

AGENDA
WYOMING CITY COUNCIL MEETING
ORIOLE PARK
MONDAY, JULY 18, 2022, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Theron Crawford Sr., CrossPoint Baptist 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 July 5, 2022 Regular Meeting
- 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
 - 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**
- 14) Consent Agenda**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
 - a) To Confirm the Reappointment of Marie Groters as a Member of the Parks and Recreation Commission for the City of Wyoming
 - b) To Schedule a Public Hearing Regarding the Necessity of Constructing Public Improvements in Plaster Creek Boulevard from Buchanan Avenue to Division Avenue and Special Assessing a Portion of the Costs of Those Improvements (August 1, 2022 at 7:01 p.m.)

15) Resolutions

- c) To Abolish Part and Terminate the Remainder of the Brownfield Plan for the Former GM Metal Stamping Plant Site on 36th St SW and Clay Ave SW
- d) To Approve and Adopt a Multi-Product Resolution for Treasury Management Services with Fifth Third Bank
- e) To Accept an Agreement to Provide Fiduciary Services to the Kent County Dispatch Authority and to Authorize the Mayor and City Clerk to Execute the Agreement

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

- f) To Authorize the Mayor and City Clerk to Execute a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. for Older Adult Transportation Assistance
- g) To Authorize the Mayor and City Clerk to Execute Change Order No. 1 to the 2022 Wyoming Resurfacing Program and Approve the Related Budget Amendment (Budget Amendment No. 7)
- h) To Authorize the Purchase of Asphalt and Concrete Leveling Sealant from Sherwin Industries, Inc. and to Authorize the Mayor and City Clerk to Execute the Contract
- i) To Award the Bid for Bulk Pick-Up and Disposal of Street Sweepings to Waste Management of MI, Inc. and Approve the Related Budget Amendment (Budget Amendment No. 6)
- j) To Award the Bid for Curbside Leaf and Brush Collection and Disposal (2022-2024) to Arrowaste, Inc.
- k) To Accept a Proposal to Repair a Sump Pump System and to Authorize the Mayor and City Clerk to Execute the Contract
- l) To Accept a Proposal for One 36” Butterfly Valve and to Authorize the Mayor and City Clerk to Execute the Contract
- m) To Concur with the Purchase of Additional Body Worn Cameras and Tasers from Axon Enterprise, Inc.
- n) For Award of Bid and to Authorize the Mayor and City Clerk to Execute the Contract
1. Yard Waste Facility Programmable Sign

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

RESOLUTION NO. _____

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF MARIE GROTERS
AS A MEMBER OF THE PARKS AND RECREATION COMMISSION
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Marie Groters expired on June 30, 2022.
2. It is the desire of the City Council that Marie Groters be reappointed as a member of the Parks and Recreation Commission.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby reappoint Marie Groters as a member of the Parks and Recreation Commission for the City of Wyoming, Michigan for the regular term ending June 30, 2025.

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 July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING REGARDING THE NECESSITY OF
CONSTRUCTING PUBLIC IMPROVEMENTS IN PLASTER CREEK BOULEVARD FROM
BUCHANAN AVENUE TO DIVISION AVENUE AND SPECIAL ASSESSING A PORTION
OF THE COSTS OF THOSE IMPROVEMENTS

WHEREAS:

1. The city manager directed the city's engineers to prepare plans and specifications and an estimate of cost for public improvements described as: shared-use path, curbs, gutters, driveway approaches, and street improvements within the Plaster Creek Boulevard right-of-way from Buchanan Avenue to Division Avenue South (the "Project").
2. The city manager caused a copy of those Project plans, specifications and cost estimate (\$1,363,483.10) to be filed with the city clerk, together with recommendations about the portion of the Project costs to be specially assessed, the parcels proposed to be included in the special assessment district which are listed on the attached Exhibit A (proposed "Special Assessment District #22-813"), a proposed number of installments for payments of the special assessment, and the proposed interest rate to be paid on the unpaid balance of the special assessments.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The city council tentatively determines to construct and install the Project, to specially assess \$103,115.43 amount of the Project Costs against the parcels in proposed Special Assessment District #22-813, to permit payment of the special assessment in up to 15 installments of principal plus accrued interest at the rate of 4.65% per annum.
2. The plans and specifications, cost estimate, and city manager's recommendations for the Project shall remain filed in the office of the city clerk and shall be available for public inspection. A copy shall also be posted on the city's website at: <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.
3. The city council will hold a public hearing regarding the necessity of the Project, the portion of the Project costs to be specially assessed, and the parcels to be included in Special Assessment District #22-813, at 7:01 p.m. on Monday, August 1, 2022, at Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan.
4. The city clerk shall provide notice of the public hearing in the form attached as Exhibit B as follows:
 - a. Published once in the *Grand Rapids Press* not less than 5 days before the hearing date; and
 - b. By first class mail to each owner of or other party in interest in each parcel in proposed Special Assessment District #22-813, as shown on the city most recent property tax roll at least 10 days before the hearing date.
5. All resolution and parts of resolutions that conflict with this resolution are rescinded.

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 July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

EXHIBIT A
PROPOSED SPECIAL ASSESSMENT DISTRICT #22-813

Address	2450 BUCHANAN AVE
Parcel Number	41-17-12-426-017
Address	111 PLASTER CREEK BLVD
Parcel #	41-17-12-430-022
Address	101 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-012
Address	81 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-013
Address	71 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-014
Address	61 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-024
Address	2461 S DIVISION AVE
Parcel Number	41-17-12-431-021

EXHIBIT B
FORM OF NOTICE



NOTICE OF PUBLIC HEARING
ON PROPOSED SPECIAL ASSESSMENTS

The City Council of the City of Wyoming will hold a public hearing on Monday, August 1, 2022, at 7:01 p.m. local time, at Wyoming City Hall, 1155 28th St SW, Wyoming, Michigan (enter from the south, the 28th Street, entrance) before considering (i) whether to proceed with the construction and installation of the following described public improvements project (the "Project"), (ii) whether to special assess \$103,115.43 of the costs of the Project, (iii) what property to include in the special assessment district, (iv) whether to allow payment of the special assessment in up to 15 installments, and (v) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 4.65% per annum. The proposed Project is described as: construction and installation of shared-use path, curbs, gutters, driveway aprons, and street improvements within the Plaster Creek Boulevard right-of-way from Buchanan Avenue to Division Avenue S.

The property proposed to be included in proposed Special Assessment District # 22-813 is:

Address	2450 BUCHANAN AVE
Parcel Number	41-17-12-426-017
Address	111 PLASTER CREEK BLVD
Parcel #	41-17-12-430-022
Address	101 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-012
Address	81 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-013
Address	71 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-014
Address	61 PLASTER CREEK BLVD
Parcel Number	41-17-12-430-024
Address	2461 S DIVISION AVE
Parcel Number	41-17-12-431-021

Project plans and specifications, the Project cost estimate, and the City Manager's Project recommendations are on file in the Wyoming City Clerk's office in the Wyoming City Hall, 1155 28th St SW, Wyoming, MI, where they can be inspected. They are also available on the city's website at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.

Appearance and protest at the public hearing on the special assessment proceedings is required in order to appeal any resulting special assessment to the Michigan Tax Tribunal. Any appeal must be filed with 30 after confirmation of the special assessment roll. An owner or party in interest, or that person's agent, may appear in person at the hearing to protest the special assessment, or may file an appearance or protest by letter and that person's personal appearance shall not be required.

Kelli A. VandenBerg, Wyoming City Clerk

STAFF REPORT

Date: July 12, 2022

Subject: 56th Street Special Assessment – SA Resolution #1 – Scheduling Necessity Hearing

From: Jeff Oonk, Senior Civil Engineer

Date of Meeting: July 18, 2022

RECOMMENDATION:

It is recommended that the City Council adopt Special Assessment Resolution #1 to tentatively determine to proceed with the project, establish the special assessment district, the amount to be assessed, the number of installments, and the interest rate, and to set a time and place for a public hearing regarding the necessity of the Plaster Creek Boulevard Improvement Project and associated Special Assessments.

COMMUNITY, SAFETY, STEWARDSHIP:

Reliable infrastructure is critical providing safe travel within the city. It is appropriate to apportion the costs between owners of property specially benefitting from such improvements and the public at large.

DISCUSSION:

Proposed improvements within and along Plaster Creek Boulevard between Buchanan Avenue and Division Avenue South include construction of a new street with concrete curb and gutter, new drive approaches, and new shared-use path along the south side of the street.

Pursuant to a long-standing City Council policy and incorporated formula, \$103,115.43 of the total project cost of \$1,363,483.10 would be specially assessed against 7 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments with interest at 4.65% per annum.

This resolution is the first of four resolutions that would be adopted if the City Council chooses to proceed with the project and the proposed special assessments. This resolution would set the first of two public hearings for the Monday, August 1, 2022 City Council meeting.

BUDGET IMPACT:

Project is financed with Federal Transportation Alternative funds (Shared-use path only) and local funds out of the Major Street Fund 202-441-46300-972.502.

RESOLUTION NO. ____

RESOLUTION TO ABOLISH PART AND TERMINATE THE REMAINDER OF
THE BROWNFIELD PLAN FOR THE FORMER GM METAL STAMPING PLANT
SITE ON 36TH ST SW AND CLAY AVE SW

WHEREAS:

1. On May 11, 2011, the Wyoming Brownfield Redevelopment Authority (“**WBRA**”) approved and on June 6, 2011, this City Council approved the Wyoming, Michigan Brownfield Redevelopment Authority Brownfield Plan (including Amendment No. 1) for the Former General Motors Corporation Grand Rapids Metal Stamping Plant site on 36th Street and Clay Avenue in the City of Wyoming, Kent County, Michigan (the “**2011 Brownfield Plan**”).
2. Thunder Ventures, LLC was the original developer of the property described in the 2011 Brownfield Plan and Thunder Ventures, LLC arranged for the conveyance of that property to the WBRA in 2011.
3. In 2014, Kendall Electric, Inc. acquired from the WBRA the portion of that site lying along Clay Ave, west of the railroad tracks and having an address of 3838 Clay Ave SW (the “**Kendall Property**”) pursuant to a Real Estate Purchase and Development Agreement, dated as of October 7, 2013 (the “**Kendall Purchase Agreement**”), that also included provisions for reimbursement certain costs incurred for eligible activities on the Kendall Property.
4. The Kendall Property generated tax increment revenues and Kendall Electric, Inc. received all the tax increment revenues it was to receive under the 2011 Brownfield Plan and the reimbursement provisions of the Kendall Purchase Agreement.
5. The purposes of the 2011 Brownfield Plan for the Kendall Property have been accomplished.
6. More than 2 years have elapsed since the approval of the 2011 Brownfield Plan and the contemplated development on portion of the site lying east of the railroad tracks and the portion of the site lying north of 36th St SW (together the “**Remaining WBRA Property**”) has not occurred.
7. Accordingly, no tax increment revenues were generated from the Remaining WBRA Property and neither Thunder Ventures nor the WBRA requested any reimbursements from tax increment revenues.
8. Franklin Site 36, LLC, acquired the portion of the Remaining WBRA property lying south of 36th Street and east of the railroad track earlier in 2022, but has yet to undertake any development of that property.
9. The Wyoming City Council intends to consider a resolution at its July 18, 2022, City Council meeting to terminate the 2011 Brownfield Plan with respect to the Remaining WBRA Property and to abolish the Brownfield Plan with respect to the Kendall Property.
10. Pursuant to subsection 14(8) of the brownfield redevelopment financing act, 1996 PA 381, MCL 125.2664(8), notice of possible termination of a portion and abolition of a portion of the 2011 Brownfield Plan were sent on June 15, 2022, to Thunder Ventures, LLC, Kendall

Electric, Inc., and Franklin Site 36, LLC by FedEx and by e-mail, and by e-mail to the WBRA's secretary with attestation of that notice filed with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 2011 Brownfield Plan (as defined in this resolution) is abolished with respect to the Kendall Property and is terminated with respect to the Remaining WBRA Property. Therefore the 2011 Brownfield Plan is no longer in effect.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: July 11, 2022
Subject: Abolishing/Terminating Site 36 Brownfield Plan
From: Nicole Hofert, Planning & Economic Development Director
Scott Smith, City Attorney
Meeting Date: July 18, 2022

RECOMMENDATION:

Adopt the Resolution Abolishing Part and Terminating the Remainder of the Brownfield Plan for the Former General Motors Corporation Grand Rapids Metal Stamping Plant Site on 36th St SW and Clay Ave SW.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved with the redevelopment of Site 36.

