

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, OCTOBER 17, 2022, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Retired Pastor Chuck Uken, The Pier Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the October 3, 2022 Regular Meeting, the October 3, 2022 Closed Session and the October 10, 2022 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 1. City Manager Upcoming Vacancy
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 47 – To Appropriate \$45,000 of Additional Budgetary Authority for Expenses Related to the Help America Vote Act 2022 Election Security Grant and Recognize the Associated Grant Revenue
- 14) Consent Agenda**

15) Resolutions

- a) Adopting and Proposing Elector Approval of an Amendment to the City Charter to Provide for Levy of Additional Property Tax at the May 2, 2023 Special Election to Support Fire Services, Police and Law Enforcement Services and First Responder Services
- b) To Authorize the City Manager to Execute an Employment Agreement with the Director of Parks and Recreation
- c) To Authorize the City Manager to Execute an Employment Agreement with the Director of Community and Economic Development
- d) To Accept and Distribute Grant Funding Received from the Office of Highway Safety Planning (Budget Amendment No. 45)
- e) To Accept the 2022 Edward Byrne Memorial Justice Assistance Grant (Budget Amendment No. 49)
- f) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 46)

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

- g) To Authorize the Mayor and City Clerk to Execute a Contract Amendment with the Area Agency on Aging of Western Michigan, Inc. and to Authorize the Related Budget Amendment for Older Adult Transportation Assistance (Budget Amendment No. 50)
- h) To Authorize Entering into an Agreement with Vermont Systems PayTrac to Provide Payment Processing Services and to Authorize the Mayor and City Clerk to Execute the Agreement
- i) To Authorize the Purchase of Computer Monitors
- j) To Authorize the Purchase of Computer Hardware for Workstations and Laptops
- k) To Accept a Quote for the Purchase of One Automatic Sampler
- l) To Accept a Proposal from Cathodic Protection Management for the Replacement of Cathodic Protection at the Wilson Lift Station and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 48)
- m) To Approve Change Order Number Five for the Burlingame Water Storage Tanks and Pump Station Construction Project
- n) To Approve a 2022 Amendment to the 2013 Verizon Lease Agreement at the Gezon Elevated Water Storage Tank Site and to Authorize the Mayor and City Clerk to Execute the Amendment

17) Ordinances

21-22 To Amend Chapter 38 of the Code of Ordinances to Update Floodplain and Flood Related Regulations to Address Federal Flood Program Changes (First Reading)

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 ADOPTING AND PROPOSING ELECTOR APPROVAL OF AN AMENDMENT TO THE CITY CHARTER TO PROVIDE FOR LEVY OF ADDITIONAL PROPERTY TAX AT THE MAY 2, 2023 SPECIAL ELECTION TO SUPPORT FIRE SERVICES, POLICE AND LAW ENFORCEMENT SERVICES AND FIRST RESPONDER SERVICES

WHEREAS:

1. Population growth, additional development, increased traffic, crime trends, increased demands for fire department responses, and other factors have led city leaders to conclude additional police officers and firefighters are needed to provide for the safety of city residents and property, as well as the safety of city police officers and firefighters.
2. Hiring of additional police officers and firefighters requires additional revenues.
3. Section 9.1 of the City Charter of the City of Wyoming, currently limits property taxation as follows:

Sec. 9.1. Power to tax: tax limit.

The City shall have the power to assess taxes and levy and collect rents, tolls and excises. Exclusive of any levies authorized by statute to be made beyond charter tax rate limitation, the annual ad valorem tax levy shall not exceed one-half percent of the valuation of all real and personal property subject to taxation in the City, except that an additional two-tenths of one percent, 2 mills on the dollar, may be levied for sewer, water and street improvements, but this latter shall in no way be construed as limitation on the issuance of bonds for water or sewer purposes. An additional thirty-nine thousandths (39/1000) of one percent, 0.39 mills on the dollar, or less, may be levied annually for the operation, maintenance and any other expenses for the public library in the City of Wyoming or for capital improvements in public parks in the City of Wyoming.

