend the following for an educational campaign beyond the key messages, website content and press release we have crafted:

1. **Brochure:** We should look at developing a brochure that can be handed out at City offices, mailed to all residents, provided to Council members for distribution, etc. This will use images along with our key messages to convey the need, the ask and the results if the proposals pass.

2. **Wyoming Record:** Starting in December – once we are past the November election to avoid confusion – we can include content on the ballot proposals through April. The content will pull from the key messages and FAQs.
3. **Digital advertising:** The City has enjoyed exceptional results in past millage campaigns (public safety, parks) with an investment in digital advertising. We would again prepare the creative for placement by our friends at Media Place Partners, who have consistently enabled us to get tremendous reach at a modest price. This could be through social media, display ads, retargeting and other tactics.
4. **Digital signage:** The City should take advantage of the digital sign in front of City Hall, its digital billboard on 28th Street and, if possible, the digital sign at the KDL branch to amplify its millage education.
5. **Direct mail:** We should design a postcard with similar information to coincide with the mailing of absentee ballots. This would involve writing and editing copy and designing the postcard.
6. **Utility bill inserts:** We can develop inserts to be shared in your monthly water bills. Perhaps we do one focused more on public safety and a second focused on parks.
7. **Business card:** The Mayor has requested business cards with a few key points and the webpage where voters can get more information. This would involve writing and editing copy and designing the card.
8. **Parks and Recreation publications:** Krashawn will save space in multiple Parks and Recreation print publications for content about the ballot proposals. These will include the seasonal Parks and Recreation brochure, the Wyoming Senior Center’s *Active Living* newsletter and the department’s monthly e-newsletter. This would involve writing content and possibly designing a small ad.

Budget: We recommend the following budget:

• SPR services	
▪ Brochure	\$2,500-\$3,500 (excluding printing)
▪ Wyoming Record content	\$1,500-\$2,500
▪ Digital advertising	\$3,000
▪ Digital signage	\$200
▪ Direct mail	\$1,000-\$1,500 (excluding printing, postage)
▪ Utility bill inserts	\$850
▪ Business card	\$500 (excluding printing)
▪ P&R publications	Repurpose other content
▪ Additional services as needed	\$5,000
• MPP services	
▪ Advertising placement	\$2,000/month recommended spend
Total SPR:	\$14,550-17,050
Total MPP:	\$6,000 (three-month spend)

If there’s something you want to handle internally or skip, we can deduct that from the total price. Of course, if we can accomplish these tasks in less time, we will bill accordingly.

We look forward to discussing the options you are interested in at your convenience.