Safety – Site 36’s redevelopment will continue to provide for environmentally responsible reuse of the site.

Stewardship – Providing for possible future tax increment financing by allowing for a new, replacement brownfield plan for Site 36, will better enable its redevelopment.

BUDGET IMPACT:

The city’s budget will ultimately be enhanced by the redevelopment of Site 36 and enabling possible use of tax increment revenues will for that development via a new brownfield plan may also provide funds for some of the costs of the marketplace development on the property north of 36th Street.

DISCUSSION:

Brownfield plans have limited periods of time during which property tax increments can be captured. Because so much time has elapsed since the 2011 approval of the brownfield plan for Site 36, a significant part of that time has passed. In addition, the development to occur on Site 36 and the contemplated activities for which tax increment revenues may be used have changed since the 2011 adoption of that brownfield plan. It therefore makes sense to replace the 2011 brownfield plan with a new brownfield plan.

Subsection 14(8) of the brownfield redevelopment financing act, 1996 PA 381 (“Act 381”), MCL 125.2664(8), provides for termination of a brownfield plan when 2 years have elapsed since its approval without the contemplated development and for abolition of a brownfield plans when its purposes have been accomplished. For most of Site 36, termination is appropriate. However, for the part of the site along Clay Ave now occupied by Kendall Electric abolition is appropriate. This resolution therefore does both.

Notice to the developers is required 30 days prior to termination or abolition and they must have a chance to address the City Council at a public meeting before that action is taken. Notice was provided to all parties who might be developers as provide in Act 381 (though Act 381 does not define that term). The WBRA Board consented to this action at its July 7, 2022, meeting.

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND ADOPT A MULTI-PRODUCT RESOLUTION FOR
TREASURY MANAGEMENT SERVICES WITH FIFTH THIRD BANK

WHEREAS:

1. On June 16, 2014, the City Council of the City of Wyoming adopted Resolution #24840, approving and authorizing treasury management services with Fifth Third Bank and naming the titles of authorized persons to be signatory for financial transactions.
2. Due to staffing changes, this document has been periodically changed to reflect the appropriate city personnel who are authorized to make financial transactions with Fifth Third Bank on the City's behalf.
3. Most recently, on December 6, 2021, the City Council of the City of Wyoming adopted Resolution #27193, updating the names of city personnel authorized to make financial transactions with Fifth Third Bank.
4. It is necessary to update the account resolutions certificate and rescind Resolution #27193.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves and adopts the attached "Multi-Product Resolution" with Fifth Third Bank.
2. Resolution #27193 is rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Multi-Product Resolution

Resolution No. _____



FIFTH THIRD BANK

**38 Fountain Square Plaza
Cincinnati, Ohio 45263**

Multi-Product Resolution



Multi-Product Resolution

Effective as of the date of execution, the named persons in the Entity Authorization Section is/are duly authorized representatives of

[Name of Company, Corporation, Partnership, Organization, Government, Trust and/or Plan] (“Entity”) and hold the title(s) set forth opposite his or her respective name, said authorized representative(s) is/are authorized to act on behalf of this Entity, and on behalf of those entities named in the Affiliate Authorization Section herein (“Affiliates”), as an “Authorized Person” in transactions with Fifth Third Bank, National Association, or an affiliate of Fifth Third Bancorp (collectively, “Bank”), with the authority designated in the appropriate Authorization Section and detailed in the following resolutions:

Section I. (DDA/TM) DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES:

RESOLVED, that the Bank is hereby designated as an authorized depository of this Entity and that one or more checking, savings or other deposit accounts (“Accounts”) be opened and maintained with the Bank in the name of the Entity.

RESOLVED, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by the Bank, and by such rules, regulations and policies as the Bank shall from time to time establish.

RESOLVED, this Entity is authorized to obtain banking services from the Bank including treasury management, the sale or purchase of foreign currencies, and to enter into such agreements and documentation for such services as are required by the Bank from time to time, including a Master Treasury Management Agreement, Online Channel Access Agreement, Schedules to the Online Channel Access Agreement, Signature Card, Terms and Conditions for various banking services, Deposit Account Rules & Regulations, and/or Commercial Account Rules, as applicable (“Banking Agreements”), each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects.

RESOLVED, that the Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to the Bank in connection with the banking services obtained by the Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Entity by the Bank and (b) import and export services for letters of credit as provided in the terms and conditions for such import and export services and related reimbursement, financing and security or collateral arrangements.

RESOLVED, that the Entity is authorized to enter into, execute and deliver to the Bank applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements (“Banking Services Financing Agreements”), each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects.



RESOLVED: that any of the Authorized Persons as designated in the Entity Authorization Section, acting alone or together with other Authorized Persons, is authorized to act for the Entity, and (as designated) its Affiliates if the same are joined to the Banking Services Agreements or Commercial Card Service Agreement, and in its name to do any of the following:

Section 1.1. Accounts and Agreements. Open or close any deposit or other Account and execute on behalf of the Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with the Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;

Section 1.2. Payment Instructions. Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based or oral instructions and payment orders for the transfer or payment of funds of the Entity on deposit with the Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.3. Foreign Currency Transactions. Agree to buy or sell foreign currencies via spot contracts, execute on behalf of the Entity confirmation of such spot transactions, and deliver such currencies as required under the spot transactions to the Bank, including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.4. Implementation and Setup. Select the services the Entity will obtain from the Bank and instruct the Bank on service options and features desired by the Entity, and the set-up, implementation and security procedures relating to the services selected.

Section II. (COM CARD) COMMERCIAL CARD:

RESOLVED, that this Entity desires to obtain financial accommodations from the Bank, including the use of a number of the Bank's Commercial Cards (the "Commercial Cards") by the officers and agents of this Entity.

RESOLVED, that this Entity agrees to assume responsibility for the use of each and every one of the Commercial Cards and to pay the Bank for all indebtedness incurred by the use of such Commercial Cards.

RESOLVED, that at any of the Authorized Persons as designated in the Entity Authorization Section acting alone or together with other Authorized Persons, be and hereby are authorized to act for and in the name of this Entity, and its Affiliates, if the same are joined to the Banking Services Agreements or Commercial Card Service Agreement, to (i) apply to the Bank for the issuance of such Commercial Cards, (ii) enter into and execute the Commercial Card Service Agreement and such application forms, agreements and documents to pay and provide security for payment of all indebtedness incurred by use of such Commercial Cards, whether authorized or unauthorized, as the Bank may require in accordance with the terms and conditions of the Commercial Card Service Agreement, and (iii) to obtain and forward Commercial Cards to those officers or agents it designates from time to time to receive and use a card.



Section III. OPTIONS [Check One or More Options, If Applicable]

Section 3.1. Manager Managed Option

- **If Entity is opening a deposit account and treasury management services that will be managed by a property manager or other fiduciary and wish to authorize such manager/fiduciary to take action on the Entity's behalf, Entity must check this Manager-Managed option and provide the name of the Manager below. Bank may require additional documentation from the Manager. DO NOT CHECK IF ENTITY IS THE MANAGER; ONLY CHECK IF ENTITY IS NAMING A MANAGER**

RESOLVED FURTHER: that

and its subsidiaries, and their respective successors **are appointed as agents of the Entity** to act on behalf of the Entity with respect to all matters authorized in these DDA/TM Resolutions set forth above including to manage Entity's Accounts and services including the authority to establish Accounts, and execute and act as agents under the Banking Agreements, and make deposits to, withdrawals from and otherwise deal with such Accounts and to obtain and use Fifth Third Bank treasury management services on behalf of Entity, and to appoint individuals to act as their authorized representatives and as Authorized Persons for such services.

Section 3.2. Affiliate Services Option

- **If Entity is acting on behalf of one or more entities in which Entity directly or indirectly owns an equity interest (each, an "Affiliate"), Entity must check the Affiliate option, and must complete the Affiliate Authorization section below, as applicable**

RESOLVED, that Entity owns directly or indirectly an equity interest in each Affiliate listed in the Affiliate Authorization section below and Entity resolves that each such Affiliate may join the Banking Agreements, Commercial Card Service Agreement or other agreement with the Bank as a customer and as permitted by Bank from time to time; and

- Signor is duly authorized under the governing documents and resolutions of each Affiliate to give this certification to the Bank; and
- these resolutions are a true copy of resolutions adopted by the governing body of each Affiliate;
- that such resolutions are now in full force and effect and are pursuant to each the governing documents of each Affiliate; and
- each of the Authorized Persons named in the Affiliate Authorization Section (as specified for such Affiliate) is authorized to act on behalf of an Affiliate to the same extent as any Authorized Person in the Entity Authorization Section is permitted to act on behalf of Entity.

Section 3.3. Channel Administrator Option [Only Applies to New Fifth Third Direct Portal Set-Up]

- **If Entity is establishing a NEW online portal set-up using the Bank's online channels (Fifth Third Direct or otherwise) for online banking needs, Entity must:**
 - **check this Section 3.3. Channel Administrator option,**
 - **elect or waive Dual Administration Control,**
 - **establish Channel Administrators**

RESOLVED, that as Entity and Bank have or will enter into an Online Channel Access Agreement ("OCA") or another Bank agreement governing the use of Fifth Third Direct and other access channels ("Access Agreement"), the following person(s) designated below is/are hereby authorized and designated as the Channel Administrator(s)



within such Access Channel(s), which includes Fifth Third Direct and other websites or portals, with all of the authority and duties as contemplated and permitted under the OCAA, Banking Agreements, Banking Services Financing Agreements, Commercial Card Service Agreement or other agreements with Bank, as applicable. Each Channel Administrator shall also be deemed an Authorized Person, with broad authority to manage user access and delegate authority rights with respect to Account and services. Entity has designated its initial Channel Administrator(s) below and elected or waived whether to enable “Dual Administration Control” whereby two (2) Channel Administrators are required to establish a User (as defined in the OCAA).