- (a) *Sidewalk snowplowing and maintenance levy.* The city shall have the power to levy an additional 2/100 of one percent, 0.2 mills on the dollar for the purpose of snowplowing sidewalks and to repair and construct sidewalks within the city.
 - (b) *Public transportation levy.* An additional twenty-five thousandths (25/1000) of one percent (1%), a 0.25 mills on the dollar, or less, may be levied annually for use for public transportation. (This subsection shall expire on June 30, 2000).
 - (c) *Parks, recreation and senior citizens centers levy.* An additional fifteen-hundredths of one percent, 1.5 mills on the dollar, or less, may be levied annually for use for the operation, maintenance and any other expenses for parks, recreation and senior citizens centers.
 - (d) *Fire department levy.* An additional seventy-five-thousandths of one percent, 0.75 mills on the dollar, may be levied annually for the operation, maintenance and other expenses of the Fire Department.
 - (e) *Police department levy.* An additional one hundred-twenty-five-thousandths of one percent, 1.25 mills on the dollar, may be levied annually for the operation, maintenance and other expenses of the Police Department.
 - (f) *Public Safety levy.* An additional one hundred-twenty-five thousandths of one percent, 1.25 mills on the dollar, may be levied annually for public safety for the operation, maintenance and administration of police and fire services.
4. The City Council wishes to amend the City Charter to levy an addition 1.5 mills of additional *ad valorem* property tax for fire services, police and law enforcement services, and first responder services.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Section 9.1 of City Charter of the City of Wyoming, Michigan be amended by adding subsection (g) to read as follows:
 - (g) *Fire, law enforcement and first responder levy.* An additional one-hundred-fifty-thousandths of one percent, 1.50 mills on the dollar, may be levied annually for public safety including fire services, police and law enforcement services, and first responder services.
2. If the proposed City Charter amendment is approved by city electors, section 9.1 of the City Charter of the City of Wyoming, Michigan would read as follows:

Sec. 9.1. Power to tax: tax limit.

The City shall have the power to assess taxes and levy and collect rents, tolls and excises. Exclusive of any levies authorized by statute to be made beyond charter tax rate limitation, the annual ad valorem tax levy shall not exceed one-half percent of the valuation of all real and personal property subject to taxation in the City, except that an additional two-tenths of one percent, 2 mills on the dollar, may be levied for sewer, water and street improvements, but this latter shall in no way be construed as limitation on the issuance of bonds for water or sewer purposes. An additional thirty-nine thousandths (39/1000) of one percent, 0.39 mills on the dollar, or less, may be levied annually for the operation, maintenance and any other expenses for the public library in the City of Wyoming or for capital improvements in public parks in the City of Wyoming.

- (a) *Sidewalk snowplowing and maintenance levy.* The city shall have the power to levy an additional 2/100 of one percent, 0.2 mills on the dollar for the purpose of snowplowing sidewalks and to repair and construct sidewalks within the city.
- (b) *Public transportation levy.* An additional twenty-five thousandths (25/1000) of one percent (1%), a 0.25 mills on the dollar, or less, may be levied annually for use for public transportation. (This subsection shall expire on June 30, 2000).
- (c) *Parks, recreation and senior citizens centers levy.* An additional fifteen-hundredths of one percent, 1.5 mills on the dollar, or less, may be levied annually for use for the operation, maintenance and any other expenses for parks, recreation and senior citizens centers.
- (d) *Fire department levy.* An additional seventy-five-thousandths of one percent, 0.75 mills on the dollar, may be levied annually for the operation, maintenance and other expenses of the Fire Department.
- (e) *Police department levy.* An additional one hundred-twenty-five-thousandths of one percent, 1.25 mills on the dollar, may be levied annually for the operation, maintenance and other expenses of the Police Department.
- (f) *Public Safety levy.* An additional one hundred-twenty-five thousandths of one percent, 1.25 mills on the dollar, may be levied annually for public safety for the operation, maintenance and administration of police and fire services.
- (g) *Fire, law enforcement and first responder levy.* An additional one-hundred-fifty-thousandths of one percent, 1.50 mills on the dollar, may be levied annually for public safety including fire services, police and law enforcement services, and first responder services.

- 3. The proposal for this City Charter amendment shall be placed on the ballot for the May 2, 2023 special election as follows:

PROPOSAL TO INCREASE PROPERTY TAXATION FOR PUBLIC SAFETY

Shall section 9.1 of the Charter of the City of Wyoming be amended by adding subsection (g) to state as follows?

“1.50 mills on the dollar (\$1.50 per \$1,000 of taxable value) for public safety including fire services, police and law enforcement services, and first responder services.”

This is an increase in the City of Wyoming’s property taxation of 1.50 mills (\$1.50 per \$1,000 of taxable value).

If approved and levied, the amount of revenue raised by the levy in the first year is estimated as \$3,863,734.28. A portion of this amount (\$749.96) will be captured by the Wyoming Brownfield Redevelopment Authority and a portion of this amount (\$6,388.89) will be captured by the Downtown Development Authority of the City of Wyoming.