Dual Administration Control Election

[FAILURE TO MAKE SELECTION BELOW WILL INVALIDATE THIS SECTION 3.3]

With respect to Dual Administration Control, Entity has elected as follows:

Enable Dual Administration Control Entity acknowledges that Bank has strongly recommended enabling Dual Administration Control whereby two (2) Channel Administrators are required to establish a User (as defined in the OCAA).

or,

Waive Dual Administration Control Enabling Entity acknowledges the risks associated with choosing not to enable Dual Administration Control and having only one Channel Administrator, and accepts all responsibility for any fraud/losses that occur relating to inappropriate or unauthorized use of the Fifth Third Direct or other Access Channels, or the Channel Administrator User ID.

Establishment of Channel Administrator(s)

Entity hereby establishes the individuals named below as the Channel Administrator(s) for Entity pursuant to the forgoing resolutions as of the date set forth above. Entity understands that while only two (2) Channel Administrators may be established here, Entity may enable additional Channel Administrator(s) through the Fifth Third Direct Portal.

[If You Selected Enable Dual Administration Control, Two Channel Administrators Must be Identified]

	Channel Administrator Name	Email Address	Phone Number <small>(enter only one # per person. Admin may add or change once Channel access is established)</small>
1.			
2.			

Section IV. (LOAN/LEASING) LENDING, LEASING, LETTER OF CREDIT, RATE MANAGEMENT AGREEMENTS, GRANTING SECURITY INTEREST:

RESOLVED, that any of the Authorized Person(s) designated in the Entity Authorization Section, acting alone or together with other Authorized Person(s), is/are hereby authorized to act for and in the name of the Entity to: (i) borrow or lease, and designate persons with the authority to borrow or lease, from time to time on behalf of this Entity from the Bank such sums of money or property (as applicable), for such times and upon such terms as may seem advisable to such Authorized Person(s) or his or her designee(s); (ii) request advances, pay fees and perform any



function related to the purpose of borrowing or leasing, and, in connection therewith, to issue, and designate persons with the authority to issue, written, telephonic, electronic, internet-based or oral instructions;

(iii) sign and deliver on behalf of this Entity (a) credit and loan agreements, notes, leases, and any other documentation in connection with borrowing or leasing, including, without limitation, agreements providing defined remedies (e.g., confessions of judgment), (b) any documentation for the purpose of obtaining letters of credit, and (c) any documentation for the purpose of pledging, mortgaging, deeding or granting liens upon all or any of the assets of this Entity as security for such loans or leases under such terms and conditions as may seem advisable to such officer(s); (iv) sign and deliver on behalf of this Entity any ISDA Master Agreements and any other rate management agreements entered into to govern transactions intended to hedge risks associated with changes in interest rates and any and all documents related to such rate management transactions; (v) endorse in the name of this Entity and to negotiate to the Bank all or any of the notes, bills receivable, accounts receivable and assets of this Entity upon such terms as may seem advisable to such Authorized Person(s); and (vi) in connection with any of the foregoing, sign and deliver to the Bank renewals, extensions, amendments, modifications, refinancings, consolidations, substitutions or the like.

RESOLVED, that the Authorized Person(s) designated in the Entity Authorization Section, acting alone or together with other Authorized Person(s), is/are hereby authorized to guarantee, on behalf of the Entity, the payment of the debts, loans, leases, or other indebtedness of another, for such times and for such sums of money, and upon such terms as may seem advisable to such Authorized Person(s); to sign and deliver on behalf of this Entity, guarantee agreements or other documents therefor; and to pledge, mortgage, deed or grant liens upon all or any of the assets of this Entity as security for such guarantees or as security for the obligations of others under such terms and conditions as may seem advisable to such Authorized Person(s).

Section V. (FRM) FINANCIAL RISK MANAGEMENT PRODUCTS: FOREIGN EXCHANGE OR COMMODITIES OR INTEREST RATE SWAP:

RESOLVED, that this Entity is authorized to enter into, for any and all purposes, the following transactions with the Bank: foreign exchange transactions (including, without limitation, the purchase of spot contracts, contracts for forward or future delivery of currency and options), derivative instruments of any kind based on changes in the prices, rates or values of interest rates, commodities or currencies (including, without limitation, swaps, puts, calls, collars, caps, floors and options), participations in risk associated with any of the foregoing derivative instruments and any other transactions otherwise authorized by the Entity (each a "Transaction" and, together, the "Transactions").

RESOLVED, that any Authorized Person(s), designated in Entity Authorization Section is/are hereby authorized to act for and in the name of the Entity to:

- i. Open one or more accounts in the name of the Entity with the Bank for the purpose of entering into Transactions and to execute in the name of the Entity and deliver to the Bank (i) any agreement or document (including, without limitations, any ISDA Master Agreement, foreign exchange trading agreement, master give-up agreement (including any schedule(s) thereto, addenda thereof or any required or necessary credit support document(s)) and confirmation of any Transaction) that may be necessary or appropriate in connection with any Transaction and (ii) any amendment or revision to any such agreement or document.
- ii. Buy, sell and trade and agree to buy, sell and trade Transactions, on margin or otherwise, which power to sell includes the power to take "short" positions;



- iii. Effect and receive payment and delivery in performance of Transactions and any obligations undertaken in connection therewith;
- iv. Grant, transfer, pledge or otherwise hypothecate a security interest in or lien in any property (including any money or securities) belonging to or under control of the Entity as security for any obligation arising in connection with any Transaction.
- v. Receive and promptly comply with any request or demand for additional margin, any notice of intention to liquidate, and any notice or demand of any other nature;
- vi. Receive and acquiesce in the correctness of notices of Transactions, statements of account and other records and documents relating to the Entity's Transactions with the Bank; and
- vii. Borrow funds from the Bank or its affiliate to finance any Transactions effected through or with the Bank, and the satisfaction of each and every obligation of the Entity in connection with the account(s) and the Transactions effected therein.

Section VI. (IS) INSTITUTIONAL SERVICES: TRUST, AGENCY, INVESTMENT MANAGEMENT, CUSTODIAL SERVICES, RETIREMENT PLAN, OR NONQUALIFIED PLAN SERVICES

RESOLVED, that any Authorized Person(s) designated in the Entity Authorization Section is/are hereby authorized to act for and in the name of the Entity to enter into and execute the applicable agreement(s) and other documents or instructions with the Bank as may be required from time to time to provide trustee services, agency, investment management, investment advisory, custodial services, qualified retirement plan and/or nonqualified plan services.

Section VII. (SECURITIES) BROKERAGE/SECURITIES

RESOLVED, that any Authorized Person(s) designated in the Entity Authorization Section is/are hereby authorized to act for and in the name of the Entity to open and maintain one or more accounts on behalf of the Entity with any affiliated broker-dealer of the Bank for the purpose of transacting in the following securities (without limiting the generality of such, however): securities owned, issued or guaranteed by a public or private sector entity, including U.S. Government Securities, Federal Agency Securities, Federally Sponsored Securities, Foreign Sovereign Debt Instruments, Emerging Markets Instruments, Eurobonds, all manner of Money Market Instruments, issued or unissued, including Repurchase and Reverse Repurchase Agreements, corporate fixed income securities, municipal securities and all manner of other securities, and options thereon ("Securities"), Securities further include, without limitation, shares, stocks, bonds, debentures, notes, script, participation certificates, subscription rights, options, warrants, certificates of deposit, mortgages, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured.

[Select Authorization Below ONLY if Authorization Shall Include the Opening of Margin Accounts]

This authorization shall include the opening of margin accounts.



Section VIII. UNIVERSAL RESOLUTIONS

[Applicable to and Adopted with, Each of the Preceding Sections I-VIII]:

RESOLVED, that the resolutions set forth herein and the authority hereby conferred is in addition to that conferred by any other resolution heretofore or hereafter delivered by this Entity to the Bank and shall continue in full force and effect until the Bank shall have received, and have had a reasonable opportunity to act upon, notice in writing, certified by an authorized representative of this Entity, of the revocation hereof by a resolution duly adopted by the governing body of this Entity. Any such revocation shall be effective only as to credit which is extended or committed by the Bank, or actions which are taken by this Entity pursuant to the resolutions contained herein, subsequent to the Bank's receipt of, and reasonable opportunity to act upon, such notice and shall not affect any acts by Authorized Person(s) performed prior thereto.

RESOLVED, that the Authorized Person(s) are hereby authorized to designate and advise the Bank of the identity of persons (including officers and employees of this Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Entity Banking Agreements entered into by Entity or services utilized by the Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Entity (and any Affiliate, as applicable) and have authority to: manage the service on behalf of the Entity (and Affiliate); select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED, that the Authorized Person(s), and any persons designated by the same in accordance with the foregoing resolutions, is/are hereby authorized to take such other actions as may be necessary or desirable to carry out the intent of the foregoing.

RESOLVED, that any and all transactions by or on behalf of this Entity with the Bank and all agreements, applications, documents and authorizations executed and delivered on behalf of this Entity to the Bank prior to the adoption of this resolution (whether involving deposits, withdrawals, borrowings, guarantees, leases or otherwise) be and the same are in all respects ratified, approved, and confirmed.

RESOLVED, that the Bank is authorized to rely in good faith on any telephonic or other oral communication which shall be received by it from anyone reasonably believed by the Bank to be one of the Authorized Person(s) (including any Channel Administrator) until new instructions are received in writing from an Authorized Person of Entity and Bank has had a reasonable time to act on such instructions.

BE IT FURTHER RESOLVED that The United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") applies to the fullest extent possible to this document. The Entity represents, warrants and covenants that the electronic signatures submitted by the Entity to Bank on this document are created using software and processes that create valid, enforceable, and effective electronic signatures in compliance with the E-Sign Act and all applicable state laws including applicable Uniform Electronic Transactions Act(s). All questions regarding the validity of the electronic signatures on this document shall be governed by the E-Sign Act or, to the extent applicable, by the laws of the State of Ohio, including the Ohio Uniform Transactions Act, OHIO REV. CODE ANN. § 1306.01-23., et seq.



SECTION X. AFFILIATE AUTHORIZATION [Authorized Persons Per Affiliate Based On Product]

****IF ADDING AFFILIATES, REMEMBER TO CHECK SECTION 3.2!**

- **WHO ARE THE AFFILIATES:** Add the name of each Affiliate for which authority is being established
- **WHO MAY ACT FOR THE AFFILIATE(S):** Add the name and title of person(s) authorized for each Affiliate unless that person has been named and designated for all Affiliates in Section IX
- **WHAT ACTIONS MAY BE TAKEN ON BEHALF OF THE AFFILIATE(S):** Select the Product(s) for which each person authorized to act for the Affiliate(s) is authorized to engage

If Number Of Affiliates Exceeds Space Provided,

- ✓ add an attachment with all information required below,
- ✓ label the attachment "Exhibit A to [Name of ENTITY] Multi-Product Resolution dated [insert date of this Resolution]"
- ✓ number each page of attachment, "Page __ of __,"

CHECK HERE: Exhibit A to Multi-Product Resolution Attached

Name of Affiliate	Name of Authorized Person	Title of Authorized Person	DDA/TM	Com Card	Lease/ Loan	FRM	IS	Securities

Page ____ of ____

SIGNATURE PAGE TO FOLLOW



SIGNATURE PAGE OF MULTI-PRODUCT RESOLUTION

I, _____ (Name of Person signing below),
The _____ (Title of Person signing below) of
_____ (Name of Entity),
a _____ (Type of Entity)

duly organized and existing under the laws of the State or Country [if not US] of

hereby certify that:

- the above is a true copy of the resolutions adopted by the governing body of this Entity, and
- such resolutions are now in full force and effect as of the date set forth below, having been adopted pursuant to the Entity's governing documents and not rescinded.