- 4. The City Clerk and City Attorney are authorized and directed to send a copy of this resolution to the governor and to the attorney general for approval of the proposed charter amendment and ballot proposal.
- 5. The City Clerk and City Attorney are authorized and directed to publish the full text of the proposed charter amendment together with the existing City Charter section 9.1 in at least one edition of *The Grand Rapids Press* and to take all other steps to ensure the proposal is placed on the ballot and notices provided as required by the City Charter; the home rule city act, 1909 PA 279, MCL 117.1 *et seq.*; the Michigan election law, 1954 PA 116, MCL 168.1 *et seq.*; and any other applicable law.
- 6. 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 October 17, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 11, 2022
Subjects: Proposed Amendment to Charter §9.1 for Additional Millage Levy
From: Scott Smith, City Attorney
Meeting Date: October 17, 2022

RECOMMENDATION:

Adopt the Resolution Adopting and Proposing Elector Approval of an Amendment to the City Charter to Provide for Levy of Additional Property Tax at the May 2, 2023 Special Election to Support Fire Services, Police and Law Enforcement Services and First Responder Services.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Public safety is a priority of citizens, businesses, and Council Members.

Safety – Additional police and fire personnel are needed to provide law enforcement, fire prevention and suppression, and first responder services needed in the city without undue reliance on other communities.

Stewardship – Additional funding is essential to hiring additional police and fire personnel.

BUDGET IMPACT:

If approved by the electors, the proposed City Charter amendment will provide an estimated \$3,863,734.28 of additional funding in the first year.

DISCUSSION:

The City Council has determined that hiring additional police and fire personnel is essential to maintaining public safety, as well as the safety of police officers and firefighters. The combined effect of the Headlee and Proposal A amendment to the Michigan Constitution limit the maintenance and growth of local revenues that, together with community growth, have limited the city's ability to provide police and fire personnel sufficient to meet the community's needs.

If approved by the electors, the additional funds would be limited to providing for fire services, police and law enforcement services, and first responder services. The City Council has agreed the added revenues from this 1.5 mill increase in the property tax levy will be used to hire police officers and fire fighters.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
EXECUTE AN EMPLOYMENT AGREEMENT WITH THE
DIRECTOR OF PARKS AND RECREATION

WHEREAS:

1. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
2. The City Manager desires to appoint Krashawn Martin as the Director of Parks and Recreation and recommends City Council approve the employment agreement the City Manager has negotiated.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

ATTACHMENT:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING
EMPLOYMENT AGREEMENT – DIRECTOR OF PARKS AND RECREATION

This Employment Agreement with Krashawn Martin is made as of October 18, 2022, was approved by the City Council on October 17, 2022, and is to be effective on October 18, 2022, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Krashawn Martin, an individual whose current home address is as provided the employment application (**Employee**).

1. TERM. City employs and appoints Employee as its Director of Parks and Recreation effective on October 18, 2022. Employee acknowledges that the Director of Parks and Recreation serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time.

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

3. SERVICE DATE. Employee's date of service with the City shall be effective July 24, 2017. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

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

A. On January 1, 2023, and annually thereafter, the Employee shall be credited with 160 hours of vacation until such time as the Administrative and Supervisory Association department head vacation schedule applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wyoming

Krashawn Martin

By: _____
Curtis L. Holt, City Manager

Date signed: _____, 2022

Date signed: _____, 2022

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO
EXECUTE AN EMPLOYMENT AGREEMENT WITH THE
DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

WHEREAS:

1. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
2. The City Manager desires to appoint Nicole Hofert as the Director of Community and Economic Development and recommends City Council approve the employment agreement the City Manager has negotiated.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Manager is authorized to execute an employment agreement with the Director of Community and Economic Development.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

ATTACHMENT:
Employment Agreement

Kelli A. VandenBerg, Wyoming City Clerk

CITY OF WYOMING
EMPLOYMENT AGREEMENT – DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

This Employment Agreement with Nicole Hofert is made as of October 18, 2022, was approved by the City Council on October 17, 2022, and is to be effective on October 18, 2022, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and Nicole Hofert, an individual whose current home address is as provided the employment application (**Employee**).

1. TERM. City employs and appoints Employee as its Director of Community and Economic Development effective on October 18, 2022. Employee acknowledges that the Director of Community and Economic Development serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time.

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

3. SERVICE DATE. Employee's date of service with the City shall be effective April 30, 2018. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the effective date of this Agreement.

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

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

A. On January 1, 2023, and annually thereafter, the Employee shall be credited with 160 hours of vacation until such time as the Administrative and Supervisory Association department head vacation schedule applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Wyoming

Nicole Hofert

By: _____
Curtis L. Holt, City Manager

Date signed: _____, 2022

Date signed: _____, 2022

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming has requested to serve as the host agency for the "Kent County Overtime Distracted Driving, Impaired, Seat Belt and Speed Enforcement Traffic Enforcement" grant, as appointed by the State of Michigan, Office of Highway Safety Planning.
2. The City of Wyoming would accept and reimburse \$153,270 in grant funds designated for overtime patrols and radar signs to enforce safety restraint and operating while intoxicated violations, speed enforcement, and distracted driving to five agencies participating in the Task Force.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