Signature:

Print Name:

Date:

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT TO PROVIDE FIDUCIARY SERVICES
TO THE KENT COUNTY DISPATCH AUTHORITY AND
TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept an agreement to provide fiduciary services to the Kent County Dispatch in the total amount of \$14,400.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept an agreement to provide fiduciary services to the Kent County Dispatch Authority.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.
3. The City Council does hereby authorize the City Manager to acknowledge acceptance of future renewals of the agreement 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 July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: July 12, 2022

Subject: Kent County Dispatch Authority Fiduciary Service Agreement

From: Jodi Yenchar, Finance Director

Meeting Date: July 18, 2022

RECOMMENDATION:

It is recommended that the City Council approve the fiduciary service agreement between Kent County Dispatch Authority (KCDA) and the City of Wyoming.

COMMUNITY, SAFETY, STEWARDSHIP:

Providing fiduciary services for KCDA fosters cooperation and consolidation efforts with other municipalities. The City generates revenue by using utilizing existing staff and technology to provide these services.

DISCUSSION:

KCDA is an independent authority comprised of various municipal entities in the County of Kent, Michigan. In February 2008, the Kent County Board of Commissioners approved a request by KCDA to levy a surcharge on communication services that are capable of accessing 911. KCDA utilizes this funding to implement technical initiatives that will enhance the delivery of 911 services to citizens as well as to the responding police, fire, and EMS agencies without requiring more funds from local units of government.

Under a previous agreement, the City of Wyoming has provided fiduciary services for KCDA since July 1, 2012. The City Finance Department has provided these services for KCDA effectively and efficiently and both organizations wish to continue the arrangement.

The proposed fiduciary service agreement has been reviewed by the City Attorney and is approved as to form.

BUDGET IMPACT:

Providing the fiduciary services for KCDA generates \$14,400 of revenue per year without increasing the Finance Department's expenditures beyond the amount currently budgeted.

Attachment: Agreement

FIDUCIARY SERVICE AGREEMENT

WHEREAS, the Kent County Dispatch Authority (hereinafter referred to as the "Authority") is an independent legal entity, as enabled by Michigan's Urban Cooperation Act of 1967, being MCL §124.501, *et seq.*, and was established pursuant to an agreement with the participating municipalities of Wyoming, Grandville, Walker, Grand Rapids and County of Kent (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Authority is responsible for the implementation of technology integration and operational compatibility of dispatch of emergency, police, fire, and ambulance services, and other 9-1-1 system functions provided in the Agreement; and

WHEREAS, the Authority, which utilizes a calendar year, formerly used Kent County Fiscal Services Department to perform fiduciary services; and

WHEREAS, Kent County serves as the collection point for both the County 9-1-1 surcharge as well as the State of Michigan 9-1-1 surcharges; and

WHEREAS, since July 1, 2012, the City of Wyoming has provided fiduciary services through a Fiduciary Service Agreement ("Fiduciary Agreement"); and

WHEREAS, the Authority and the City of Wyoming, Michigan, (hereinafter referred to as the "City") desire to enter into an agreement for the City to perform fiduciary tasks and services associated with the financial matters of the Authority; and

NOW, THEREFORE, in consideration of the promises and the mutual undertakings and benefits to accrue, the Authority and the City do hereby agree as follows:

TERM AND FEES

The term of this Fiduciary Agreement shall begin January 1, 2022. A monthly fee of one thousand two hundred dollars (\$1,200.00) shall be paid to (\$14,400.00) will be paid to the City throughout the term of this Fiduciary Agreement.

RENEWAL

This Fiduciary Agreement will automatically renew until either the City or Authority provides a minimum of a ninety (90) day notice to terminate. The Agreement may be terminated for any reason and by either party. The fee structure may be renegotiated at renewal no more often than once every two years, beginning the effective date of this Fiduciary Agreement.

SCOPE OF SERVICES

The City will perform the following services:

General Accounting:

Assist the Executive Director in posting all cash receipt and disbursement transactions as well as receivable and payable transactions to books of original entry, which shall be maintained on a computerized financial system capable of tracking budget and actual activity, in accordance with Generally Accepted Accounting Procedures ("GAAP") while applying fund accounting and government standards, including Public Act 2. In addition, the City will remain familiar with Authority bylaws and the intergovernmental agreements. Additionally, the City will be required to do the following:

- Develop and institute a process with Kent County for transfer of 9-1-1 surcharge funds collected and/or remitted to Kent County to the Authority's financial accounts as administered by the Authority and the City.
- Adhere to the Financial Policies and Procedures as developed by the Authority and work cooperatively with the Executive Director and the Chair of the Administrative Policy Board on a regular basis.
- Provide input as to the adequacy of the Authority's financial policies.
- Provide banking services, which may include options for investment of Authority funds as determined and approved by the Authority.
- Prepare and send to the Executive Director, monthly "write-up" services and provide financial reports detailing all revenues, encumbrances, expenditures, budget, and other fund balance transactions of the Authority.
- Prepare and send to the Executive Director, quarterly cash flow projections.
- Maintain the record of capital assets owned by the Authority and the depreciation of those assets.
- Reconcile all bank accounts monthly.
- Maintain accounts payable and receivables.
- Assist and work with the independent auditing firm, as selected by the Authority, as needed in preparation of the annual MD&A and financial report to the Authority.
- In conjunction with the Executive Director and the Authority's finance committee, assist in the preparation of the annual fiscal year budget.
- In conjunction with the Executive Director, assist in the preparation of the 5 and 10-year capital budget, including a yearly review of the capital budget for accuracy in

projecting future capital fund requirements and needs.

- Process and prepare all federal, state and local tax forms as appropriate and in accordance with all requisite guidelines.
- Process and prepare the financial reports necessary for the annual 9-1-1 filing with the State of Michigan 9-1-1 office.
- Provide the capacity for secure, remote, electronic access and processing of accounts payable such that the Authority and the Executive Director can process accounts payable electronically and have immediate access to financial information during normal business hours.
- Attend Authority and/or County Board meetings, held in the Cities of Wyoming or Grand Rapids, Michigan, as required.

Accounts Payable:

In addition, the City will be required to perform the following tasks:

- Process purchase requisitions and/or invoices upon the approval of the Authority and/or bylaws as detailed in the Financial Policy and Procedures as developed by the Authority.
- Prepare checks for the signature of the Authority after they are authorized by action of the Board and/or the Chair of the Administrative Policy Board and/or the Executive Director as contained in the Financial Policy and Procedures as developed by the Authority.
- All other data processing necessary for the accounts payable process as required in the above tasks.

TERMINATION AND FINAL REPORT

The Authority reserves the right to terminate this Fiduciary Agreement at its sole discretion, with ninety (90) days' written notice should the City fail to provide services to the satisfaction of the Authority, as defined in the Scope of Work included in this Fiduciary Agreement. Upon termination of this Fiduciary Agreement, the City shall provide a final report reconciling all accounts. All activities undertaken by the City on behalf of the Authority up to the date of termination will be paid for by the Authority in accordance with the Fiduciary Agreement.

DISPUTE RESOLUTION

Generally. The parties desire to resolve disputes arising out of or relating to this Fiduciary Agreement without litigation. Accordingly, the parties agree to use the following dispute

resolution procedures with respect to any controversy or claim arising out of or relating to this Fiduciary Agreement or its breach.

- a. Informal Resolution of Disputes. At the written request of a party, each party will appoint a knowledgeable, responsible representative, empowered to resolve disputes, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Fiduciary Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any arbitration or in any lawsuit without the concurrence of all Parties.
- b. Formal Dispute Resolution. If informal negotiations fail to produce an agreeable resolution within ninety (90) days, then either party may request by written notice to the other party that it wishes to submit the disputed matter for resolution by a mutually agreed upon single arbitrator. The parties shall appoint the arbitrator in accordance with the Commercial Arbitration Rules (then in effect) of the American Arbitration Association for arbitration of commercial disputes (the "AAA") and follow those rules in the arbitration unless contrary to provisions in this Fiduciary Agreement, the terms of which shall prevail in the event of a conflict. Any award rendered by the Arbitrator will be final, conclusive and binding upon the parties and any judgment thereon may be entered and enforced in any court of competent jurisdiction. Each party will bear an equal one-half of all fees, costs and expenses of the arbitrator.

GOVERNING LAW

This Fiduciary Agreement shall be governed by the laws of the State of Michigan.

MISCELLANEOUS

Modification of Agreement. Any modification of this Fiduciary Agreement or additional obligation assumed by either party in connection with this Fiduciary Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

Partial Invalidity. The partial invalidity of any portion of this Fiduciary Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Fiduciary Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Absence of Waiver. The failure of either of the parties to this Fiduciary Agreement to insist on the performance of any of its terms and conditions, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

No Third Party Benefit. The provisions of this Fiduciary Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

Time. Time is of the essence for this Fiduciary Agreement.

Authorized Representatives. The parties signing below hereby declare that they are duly authorized representatives of the parties to be bound by this Fiduciary Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each party to this Fiduciary Agreement has caused it to be executed on the date indicated below.

KENT COUNTY DISPATCH AUTHORITY

By: _____

Date: _____

CITY OF WYOMING

By: _____

Date: _____

By: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
A CONTRACT AMENDMENT WITH THE AREA AGENCY ON AGING
OF WESTERN MICHIGAN, INC. FOR OLDER ADULT
TRANSPORTATION ASSISTANCE

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAWM have an established contract, contract number 58.98, to provide transportation assistance services for the period of October 1, 2019, ending September 30, 2022, subject to annual funding availability.
3. The City of Wyoming entered into an annual continuation funding agreement (Resolution #27131) in the amount of \$11,000 for the period of October 1, 2021, through September 30, 2022.
4. On June 27, 2022, the Board of Directors of AAWM voted to amend the contract award, reducing the contract from \$11,000 to \$9,900 to provide for the annual funding of the Wyoming Senior Center's (WSC) Older Adult Go! Bus Transportation Program.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to execute the Contract Amendment, 58.98-FY22.2, for Services to Older Adults under Title III of the Older Americans Act and/or Older Michigianians Act, for a total awarded grant amount of \$9,900.