Kelli A.VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Budget Detail Reports
OHSP Grant

CITY OF WYOMING BUDGET AMENDMENT

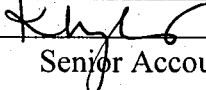
Date: October 17, 2022

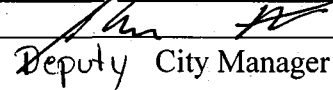
Budget Amendment No. 045

To the Wyoming City Council:

A budget amendment is requested to appropriate \$153,270 of additional budgetary authority to provide funding for the Kent County DUI, Seat Belt, and Speed Overtime Traffic Enforcement grant and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Federal Grants-OHSP Strategic Traffic Enf				
101-505.003	129,839.00	153,270.00		283,109.00
Police - OHSP Strategic Traffic Enf - Salaries-Uniform OT Salaries				
101-305-31506-709.000	-	19,996.00		19,996.00
Police - OHSP Strategic Traffic Enf - FICA				
101-305-31506-715.000	-	1,530.00		1,530.00
Police - OHSP Strategic Traffic Enf - Workers Comp Insurance				
101-305-31506-719.000	-	264.00		264.00
Police - OHSP Strategic Traffic Enf - Operating Supplies Equipment				
101-305-31506-740.300	-	4,999.00		4,999.00
Police - OHSP Strategic Traffic Enf - Grand Rapids Distribution				
101-305-31506-956.520	-	36,504.00		36,504.00
Police - OHSP Strategic Traffic Enf - Kentwood Distribution				
101-305-31506-956.522	-	31,866.00		31,866.00
Police - OHSP Strategic Traffic Enf - Walker Distribution				
101-305-31506-956.523	-	28,453.00		28,453.00
Police - OHSP Strategic Traffic Enf - Kent County Distribution				
101-305-31506-956.525	-	29,658.00		29,658.00
Fund Balance/Working Capital (Fund 101)		\$ -	\$ -	

Recommended: 
Senior Accountant


Deputy 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: October 11, 2022

Subject: 2023 Office of Highway Safety and Planning Grant Acceptance

From: Lieutenant Rory Allen, Wyoming DPS Admin Services

Meeting Date: October 17, 2022

RECOMMENDATION:

It is recommended City Council authorize acceptance of the 2023 Michigan Office of Highway Safety and Planning (OHSP) Traffic Grant in the amount of \$153,270.

COMMUNITY, SAFETY, STEWARDSHIP:

The Michigan Office of highway safety provides grants to law enforcement agencies for focused traffic enforcement on various dates throughout the year. Enforcement dates are set during the year to enforce a variety of traffic laws related to Distracted Driving, Impaired Driving, Seat Belts, and Speed Enforcement. The grant allows agencies to utilize overtime to place officers on the road to specifically focus on deterring and enforcing these offenses. The 2022 OHSP grant also provides funds for agencies to purchase speed radar signs to assist in managing traffic. The grant as budgeted this year would provide 350 hours of overtime to the Wyoming Department of Public Safety for enforcement.

DISCUSSION:

The Wyoming Department of Public Safety has participated in the OHSP grant for a number of years. Wyoming DPS administers this grant for the Grand Rapids Police Department, Kentwood Police Department, and Walker Police Department. Grant hours are assigned to each agency which is then reimbursed for overtime hours through OHSP grant funds. Agencies wishing to purchase a speed radar sign are also able to purchase the sign then submit for reimbursement through the grant.

The grant is overseen by Michigan OHSP via an online reporting system. Participating agencies are required to document and report enforcement activity to Wyoming DPS who then submits the activity to OHSP for reimbursement. Scheduled enforcement would begin in December of 2022 and continue until September of 2023 under this grant.

The grant application has been approved through the Michigan Office of Highway Safety Planning as of September 30, 2022.

BUDGET IMPACT:

The total amount allocated for this grant is \$153,270.00. \$133,274.00 is for allocated for overtime wages and \$19,996.00 is allocated for equipment (speed radar signs). Wyoming DPS is budgeted for 350 hours of enforcement at overtime wages totaling \$21,789. There is an additional \$5000 budgeted for Wyoming DPS to purchase a speed radar sign. The remaining grant funds are budgeted for the other involved agencies for overtime wages and speed radar signs.

A budget amendment for this grant has been completed by the finance department.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 30, 2022

Mr. Rory Allen
Wyoming Department of Public Safety
2300 DeHoop Ave SW
Wyoming, Michigan 49509

Dear Mr. Allen,

The Michigan Office of Highway Safety Planning (OHSP) has approved \$153,270.00 in federal funds for Highway Safety Project grant number PT-23-22, "Kent County Overtime Distracted Driving, Impaired, Seat Belt, and Speed Enforcement.," for the grant period October 01, 2022, through September 30, 2023.