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 July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Letter
Contract Amendment

Resolution No. _____

STAFF REPORT

Date: July 11, 2022

Subject: FY 2022 Contract Modification for Older Adult Transportation Assistance Program

From: Rebecca Rynbrandt, Director of Community Services

CC: Chad Boprie, Recreation Programmer II

Meeting Date: July 18, 2022

RECOMMENDATION:

It is recommended that the City Council approve a contract amendment with the Area Agency on Aging of Western Michigan (AAAWM) to recognize a reduction in grant award due to impacts of the COVID pandemic. The contract amendment reduces the initial grant contract amount from \$11,000 to \$9,900 to provide for the annual funding of the Wyoming Senior Center's (WSC) Older Adult Go! Bus Transportation Program.

COMMUNITY, SAFETY, STEWARDSHIP:

Through grant support, the City via the Wyoming Senior Center (WSC), provides Go! Bus rides for area adults, 60 years of age and older, who have limited economic means, are disabled, and are socially isolated. Program participants use tickets to attend the WSC and/or to perform activities of daily living and contribute to the local economy. Go! Bus tickets are used to: improve quality of life, access medical appointments, obtain food and other services.

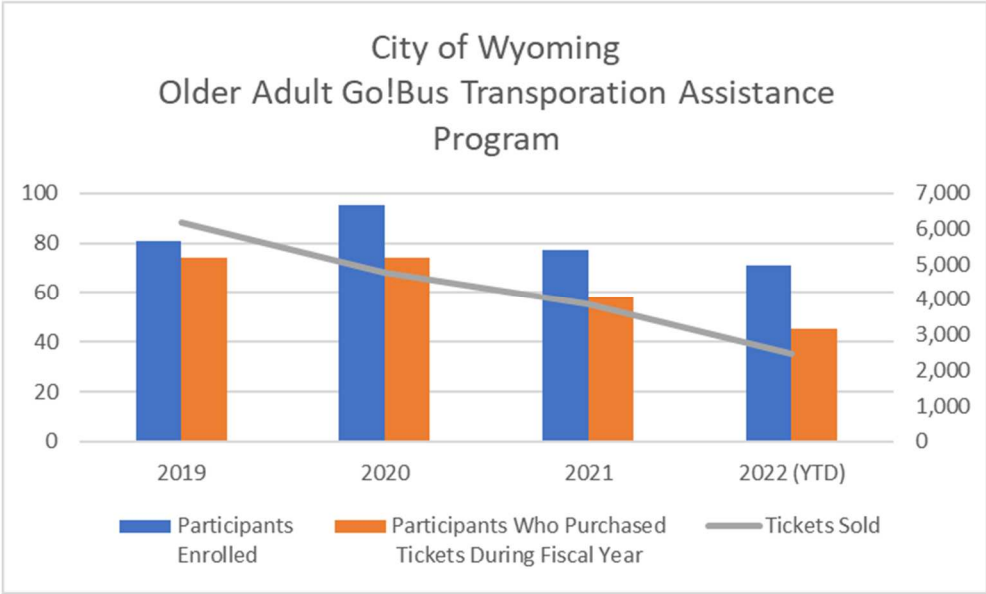
DISCUSSION:

On September 20, 2021, the City Council approved an annual contract with the AAWM, contract number 58.98, to provide transportation assistance services for the period of October 1, 2021, through September 30, 2022, in the amount of \$11,000. It was anticipated at that time that the program would have an average enrollment of 88 participants, and an average of 5,480 Go! Bus tickets [rides] provided.

During the COVID pandemic, program enrollment has declined and participants, who are disabled and are generally considered high risk for COVID, continue to limit their use of transportation services to the most essential need.

Fiscal Year	Participants Enrolled	Participants Who Purchased Tickets During Fiscal Year	Tickets Sold
2019	81	74	6,180
2020	95	74	4,780
2021	77	58	3,860
2022 (YTD)	71	45	2,470

As a result, demand for tickets has been reduced for FY 2022.



Recognizing the current reduction in demand for the program, the AAAWM consulted with city staff and determined the best course of action was to amend the current agreement, recognizing a 10% reduction in the current grant award, so as to be able to redistribute funding to other community services.

BUDGET IMPACT:

The reduction in funding mid-year shall align funding with service demand. Grant funding will continue to cover all direct costs [Go! Bus ticket purchases] of the program.

###



The Source for Seniors

**EXECUTIVE
COMMITTEE**

CHAIRPERSON
Bill Routley

VICE CHAIRPERSON
Marilyn Burns

SECRETARY
Carol Hennessy

TREASURER
Cynthia LaBelle

MEMBER-AT-LARGE
Nancy Nielsen

**ADVISORY COUNCIL
CHAIRPERSON**
Robert Sundholm

EXECUTIVE DIRECTOR
Jackie O'Connor

BOARD OF DIRECTORS

ALLEGAN COUNTY
Com. Rick Cain
Stuart Peet

IONIA COUNTY
Com. David Hodges
Dennis Sitzer

KENT COUNTY
Com. Carol Hennessy
Nancy Nielsen

LAKE COUNTY
Com. Betty Dermeyer
Marilyn Burns

MASON COUNTY
Com. Ron Bacon
Kim Halladay

MECOSTA COUNTY
Com. Bill Routley
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Com. Michael Beach
Linda Weger

NEWAYGO COUNTY
Com. Ken DeLaat
Cynthia LaBelle

OSCEOLA COUNTY
Com. Timothy Mitchell
Richard Karns

CITY OF GRAND RAPIDS
Jane DeVries
Com. Milinda Ysasi

3215 EAGLECREST DR NE
GRAND RAPIDS, MI
49525-7005
Ph: 616.456.5664
Fx: 616.456.5692
1.888.456.5664
www.aaawm.org

June 28, 2022

Rebecca L. Rynbrandt, Director of Community Services
City of Wyoming
1155 - 28th Street SW
Wyoming, MI 49509

Dear Rebecca,

On June 27, 2022, the AAAMW Board of Directors met and approved a decrease of \$1,100 in funding for City of Wyoming for Fiscal Year 2022. This decrease necessitates an amendment to the current contract (51.98) as well as updated service budgets, which are enclosed.

If you have any questions, please contact your Contract Administrators, Sabrina Minarik, at (616) 222-7018 or SabrinaM@aaawm.org. We appreciate our continued partnership with your organization to provide services to older adults in your area.

Sincerely,

Jackie O'Connor
Executive Director

Enclosure

c: Jack Poll, City of Wyoming
Chad Boprie, Director - Wyoming Senior Center

Mission: *Provide older persons and persons with a disability an array of services designed to promote independence and dignity in their homes and their communities.*

CONTRACT AMENDMENT

STATEMENT OF PURPOSE

The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan non-profit Corporation, and City of Wyoming (Service Partner), a Michigan municipality, entered into Contract numbered 51.98 in which the Service Partner undertook to provide certain services with state and federal funding for the three-year period ending September 30, 2022. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

As of June 27, 2022, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2021 through September 30, 2022, as provided in the Contract of October 1, 2019, shall not exceed **\$9,900.00 (Nine thousand nine hundred and 00/100 dollars)**.
2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2021 through September 30, 2022, as specified in the Contract of October 1, 2019, shall be not less than **\$1,100.00 (One thousand one hundred and 00/100 dollars)**.
4. That Service Budget, Attachment I-A, dated August 16, 2021, is deleted and Service Budget, Attachment I-A, dated July 1, 2022, is added.
5. That Older Americans Act Funding Distribution (Attachment II) dated July 26, 2021 is deleted and Older Americans Act Funding Distribution (Attachment II) dated June 27, 2022 is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NONPROFIT CORPORATION

By: Jackie O'Connor
Jackie O'Connor, Executive Director
Area Agency on Aging of Western Michigan

6-27-22
Date

By: _____
Person Authorized to Sign for Service Partner

Date

Name: _____

Approved as to form:
Scott G. Smith

Title: _____

Scott G. Smith, City Attorney

Service Partner: Wyoming, City of

Service: Transportation - Public

Date: 07/01/2022

Prepared by: Chad Boprie - Director: Wyoming Senior Center

Unit Rate Budget

I. Funding Summary:	
Federal Funds	\$9,900
One-time Federal Funds	
State Funds	\$0
One-time State Funds	
TOTAL AAAWM FUNDS AWARDED	\$9,900
Minimum Number of Units to be Provided	2,720
Estimated Number of Clients Who Will Receive Service	65

II. Total Per Unit Cost: Please explain program costs, lines 1-4, in the narrative below.	
1 Administration & Fundraising Expenses	\$0.54
2 Direct Service Cost	\$0.00
3 Equipment & Supplies	\$3.50
4 Other (Occupancy, Communication, etc.)	\$0.00
5 Total Cost BEFORE Match:	\$4.04
6 Less 10% Unit Match	\$0.40
7 Unit Rate to be Paid by AAAWM to Service Partner:	\$3.64
Does line 7 equal line 8? YES. Continue to Other Resources.	
8 Contracted Unit Rate:	\$3.64

III. Other Resources:	
9 Projected Program Income	\$5,288
10 Projected Cost Share	

IV. Match Required:		\$1,100	
Source of Cash Match:	Amount	Source of In-Kind Match:	Amount
	\$0	City of Wyoming	\$3,960
	\$0		\$0
	\$0		\$0
Total Local Cash Match:	\$0	Total Local In-Kind Match:	\$3,960
Total Match:		\$3,960	
Is Total Match equal to or greater than Match Required listed above?		YES. Continue to Cost Narrative.	

V. Program Cost Narrative

Complete the following budget narrative describing the basis for expenditures in each category.

1. Administration & Fundraising:

0.54 represents the time administrative staff spends managing ticket sales, reporting, and making phone calls to participants.

2. Direct Service Cost:

N/A

3. Equipment & Supplies:

\$3.50 represents the amount we pay for tickets.

4. Other:

N/A

Attachment II

Contract No. 51.98 – FY22.2

Area Agency on Aging of Western Michigan
Older Americans Act (OAA) Funding Distribution
October 1, 2021 – September 30, 2022

Funding as of: June 27, 2022

City of Wyoming

Service	Source	CFDA	Original Award	Change in Funding	Award
Transportation - Public	IIIB	93.044	\$11,000	(\$1,100)	\$9,900
		Total Funding	\$11,000	(\$1,100)	\$9,900

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE
CHANGE ORDER NO. 1 TO THE 2022 WYOMING RESURFACING PROGRAM
AND APPROVE THE RELATED BUDGET AMENDMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council approve Change Order No. 1 to the 2022 Wyoming Resurfacing Program in the amount of \$150,000.
2. Change Order No. 1 adds the following street segments to the program:
 - Arnold Avenue – Burton Street to Cutler Street
 - Bellevue Street – Division Avenue to Jefferson Avenue
3. The additional costs for this project can be financed out of the Local Street Fund account 203-441-46300-972.510, but a budget amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Change Order No. 1 to the 2022 Wyoming Resurfacing Program in the amount of \$150,000 and approves the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Change Order No. 1

CITY OF WYOMING BUDGET AMENDMENT

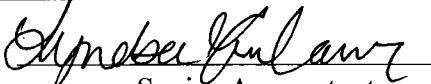
Date: July 18, 2022

Budget Amendment No. 007

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$150,000 of budgetary authority to provide the necessary funds for a change order that adds streets to the 2022 Local Resurfacing Project.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Local Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
203-441-46300-972.510	-	150,000.00		150,000.00
Transfer From Major Street Fund				
203-699.002	-	150,000.00		150,000.00
Fund Balance/Working Capital (Fund 203)		-	-	
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
202-441-46300-972.510	3,000,000.00		150,000.00	2,850,000.00
202-441-48400-999.002	-	150,000.00		150,000.00
Fund Balance/Working Capital (Fund 202)		-	-	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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: July 12, 2022
Subject: 2022 Street Resurfacing – Change Order No. 1
From: Jeffrey Oonk, Senior Civil Engineer
Date of Meeting: July 18, 2022

RECOMMENDATION:

It is recommended to add the following streets to the 2022 Wyoming Resurfacing Program:

- Arnold Avenue – Burton Street to Cutler Street
- Bellevue Street – Division Avenue to Jefferson Avenue

Adding these streets will add an estimated \$150,000 in Change Order No. 1.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming's annual resurfacing program restores street surfaces that have reached the end of their life cycle. This reduces maintenance costs and promotes safe and efficient vehicular travel for the residents of Wyoming. Well maintained street infrastructure adds to the economic strength of a community.