This grant is approved with the following conditions:

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation meeting is required and will be scheduled by your OHSP grant coordinator.
3. Financial reports are due: **Quarterly**
Progress reports are due: **One (1) report due October 30th**
4. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.
5. The following special conditions apply to this grant project:
If they decide to purchase speed measurement signs, a special condition will be added.
6. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

If you have any questions regarding your grant, please contact your OHSP grant coordinator, Pat Eliason at (517) 897-7929. We look forward to working with you during the course of the project.

Sincerely,

A handwritten signature in cursive script that reads "Katie Bower".

Katie Bower, Acting Director
Office of Highway Safety Planning

cc: Mr. Curtis Holt
Jodi Yenchar

OHSP-31 (6/2022) PAGE 1A - FOR OHSP USE ONLY	FISCAL YEAR 2023
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PROJECT TITLE Kent County Overtime Distracted Driving, Impaired, Seat Belt, and Speed Enforcement	GRANT NUMBER PT-23-22
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APPLICANT Wyoming Department of Public Safety	GRANT PERIOD 10/01/22 through 09/30/23
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APPROVED BUDGET SUMMARY

COST CATEGORY	FEDERAL	NON-FEDERAL	TOTAL
PERSONNEL COSTS	\$133,274	\$0	\$133,274
CONTRACTUAL SERVICES COSTS	\$0	\$0	\$0
OPERATING COSTS	\$0	\$0	\$0
EQUIPMENT COSTS	\$19,996	\$0	\$19,996
INDIRECT COSTS	\$0		\$0
TOTAL APPROVED COSTS	\$153,270	\$0	\$153,270

FUNDING

FUNDING SOURCE	CFDA #	AMOUNT	FAIN(s)
BIL: Section 402 NHTSA Funds	402-20.600	\$153,270	69A37522300004020MIO

OHSP APPROVAL

SIGNATURE	TITLE	DATE APPROVED
	Division Director	09/30/22

Application Information

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
NOTE: Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Completion of this page is required for application submission.**

Project Information

Instructions

- Enter the specified information about the proposed project.
- Activity Dates must be within the Office of Highway Safety Planning Grant Cycle (October 1st - September 30th).
- Enforcement grants must specify the following additional information:
 - Type of enforcement
 - If the proposed project includes multiple agencies
 - If the proposed project includes part-time officers

* Project Title *Kent County Overtime Distracted Driving, Impaired, Seat Belt, and Speed Enforcement.*

* Activity Dates Start Date 10/1/2022 End Date 9/30/2023

* Grant Type Highway Safety Truck Safety

* Project Type Enforcement Non-Enforcement

* Enforcement Type Traffic Pedestrian & Bicycle Other (Specify)

* Multiple Agencies? Yes No

* Part-Time Officers? Yes No

* OHSP Program Coordinator *Ms. Pat Eliason*

Area(s) Served

Instructions

- Select applicable counties in which the project will operate.
- Select **Statewide** if the project will operate across the whole state in every county.
- At least one (1) selection is required.

* Counties of Operation

Statewide	Alcona	Alger	Allegan	Alpena	Antrim
Arenac	Baraga	Barry	Bay	Benzie	Berrien
Branch	Calhoun	Cass	Charlevoix	Cheboygan	Chippewa
Clare	Clinton	Crawford	Delta	Dickinson	Eaton
Emmet	Genesee	Gladwin	Gogebic	Grand Traverse	Gratiot
Hillsdale	Houghton	Huron	Ingham	Ionia	Iosco
Iron	Isabella	Jackson	Kalamazoo	Kalkaska	Kent <input checked="" type="checkbox"/>
Keweenaw	Lake	Lapeer	Leelanau	Lenawee	Livingston
Luce	Mackinaw	Macomb	Manistee	Marquette	Mason
Mecosta	Menominee	Midland	Missaukee	Monroe	Montcalm

Montmorency
Ontonagon
Roscommon
Shiawassee

Muskegon
Osceola
Saginaw
Tuscola

Newaygo
Oscoda
St. Clair
Van Buren

Oakland
Otsego
St. Joseph
Washtenaw

Oceana
Ottawa
Sanilac
Wayne

Ogemaw
Presque Isle
Schoolcraft
Wexford

Problem Statement

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
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- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
NOTE: Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Completion of this page is required for application submission.**

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

Instructions:

- Describe the traffic safety problem or deficiency that the proposed project is intended to correct.
- Identify the data, statistics or facts relevant to the problem.
- Use the most recent information possible. State the purpose of the project and the overall goal.
- Explain how you propose to solve the problem. Your solution should show a logical relationship to the problem.
- Indicate how the project will be evaluated.

* Problem Statement:

According to comprehensive research from the National Highway Traffic Safety Administration (NHTSA), 94 percent of all crashes are the result of driver error.

The U.S. Code: Title 23: Section 404 requires a statewide, high-visibility special traffic enforcement program (STEP) for impaired driving and occupant protection and that emphasizes publicity during three campaigns – impaired driving in December, occupant protection in May, and impaired driving in August.

Distracted driving represents a dangerous behavior on today's roadways. The National Highway Traffic Safety Administration (NHTSA) defines distracted driving as anything that diverts the driver's attention from the primary tasks of driving the vehicle and responding to critical events, anything that takes the driver's eyes off the road (visual distraction), hands off the wheel (manual distraction), or mind off the driving task (cognitive distraction).


Michigan traffic crash data from 2016-2020 identified the high number of people seriously injured or killed where the crash was coded as alcohol-involved and/or drug-involved, or the occupants were in passenger vehicles and the crash was coded as no belts used or child restraint not used/used improperly, or the crashes included at least one driver was speeding, or the crashes that are coded as driver distraction.

An evaluation of fatal and serious injuries will be conducted and included as part of the final progress report.

Traffic safety campaigns are most successful when accompanied by public information. The Wyoming Department of Public Safety will be used to request that OHSP develop and assist with the distribution of public information materials on their behalf to enhance the enforcement campaigns.

Goals & Activities

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next application form, you may use the Next Form navigation button at the bottom of the page.
NOTE: Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Only one goal per page is allowed. Multiple activities are allowed for each goal; however, each goal must be entered on separate pages. To enter additional goals:**
 - Click the **ADD** button at the top of the page and complete the blank form.
 - After the second page has been **SAVED**, a folder icon followed by a right arrow icon  will appear next to the Goals & Activities menu item in the left navigation menu.
 - Clicking the arrow next to the folder will display a sub-menu containing the list of the pages that have already been entered.
 - Click one of the links in the sub-menu to **access a page**.
- **Completion of at least one instance of this page is required for application submission.**

Anticipated Project Goals & Activities

Instructions

- List an anticipated goal and/or outcome for the proposed project.
- Describe activities to be performed by the applicant agency to reach anticipated goal and/or outcome.
- Provide a date of anticipated activity completion.
- Goals serve as the foundation upon which the project is built. Use the **SMART** model. Goals must be **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime bound.

Anticipated Goal

* Goal

Prevent an increase in the number of traffic fatalities by 2.2 percent from 55 in 2020 to 56 and suspected serious injuries by 11.5 percent from 391 in 2020 to 436 by September 30, 2023.

Project Activity

*** Activities**

Project Activity 1: Each grant-funded agency will conduct grant-funded overtime traffic enforcement details between the following mandatory enforcement periods:

- *December 1, 2022-February 28, 2023 (speed enforcement)*
- *December 16, 2022-January 1, 2023 (impaired driving enforcement)*
- *May 15-June 4, 2023 (seat belt enforcement)*
- *July 1-30, 2023 (impaired driving, seat belt, and speed enforcement)*
- *August 10-September 4, 2023 (impaired driving enforcement)*

Each grant-funded agency may conduct enforcement details between the following elective enforcement periods:

- *November 21-27, 2022 (impaired driving enforcement)*
- *April 1-30, 2023 (distracted driving enforcement)*

Officers will stop vehicles for hazardous moving violations and take appropriate enforcement action each week during the enforcement periods.

Project Activity 2: Each grant-funded agency will promote enforcement efforts by utilizing public information materials provided by OHSP through September 30, 2023.

Project Activity 3: As applicable, each grant-funded agency will report required enforcement activity by the following dates:

- *December 5, 2022*
- *January 9, 2023*
- *March 7, 2023*
- *May 8, 2023*
- *June 12, 2023*
- *August 6, 2023*
- *September 11, 2023*

Activity 4: Three bids will be requested for speed monitoring signs and provided to the OHSP no later than November 1, 2022.

Activity 5: Speed monitoring signs will be purchased by November 30, 2022.

Activity 6: Speed monitoring signs will be deployed during speed enforcement periods and no later than September 30, 2023.

*** Date of Anticipated Activity Completion**

9/30/2023

Personnel - Overtime

Instructions

- All fields marked with a red asterisk (*) are required.
- After completing all required fields, click **SAVE** to store the information on this page.
- To clear all information on this page, click **DELETE**.
- To navigate to the next budget line item form, you may use the Next Form navigation button at the bottom of the page.
NOTE: Using the navigation buttons at the bottom of the page will automatically **SAVE** the page.
- **Only one overtime personnel position should be entered on each page. To enter additional pages:**
 - Click the **ADD** button at the top of the page and complete the blank form.
 - After the second Overtime page has been **SAVED**, a folder icon followed by a right arrow icon will appear next to the Overtime menu item in the left-navigation menu.
 - Clicking the arrow will display a sub-menu containing the list of the pages previously completed.
 - Click one of the links to **access a page**.
- The total requested amount on each page must be greater than \$0. Click **DELETE** to remove this page if this budget category is not applicable to the proposed project.