DISCUSSION:

On March 21, 2022, the City of Wyoming awarded a contract for the 2022 Wyoming Resurfacing Program to Michigan Paving and Materials Co. The contract was awarded in the amount of \$1,469,801.81 which was \$362,301.03 or 19.8% below the Engineer's Estimate. Bids were competitive and the unit prices offer a good value for street resurfacing. The streets included in this change order would otherwise require significant maintenance by Public Works crews. Resurfacing these streets this year will allow street maintenance efforts to be focused on other areas.

The contractor has agreed to extend the existing contract to include the additional streets.

BUDGET IMPACT:

The additional costs for this project can be financed out of the Local Street Fund account 203-441-46300-972.510, Local Street Resurfacing (\$150,000), but a budget amendment is necessary.

CHANGE ORDER NO. 1

PROJECT: 2022 Wyoming Resurfacing Program
CONTRACTOR: Michigan Paving and Materials Co.
CONTRACT DATE: March 21, 2022
DESCRIPTION: 2022 Additional Streets

Contract Amount Prior to Change Order No. 1	\$1,469,801.81
Increase Resulting from Change Order No. 1	<u>\$150,000.00</u>
Adjusted Contract Amount	\$1,619,801.81

CITY OF WYOMING

Jack A. Poll
Mayor

Kelli A. VandenBerg
City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF ASPHALT AND CONCRETE
LEVELING SEALANT FROM SHERWIN INDUSTRIES, INC. AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council authorize the purchase of asphalt and concrete crack leveling sealant from Sherwin Industries, Inc. using the Kent County Road Commission bid.
2. Funds are available in the major and local street maintenance account numbers 202-441-46300-775.000 and 203-441-46300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of asphalt and concrete leveling sealant from Sherwin Industries, Inc.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: July 13, 2022

Subject: Bid Award – Asphalt & Concrete Crack Leveling Sealant

From: Aaron Vis, Deputy Director of Public Works

Date of Meeting: July 18, 2022

RECOMMENDATION:

It is recommended that the City Council utilize the Kent County Road Commission bid for Asphalt & Concrete Crack Leveling Sealant and award the Crafcoc Inc. #33339 Mastic One product to Sherwin Industries, Inc. at a price of \$0.5648 per pound for delivered material if delivered from Ohio, or \$0.5794 per pound if delivered from Tennessee, for the 2022 calendar year. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Crack leveling sealant, also known as mastic, is a rubber material that is applied to larger cracks in asphalt and concrete as a preventative road maintenance practice. It is generally applied to roads between 3 and 5 years after resurfacing, during the early stages of road degradation, and is one of the most cost-effective methods of extending road life. It can be applied easily and dries quickly, limiting the time staff are exposed to the dangers of traffic. Utilizing bids from surrounding communities allows the City to receive the best pricing on materials and services, thereby reducing the overall expense of maintenance materials.

DISCUSSION:

On April 18, 2022, bids were received by the Kent County Road Commission for Asphalt & Concrete Crack Leveling Sealant. Sherwin Industries Inc. was the awarded low bidder for the Crafcoc #33339 Mastic One product at a price of \$0.5648 per pound for delivered material if delivered from Ohio, or \$0.5794 per pound if delivered from Tennessee. This is an increase of 7.58% from 2021; however, the 2021 unit price was 7.5% lower than the 2020 unit price. It is expected that staff will use approximately \$26,000 worth of sealing material this calendar year.

BUDGET IMPACT:

Sufficient funds are available in the major and local street maintenance accounts: 202-441-46300-775.000 and 203-441-46300-775.000.

ATTACHMENTS:

Contract, including Bid Tabulation

CITY OF
Wyoming
MICHIGAN

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

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

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

"Effective Date" means: July 19, 2022.

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

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

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

"Supplier" means: Sherwin Industries, Inc.
(Name of supplying entity)
A Wisconsin corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
2129 West Morgan Ave
(Supplier's street address)
Milwaukee, WI 53221
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

Sherwin Industries, Inc.

By: _____
Jack A. Poll, Mayor

By: SKL Wanner
(Signature officer, director or principal of Supplier)

(Typed/Printed Name & Title of Person Signing for Supplier)

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: 7-13, 2022

Date signed: _____, 20____

Approved as to form:

Scott G. Smith, City Attorney

CITY PURCHASING STANDARD TERMS AND CONDITIONS

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

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

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

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

B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.

C. Neither Supplier nor Supplier's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

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

A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, 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 all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated 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 any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Supplier must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

F. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.

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

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

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

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

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

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

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

Exhibit B
Proposal



Bid Tabulation

Bid #22-MNT-06: Asphalt & Concrete Crack Leveling Sealant

Contract Term: December 31, 2022

Bidder	Manufacturer & Product Name	Cost Per Pound/Truckload	FOB Location	Pounds Per Box/Box Per Pallet/ Per Truckload	Firm Price Period
Sherwin Industries, Inc.	Crafoo Inc #33339 Mastic One	\$.5648 / \$24,399.36	Youngstown, OH	40 lbs / 60 Boxes / 43,200 lbs	30 Days
		\$.5794 / \$25,030.08	Halls, TN		

* 2022 Mastic Price Reflects a 7.58% Increase from the 2021 Price

STAFF RECOMMENDS FOR THE BOARD TO AWARD THE BID TO SHERWIN INDUSTRIES, INC, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

Bid Letting Date: 04/18/2022

Anticipated Award Date: 04/19/2022

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID
FOR BULK PICK-UP AND DISPOSAL OF STREET SWEEPINGS
TO WASTE MANAGEMENT OF MI, INC. AND APPROVE
THE RELATED BUDGET AMENDMENT

WHEREAS:

1. On June 28, 2022, the City received one bid for Bulk Pick-Up and Disposal of Street Sweepings (2023 –2025).
2. It is recommended that the City Council awards the bid to the only bidder, Waste Management of MI, Inc., for fiscal year 2023 at a unit price of \$43.79 per ton, 2024 at a unit price of \$45.45 per ton and 2025 at a unit price of \$47.33 per ton. The unit costs include a \$1.68 per ton Kent County Disposal Fee.
3. The Public Works Department anticipates spending approximately \$44,000 for the bulk pick-up and disposal of street sweepings for fiscal year 2023. Funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000, but a budget amendment is necessary due to the significant price increase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to Waste Management of MI, Inc. to perform the bulk pick-up and disposal of street sweepings in fiscal years 2023, 2024 and 2025.
2. The City Council hereby authorizes the Mayor and City Clerk to execute the contract for Bulk Pick-Up and Disposal of Street Sweepings (2023 –2025).
3. The City Council hereby approves the associated budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: July 18, 2022

Budget Amendment No. 006

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$15,000 of budgetary authority to provide the necessary funds for higher than budgeted bid results for street sweeping services.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Solid Waste Disposal Fund</u>				
Public Works - Yard Waste Disposal - Other Services				
230-441-44300-956.000	\$ 425,000.00	\$ 15,000.00		\$ 440,000.00
Fund Balance/Working Capital (Fund 230)		\$ -	\$ 15,000.00	

Recommended:


Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 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: July 12, 2022

Subject: Bid Award – Bulk Pick-Up and Disposal of Street Sweepings (2023 – 2025)

From: Jodie Theis, Public Services Supervisor

Meeting Date: July 18, 2022

RECOMMENDATION:

It is recommended that the City Council award the Bulk Pick-Up and Disposal of Street Sweepings (2023 – 2025) Bid to the sole bidder, Waste Management of MI, Inc. for fiscal year 2023 at a unit price of \$43.79 per ton, 2024 at a unit price of \$45.45 per ton and 2025 at a unit price of \$47.33 per ton. The unit costs include a \$1.68 per ton Kent County Disposal Fee. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract and that the City Council approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

By requiring the contractor to utilize a Class 2 landfill that is approved by the State for the disposal of street sweepings, the City is reducing the amount of environmental damage caused by improper disposal of materials. Additionally, removing sediment from the streets eliminates its transport into storm sewer catch basins and local streams and creeks, fulfilling our stormwater permit obligations.

DISCUSSION:

On Tuesday, June 28, 2022, the City received one bid for the bulk pick-up and disposal of street sweepings. Ten invitations to bid were sent to prospective bidders. The bulk pick-up and disposal of street sweepings includes the pick-up, hauling and disposal at a State approved landfill of debris removed from the roadways from our street sweeping operations.

Over the past several years, approximately 1,000 tons of sweepings per year have been removed from City streets. The unit cost of \$43.79 per ton for 2023 is an increase of 29% from the previous bid (2019).

The Public Works Department anticipates spending approximately \$44,000 for the bulk pick-up and disposal of street sweepings for fiscal year 2023. Due to the significant price increase from 2019, the bid amount is more than what was budgeted; therefore a budget amendment is necessary.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000, pending approval of a budget amendment

BID TABULATIONS:



TABULATION OF BIDS

ON BULK PICK-UP AND DISPOSAL OF STREET SWEEPINGS (2022 - 2025) - BID # 2054

Opened By The City Clerk On June 28, 2022 At 11:00 a.m.

Bulk Pick-Up and Disposal of Street Sweepings	Est. Qty	Waste Management of Michigan, Inc.	
July 1, 2022 - June 30, 2023	1,500 TONS	\$42.11*	Per Ton
July 1, 2023 - June 30, 2024	1,500 TONS	\$43.77*	Per Ton
July 1, 2024 - June 30, 2025	1,500 TONS	\$45.65*	Per Ton
		* Plus \$1.68/Ton Kent County Fee	

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for Bulk Pick-Up and Disposal of Street Sweepings (2022 – 2025)

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

“Contract Documents” means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

“City” means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

“Contractor” means:

Waste Management of Michigan, Inc.

LEGAL NAME OF COMPANY

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation, Delaware

FORM OF BUSINESS and STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

700 56th St

STREET ADDRESS

Zeeland

MI

49464

CITY

STATE

ZIP CODE

“Effective Date” means the day after the date the Contract is approved by the City Council and 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. No payment bond is required. No performance bond or other form of performance assurance is required.
4. 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

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Contractor

By: 
Signature of Bidder


Printed Name of Bidder


Title

Date signed: 6-22-22

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID
FOR CURBSIDE LEAF AND BRUSH COLLECTION AND DISPOSAL (2022 – 2024)
TO ARROWASTE, INC.

WHEREAS:

1. On June 28, 2022, the City received one bid for Curbside Leaf and Brush Collection and Disposal (2022 –2024).
2. It is recommended that the City Council award the Curbside Leaf and Brush Collection and Disposal Bid to the sole bidder, Arrowaste, Inc., to perform such services on December 3, 2022 at a unit price \$275.00 per ton, December 2, 2023 at a unit price of \$285.00 per ton and December 7, 2024 at a unit price of \$300.00 per ton.
3. The Public Works Department anticipates spending approximately \$41,000 for the curbside leaf and brush collection and disposal in 2022. Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid to Arrowaste, Inc., to perform the curbside leaf and brush collection and disposal on the first Saturday in December 2022, 2023 and 2024.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract Curbside Leaf and Brush Collection and Disposal (2022 –2024).

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

STAFF REPORT

Date: June 29, 2022

Subject: Bid Award – Curbside Leaf and Brush Collection and Disposal (2022 – 2024)

From: Jodie Theis, Public Services Supervisor

Meeting Date: July 18, 2022

RECOMMENDATION:

It is recommended that the City Council award the Curbside Leaf and Brush Collection and Disposal Bid to the sole bidder, Arrowaste, Inc., to perform such services on December 3, 2022 at a unit price \$275.00 per ton, December 2, 2023 at a unit price of \$285.00 per ton and December 7, 2024 at a unit price of \$300.00 per ton. . It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The curbside leaf and brush removal provides the residents another option for yard waste removal, decreasing the potential for street flooding caused by plugged catch basins and improving the aesthetics of the City's neighborhoods.

DISCUSSION:

On Tuesday, June 28, 2022, the City received one bid for the bulk pick-up and disposal of street sweepings. Ten invitations to bid were sent to prospective bidders. The curbside leaf and brush removal bid consists of the pick-up and disposal of leaves, grass clippings and brush located at the curbside for each residential property in the City on the first Saturday in December.

The pricing is based on a minimum of 100 tons; however, it is anticipated that approximately 150 tons of leaf and brush will be collected each fiscal year. The unit cost of \$275.00 per ton for December 3, 2022 is an increase of 13% from the previous bid from 2019.

The Public Works Department anticipates spending approximately \$41,000 for the curbside leaf and brush collection and disposal in 2022.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

BID TABULATIONS:



TABULATION OF BIDS

ON CURBSIDE LEAF AND BRUSH COLLECTION & DISPOSAL (2022 - 2024) - BID # 2053

Opened By The City Clerk On June 28, 2022 At 11:00 a.m.

Curbside Leaf and Brush Collection & Disposal	Est. Qty	Arrowaste *	
		Unit Price	Total Per F.Y.
December 3, 2022	150 TONS	\$ 275.00	\$ 41,250.00
December 2, 2023	150 TONS	\$ 285.00	\$ 42,750.00
December 7, 2024	150 TONS	\$ 300.00	\$ 45,000.00
		* MINIMUM OF 100 TONS PER FISCAL YEAR	

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Contractor


By: Jim Haisenga
Signature of Bidder

Jim Haisenga
Printed Name of Bidder

Sales Manager
Title

Date signed: 6-23-22

Approved as to form:


Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL TO REPAIR A SUMP PUMP SYSTEM AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a proposal from DHE Plumbing & Mechanical to repair a sump pump system at the Clean Water Plant in the total estimated amount of \$9,400.00.
2. Funds for the purchase are available in the Clean Water Plant account number 590-590-54801-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from DHE Plumbing & Mechanical in the total estimated amount of \$9,400.00.
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 July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: July 12, 2022

Subject: Sump Pump Repair

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: July 18, 2022

RECOMMENDATION:

It is recommended that the City Council award the proposal as provided by DHE Plumbing & Mechanical to repair a sump pump system at the Clean Water Plant in the estimated total amount of \$9,400.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of plant facilities and infrastructure contributes to their longevity, workplace safety, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant Z Building has a sump pump system that is in poor condition and requires repair. The system pumps water, chemicals, and wastewater draining from various processes including odor control back to the front of the plant for treatment. To ensure continued and proper function, it is necessary to rehab the system including replacement of a deteriorating cover, valves, discharge piping, and vent piping.

Therefore, contact was made to three mechanical & plumbing contractors that specialize in this type of industrial repair to request proposals for the work. DHE Plumbing & Mechanical and Andy J Egan Co. made a site visit to review the scope of work to ensure they were quoting the same projected work. FHC declined to review the project due to a full schedule. The two contractors who made site visits provided proposals and they are as follows:

DHE Plumbing & Mechanical	\$9,400.00
Andy J Egan Co.	\$17,239.00

Upon review of the proposals received, DHE Plumbing & Mechanical was found to meet the necessary scope of work and was also the lowest quote. Therefore, it is recommended the City Council approve the proposal from DHE Plumbing & Mechanical in the estimated total amount of \$9,400.00.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant account #590-590-54801-930.000.

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means: DHE Plumbing and Mechanical LLC
(Name of contracting entity)
A Michigan limited liability company
(State and type of entity, e.g., corporation, limited liability company, etc.)
4475 8th Avenue
(Contractor's street address)
Grandville, MI 49418
(Contractor's city, state & zip)

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

Effective Date means: July 20, 2022.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None.

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

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Keili A. VandenBerg, City Clerk

Date signed: _____, 20__

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

DHE Plumbing and Mechanical LLC

By: _____
(Signature officer, director or principal of Contractor)
Scott Heyboer - Owner
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 7/12, 2022

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, 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 all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated 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 any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

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

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

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

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

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

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

14. **Restoration.** Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. **Manufacturer Information and Warranties.** Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

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

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

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

<p>AUTOMOBILE LIABILITY INSURANCE Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence</p>
<p>WORKERS' DISABILITY COMPENSATION Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.</p>
<p>EXCESS/UMBRELLA INSURANCE Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).</p>
<p>ADDITIONAL INSURED If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.</p>

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

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

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

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

EXHIBIT B



Office 616 · 896 · 8414
Fax 616 · 896 · 8565
Web www.dheplumbing.com

July 12, 2022

PLUMBING PROPOSAL

PROJECT: City of Wyoming CWP – Building Z Sump Pump Cover & Piping Replacement

**To: City of Wyoming
Attn: Dan Kleinheksel**

Pursuant to your request, **DHE Plumbing & Mechanical** offers the following proposal for your approval.

Plumbing Scope of Work:

Demo/Remove the Following:

- Existing Sump Pump Cover
- Existing Sump Pump Discharge Piping & Valves

Furnish & Install the Following:

- (1) Weil Duplex Sewage Ejection Sump Pump Cover
 - New Cover to be ¼" Thick Powder Coated
- New Sch. 80 PVC True Union Check Valves & Ball Valves
- New Sch. 80 PVC Pipe & Fittings as Needed

Excludes:

- Bypass Pumping (*Will Need Short Periods of Time w/ No Flow*)

Plumbing Total: \$ 9,400.00

Thank you for the opportunity to provide you with this proposal. Please contact me with any questions.

Best Regards,

Josh Heyboer – Owner/Estimator
616-262-3574 / josh@DHEPlumbing.com

Your Mechanical Partner

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR ONE 36” BUTTERFLY VALVE AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of one 36” butterfly valve from Mueller Water Products, Inc. in the total amount of \$16,606.64.
2. It is recommended the City Council accept the proposal.
3. Funds for the purchase are available in the Water Treatment Plant account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of one 36” butterfly valve in the total amount of \$16,606.64.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The Wyoming 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 July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Contract/Proposal (2)

Resolution No. _____

STAFF REPORT

Date: July 6, 2022
Subject: 36” Butterfly Valve Purchase
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: July 18, 2022

RECOMMENDATION:

It is recommended the City Council award the proposal as provided by Mueller Water Products in the amount of \$16,606.64 for the purchase of one 36” butterfly valve.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The Water Treatment Plant houses ten high service pumps that pump water approximately twenty-six miles through various piping and valving to supply clean, safe drinking water to wholesale customers and the City of Wyoming. While plant staff were recently removing high service pump 7 for maintenance, it was discovered that the 36” suction valve supplying the pump has a failed seat and is leaking. When valves do not seal, more valves need to be closed causing additional plant equipment to be shut down to perform repairs. Hence, the need for tight sealing valves is vital to the operation and maintenance of the WTP.

Therefore, two companies that specialize in valves of this size were provided specifications and asked to quote a replacement butterfly valve. Both companies offered a proposal, and they are as follows:

Mueller Water Products (Pratt)	\$16,606.64
Kennedy Industries (DeZurik)	\$19,686.00

Upon review of the proposals received, Mueller Water Products was found to meet the necessary specifications and was also the lowest proposal. Water Treatment Plant maintenance staff will install the new valve upon arrival and expect the installation to endure 25 or more years of service. Therefore, it is recommended the City Council award the proposal as provided by Mueller Water Products in the amount of \$16,606.64 for the purchase of one 36” butterfly valve.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account #591-591-57300-986.444.

CITY OF
Wyoming
MICHIGAN

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

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

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

"Effective Date" means: June 21, 2022.

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

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

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

"Supplier" means: Mueller Water Products, Inc.
[Name of supplying entity]
A Delaware corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
c/o The Corporation Trust Center
[Supplier's street address]
1209 Orange St
Wilmington, DE 19801
[Supplier's city, state & zip]

Also doing business at 2048 Industrial Blvd, Kimball, TN 37347, without a Michigan registered address.

TERMS AND CONDITIONS

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

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

None.

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Mueller Water Products, Inc.

By: Dale Spегgen

Dale Spегgen (Jul 6, 2022 09:21 EDT)

VP/GM Specialty Valves

[Signature officer, director or principal of Supplier]
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: Jul 6, 2022, 20__

CITY PURCHASING STANDARD TERMS AND CONDITIONS

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

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

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

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

B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.

C. Neither Supplier nor Supplier's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

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

A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, 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 all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated 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 any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Supplier must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.

E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

F. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.

5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.

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

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

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

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

10. **Records.** City is a public entity receiving funds from other governmental agencies, and must retain, be able to obtain, and/or

audit records related to City purchases. Supplier will retain all records related to this contract for at least 6 years and will, upon City's request, provide copies of and allow City to audit all retained records.

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

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

Exhibit B
Proposal



a **MUELLER** brand

2048 INDUSTRIAL BLVD, KIMBALL, TN 37347
TEL: (877) 436-7977 FAX: (630) 844-4124

Please reference job name or quote number on all purchase orders related to this quotation.

Date: May 23, 2022
Proposal #: Q-022-27023 **Rev:** 0
Project Name: Wyoming BFV Replacement
Project Location: Wyoming, MI

TO: All Bidding Contractors

Phone: TBD
Fax: TBD

This quotation reflects our policy of sourcing materials in the most cost effective manner. Any requirement for a specific US content may require a revised quotation.