Budget Category: Personnel - Overtime Salaries & Wages

Instructions

- For all funded project personnel of positions, enter the overtime information as described below.
- Include each employee classification separately, and identify the employee's function in relationship to the grant.
- Enter the hourly rate of pay and total number of hours worked and/or percentage of time to calculate the total Federal/State amount to be charged to the grant.

Personnel Overtime Salaries & Wages

* Position Title and/or Description	* Hours	* Hourly Rate		
Wyoming Department of Public Safety	350.00	\$57.13		
			<u>Federal/State</u>	<u>Local Match</u>
Overtime Salaries & Wages Expenses			\$19,996	\$
				Total
				\$19,996

Personnel Overtime Fringe Benefits

Instructions

- Specify whether fringe benefits are associated with the position.
- If applicable, enter the specified information about fringe benefits as they apply to the position.
- For each benefit type, enter the rate for the specified position to calculate the total overall rate.
NOTE: Expenditures for fringe benefits are limited for projects that include overtime to only those costs that increase as a result of the overtime, usually FICA, workers compensation and retirement.
- The total overall rate is total fringe benefits divided by total wages.
NOTE: Use the example below to see how the salary & wages, fringe benefits, and overall rate are calculated with sample data.

Calculate Total Overtime Wages (\$)

- Overtime Wages: \$20.00 x 20 hours = \$400.00
- Total Overtime Wages = \$400.00

Calculate Total Fringe Benefits (\$)

- FICA Rate: 7.65%
 - .0765 x \$400 = \$30.60
- Worker Compensation Rate: 2.34%
 - .0234 x \$400 = \$9.36
- Retirement Rate: 1.45%
 - .0145 x \$400 = \$5.80
- Total Fringe Benefits:
 - \$30.60 + \$9.36 + \$5.80 = \$45.76

Calculate Overall Fringe Benefits Rate (%)

- Overall Rate:
 - \$45.76 ÷ \$400 = .1144
 - .1144 x 100 = 11.44%

* Are there Fringe Benefits expenses associated with this position? YES NO

* Select all fringe benefits that apply to this position to be included in the requested grant funds amount.

	Benefit Type	Rate (%)	Federal/State
<input checked="" type="checkbox"/>	FICA	7.6500	\$1,529.66
<input checked="" type="checkbox"/>	Workers Compensation	1.3200	\$263.94
	Retirement		\$0.00
	Unemployment Insurance	N/A	\$0.00
	Insurances	N/A	\$0.00
	Other		\$0.00

Overall Totals

8.97%

\$1,793.60

* If the overall rate is greater than 40%, an explanation and supporting documentation are required.

	<u>Federal/State</u>	<u>Local Match</u>	<u>Total</u>
Overtime Fringe Benefits Expenses	\$1,794	\$	\$1,794

Personnel - Overtime Expense Request

	<u>Federal/State</u>	<u>Local Match</u>	<u>Total</u>
\$19,996			
\$0			
\$19,996			
Overtime Expense Request			
\$1,794			
\$0			
\$1,794			
Fringe Benefits Expense Request			
\$21,789			
\$0			
\$21,789			
			Total

Budget Summary

Instructions

- This is a **view-only** page that displays an overview of values entered on each individual budget page.
- If any changes are made to the budget pages after the initial first load of this page, this page must be revisited to obtain and store updated budget values before document submission.
- This page automatically saves upon each page load to store updated budget values; no **SAVE** button is needed.

Budget Request Summary

Instructions

- Review all of the information in the summary table below.
- If data looks incorrect, return to the necessary budget page(s) and adjust values as needed.
- The total State Grant Funds amount requested must be greater than \$0.

FEIN 38-6006933	STARTING DATE 10/1/2022	ENDING DATE 9/30/2023	FISCAL YEAR 2023
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Line Item Summary

Line Items	Federal/State	Local Match	Total
Personnel - Salaries & Wages	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0
Personnel - Overtime	\$108,460	\$0	\$108,460
Personnel - Overtime Fringe Benefits	\$24,814	\$0	\$24,814
Contractual Services	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies & Operating	\$0	\$0	\$0
Equipment	\$19,996	\$0	\$19,996
Indirect	\$0		\$0
Total	\$153,270	\$0	\$153,270

Cost Category Summary

Cost Category Function Title	Federal/State	Local Match	Total
Personnel Costs	\$133,274	\$0	\$133,274
Contractual Service Costs	\$0	\$0	\$0
Operating Costs	\$0	\$0	\$0
Equipment Costs	\$19,996	\$0	\$19,996
Indirect Costs	\$0		\$0
Total	\$153,270	\$0	\$153,270