We are pleased to submit the following proposal for your consideration:

<u>ITEM</u>	<u>QTY</u>	<u>LEAD-TIME</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED</u>
1	1	18-20 Weeks	36" Flange 150B Butterfly Valve, EPDM Seat, DI Body, DI Disc, 316SS Shaft, Teflon Lined Fiberglass Backing Bearing, MDT5 HW w/ Indicator Open Left, DPDT Open/Close/Momentary Limit Switch, 8 Mils Amercoat 370 Epoxy Interior, 8 Mils Amercoat 370 Epoxy Exterior	\$ 16,606.64	\$ 16,606.64

Proposal Total: \$ 16,606.64

Exceptions / Clarifications:

1) Disc edge (mating surface) is 316 SS, not 18-8 SS.

If you have any questions regarding this proposal, please contact our local sales representative:

PETERSON & MATZ, INC.
248-476-3204
30701 W. Ten Mile Road, Ste. 100
Farmington Hills,, MI 48336

Sincerely,
Liam Kenny
lkenny@muellerwp.com

cc:
mpatishall@muellerwp.com

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities when providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. MWP brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, Jones®, Mi.Net®, Milliken®, Pratt®, Singer®, and U.S. Pipe Valve and Hydrant. Please see muellerwp.com/brands to learn more.

Commercial Terms:
FOB Point : Origin
Freight Terms : PPA Pre-Pay & Allow
Payment Terms : Net 30 Days
Price Validity : 30 Days
Warranty : 24 Months as defined in Terms and Conditions of Sale
Packaging : Standard

Extended Warranty—Other than duration, Terms and Conditions of Sale shall apply
ADD 2% FOR 36 MONTH WARRANTY
ADD 3% FOR 48 MONTH WARRANTY
ADD 5% FOR 60 MONTH WARRANTY

1. Quoted Prices Exclude:

- 1.1 All Taxes
- 1.2 Flange nuts, bolts, gaskets, anchor, mounting bolts, Victaulic couplings, Mechanical Joint Accessories, thimbles, or non-standard tags.
- 1.3 Extension stems, soil pipes, valve boxes, covers, or "tee" wrenches
- 1.4 Installation and start-up service, on-site training, classroom instruction.
- 1.5 Hydraulic oil for cylinder operators and/or accumulator systems.
- 1.6 Spare parts

2. Clarifications

- 2.1 Standard Henry Pratt actuators are designed per AWWA C504, maximum 150 ft-lbs input torque at the nut, or maximum 80 ft-lbs rim pull for hand wheel gears.
- 2.2 Standard design butterfly valve 24" and smaller have squeeze pins to affix the disc to valve shaft in lieu of taper pins with nuts and bolts.
- 2.3 Valves are not considered equipment, we will not be providing manufacturer's representative for verification / written certification of proper installation, lubrication, alignment, etc.
- 2.4 Standard butterfly valves 20" and smaller has bonded seat-on-body design. No seat adjustment or replacement of the valve seat is required through the life of the valve, under normal conditions
- 2.5 Hydrostatic testing will be performed using ambient water temperature
- 2.6 Any additional information concerning submittals, O&M manuals, Pipe specs, etc., that were not provided at time of quote may impact price and delivery.
- 2.7 The quoted list of materials included herein represents our interpretation of Plans and Specifications (as provided) and is not guaranteed to be complete or correct. Prices are subject to change upon review of actual job specifications.
- 2.8 Electronic submittals and O & M manuals will be provided in PDF electronic format. Hard copies are available upon request.

CONDITIONS OF SALE

DATE: 5/23/2022
PROPOSAL #: Q-022-27023
PROJECT: Wyoming BFV Replacement

3. Prices are firm and proposal is valid providing:

- 3.1 Buyer's purchase order is received within 30 days of bid opening date. If purchase order is not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.2 Quotation assumes shipment of complete quoted material within 365 days from date of a received purchase order.
- 3.3 Approved drawings, if specifically required by purchase order, are returned within thirty (30) days of submittal date, with full release to manufacturing. If approved drawings are not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.4 Henry Pratt Company's Terms and Conditions of Sale apply to this quotation. A copy of our Terms and Conditions of Sale can be downloaded from https://www.henrypratt.com/sites/henrypratt.com/files/uploads/media/13313-terms-and-conditions-of-sale-pratt_9-10-2018_2.pdf.
- 3.5 Quoted shipping dates are estimates only based on shop loads and lead times of materials from outside vendors. Seller will meet quoted schedules or reflect currently schedules upon order acknowledgement. Lead time shall be mutually agreed to at the time of product release to manufacture and credit package approval by Seller. Seller shall not be responsible for delay in deliveries due to any cause beyond Seller's reasonable control, regardless of theory of liability.
- 3.6 Seller shall not be liable for Buyer's loss of profit, indirect, liquidated, incidental, or consequential damages, regardless of theory of liability. Seller's total liability shall not exceed the unit purchase price of the products supplied. Indemnification shall be limited solely to Seller's negligence.
- 3.7 This quotation is based on payment terms of Net 30 Days from date of invoice with no retainage. Payment terms are extended to customers who have completed a credit application, including credit agreement, and have been approved by our Credit Department. Payment must be made in advance of shipment for all other accounts.

ALL QUOTATIONS/PURCHASE ORDERS ARE SUBJECT TO RENEGOTIATION IF DIFFERING TERMS AND CONDITIONS ARE STATED IN BUYER'S PURCHASE ORDER WHEN RECEIVED.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE PURCHASE OF ADDITIONAL BODY
WORN CAMERAS AND TASERS FROM AXON ENTERPRISE, INC.

WHEREAS:

1. On September 21, 2021, City Council adopted Resolution number 26781 authorizing the purchase of body worn cameras for all police officers from Axon Enterprise, Inc.
2. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of six (6) additional body worn cameras and tasers that are needed to equip the additional police officers.
3. It is estimated the City will spend an additional \$104,205.19 for the purchase over the next nine (9) years.
4. Funds are available as described in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the purchase of six (6) new body worn cameras and tasers.

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 July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: July 6, 2022
Subject: Axon Body Worn Camera and TASER
From: Captain Eric Wiler
Meeting Date: July 18, 2022

RECOMMENDATION:

It is recommended the City Council concur with the purchase of six (6) body-worn cameras (which includes 6 licenses and 6 storage plans) and six (6) Tasers (to equip the 6 additional police officers that have been added to the department under the federal COPS grant). The total purchase price of the body cameras and Tasers will be \$104,205.19 and will be paid over nine (9) years. The yearly cost would be \$11,586.55 year 1, \$11,578.24 year 2, and \$11,577.20 for years 3-9.

COMMUNITY, SAFETY, STEWARDSHIP:

On September 21st, 2020, in resolution number 26781, City Council approved the purchase to equip every sworn police officer with body-worn cameras. As noted in that staff report, equipping our police officers with body-worn cameras will provide the most benefit in terms of enhancing officer and citizen safety, strengthening community trust, and maintaining a transparent and objective record of events. Additionally, equipping our officers with Tasers allows them to de-escalate potentially violent situations, thereby reducing citizen and officer injuries.

DISCUSSION:

Since the initial purchase of body-worn cameras, the Public Safety Department has increased the staffing level of sworn police officers through a federal COPS grant. This purchase will allow the department to meet our standard that every sworn police officer be equipped with a body camera and all uniformed officers who conduct enforcement activities be equipped with a Taser. As with the original purchase agreement, the body-worn cameras requested in this purchase will be warranted and replaced with the newest version of the camera three times throughout the term of the contract (mid-year 2, end of year 5, and mid-year 7).

BUDGET IMPACT:

The total purchase price of six body-worn cameras and six Tasers is \$104,205.19. Funds are available for years one (\$11,586.55) and two (\$11,578.24) in the capital outlay – video camera account (101-305-31500-980.094). The funds required for years 3-9 will be allocated through the normal budgetary process.

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated as per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Yard Waste Facility Programmable Sign	Valley City Sign Company	\$19,085.00

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 July 18, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: July 12, 2022
Subject: Bid Award – Yard Waste Facility Programmable Sign
From: Jodie Theis, Public Services Supervisor
Meeting Date: July 18, 2022

RECOMMENDATION:

It is recommended that the City Council award the Yard Waste Facility Programmable Sign Bid to the low bidder, Valley City Sign Company, to design, manufacture and install a LED programmable sign at a cost of \$19,085.00. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The Yard Waste Facility receives approximately 60,000 visits each year, providing residents a way to properly dispose of grass, leaves and branches. The existing yard waste sign is nearing the end of its useful life and is becoming difficult to maintain. A new sign will allow faster and better communication about yard waste operating hours, fall pickup information, and other messaging to provide important information to City residents.

DISCUSSION:

On Tuesday, June 28, 2022, the City received four bids for the yard waste facility programmable sign. Twelve bids were downloaded by prospective bidders. The bid includes the design, product, wiring/cabbling, full installation, software and training of an outdoor programmable LED sign that will replace the existing sign at the Yard Waste Facility.

The existing sign was installed in 2007 and is nearing the end of its useful life. Several of the LED lights have burned out, programming is difficult, and staff are unable to program any message other than “open” or “closed”. Operating hours need to be manually adjusted on the sign itself or on adjoining signage. A new sign will address these issues and provide better yard waste information to City residents.



The proposed sign will utilize existing wiring, be approximately the same size/footprint as the existing, and will be full color, 16 mm (standard resolution) LED for a cost of \$19,085.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Solid Waste Disposal Services Account, 230-441-44300-956.000.

BID TABULATIONS:

	Valley City Sign	Midwest Sign Company	Universal Sign Inc.	Blink Marketing Inc.
Full Color, 16 mm Programmable Sign Option	\$19,085.00	\$19,895.00	\$20,681.00	\$24,407.10
Full Color, 10 or 11 mm Programmable Sign Option	\$24,373.00	\$22,575.00	\$23,834.00	\$26,746.37
LED Sign Brand	Electro-Matic	Electro-Matic	Electro-Matic	WatchFire
Stated Warranty Period	5 Year	5 Year	5 Year	5 Year
# of Days to Complete Project	8-10 Weeks after submittal approval & permits	180 Days, will be done by deadline date.	Est. 10 Weeks	Approx. 12 Weeks

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for Yard Waste Facility Programmable Sign

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

"Contract Documents" means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

"City" means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

"Contractor" means:

Valley City Sign Company

LEGAL NAME OF COMPANY

Valley City Sign Company

BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Corporation

FORM OF BUSINESS and STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed

5009 West River Drive NE

STREET ADDRESS

Comstock Park, MI 49321

CITY

STATE

ZIP CODE

"Effective Date" means the day after the date the Contract is approved by the City Council and 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. No payment bond is required. No performance bond or other form of performance assurance is required.
4. 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

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Contractor

By: Randy Czubko
Signature of Bidder

Randy Czubko
Printed Name of Bidder

President
Title

Date signed: June 28, 2022

Approved as to form:

Scott G. Smith
Scott G. Smith, City Attorney