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS:

1. The City of Wyoming Department of Public Safety applied for the 2022 Edward Byrne Memorial Justice Assistance Grant and was awarded \$32,002 to be used toward the procurement of equipment, technology, and other items directly related to basic law enforcement functions.
2. The City Council for the City of Wyoming held a public hearing on Monday August 15, 2022, at 7:01 p.m. for the purpose of receiving public comment regarding the use of the 2022 Edward Byrne Memorial Justice Grant Funds for program activities.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Wyoming accepts the Edward Byrne Memorial Justice Assistance Grant funds in the amount of \$32,002.00.
2. That Police Captain Timothy Pols serve as the Project Director responsible for equipment procurement and yearly status reports to be submitted to the Bureau of Justice Assistance.
3. That Amy Berridge serve as the Financial Manager responsible for the quarterly financial reports to be submitted to the Bureau of Justice Assistance.
4. That the attached budget amendment is approved.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report

Resolution No. _____

STAFF REPORT

Date: October 11, 2022

Subject: 2022 Edward Byrne Memorial Justice Assistance Grant Award Acceptance

From: Captain Timothy Pols

Meeting Date: October 17, 2022

RECOMMENDATION:

It is recommended City Council Authorize acceptance of the 2022 Edward Byrne Memorial Justice Assistance Grant Award in the amount of \$32,002. It is further recommended that Police Captain Timothy Pols be appointed to serve as the Project Director responsible for equipment procurement and yearly status reports to be submitted to the Bureau of Justice. Finally, it is recommended that Council appoint Amy Berridge to serve as the Financial Manager responsible for the quarterly financial reports to be submitted to the Bureau of Justice Assistance.

COMMUNITY, SAFETY, STEWARDSHIP:

The Edward Byrne Memorial Justice Assistance Grant, which we refer to as the Byrne Grant, is a federal grant meant to assist law enforcement with technology, equipment, or programs that an agency could not otherwise afford or fully fund. We have participated in this grant for the last many years. This year, the Department of Public Safety—Police has been awarded \$32,002 in Byrne Grant funds. There is no required match, and the money allows us to implement technology and deploy equipment not otherwise funded. The grant requires an appointed Project Director and Financial Manager.

DISCUSSION:

On August 1, 2022, City Council granted approval for staff to submit the 2022 Edward Byrne Memorial Justice Assistance Grant request. A public hearing was held on this matter on August 15, 2022. Public Safety staff was recently notified that we were awarded this grant in the amount of \$32,002. Council approval is necessary in order to accept these funds.

BUDGET IMPACT:

There is no negative budget impact to this action. A budget amendment is required.

RESOLUTION NO. _____

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

WHEREAS:

1. The 62-A District Court applied for an additional Michigan Veterans Treatment Court grant in the amount of \$130,932.00, that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$130,932.00 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$130,932.00 from the Michigan Veterans Treatment Court Grant.
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the State Court Administrators Office.
3. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Grand Award Letter

Resolution No. _____

STATE OF MICHIGAN



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

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

COURTNY CARDOSA
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

October 3rd, 2022

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

RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant

Recommendation:

It is recommended that the City Council accept the amount of \$130,932.00 from the SCAO - Michigan Veterans Treatment Court Grant that will be used toward the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

Over the past eight years The Council has been in full support of the Veterans Treatment Court. The program continues to assist 20-25 veterans within the next several months. This is the only such program in Kent County. The program is financially supported via a State Court Administrators Office grant, Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

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

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

Budget Amendment:

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



Michigan Supreme Court

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

Thomas P. Boyd
State Court Administrator

September 27, 2022

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

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

Dear Chief Judge Cortes:

I am pleased to inform you that your court has been awarded a grant in the amount of \$130,932 (of which \$50,000 is for Prescription Compliance Oral Fluid Testing) from the Michigan Veterans Treatment Court Grant Program administered by the State Court Administrative Office. This award is for the grant period October 1, 2022, through September 30, 2023.

Your court's fiscal year 2023 contract will be e-mailed from DocuSign to your project director, Anthony Torres. Signed contracts must be returned by December 16, 2022. The budget, based on your court's actual award, must be updated in WebGrants by November 10, 2022. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

The Michigan Supreme Court and SCAO greatly appreciate your efforts and passion for these life-saving court programs. Thank you for making a positive difference in so many lives.

As a reminder, SCAO transitioned away from a competitive grant process this year, focusing instead on funding yearly fixed costs and inflationary increases with an emphasis on grant utilization. This approach ensures all problem-solving courts in Michigan can maintain services and assist participants. Each year we receive grant requests that greatly exceed the total

September 27, 2022

Page Two

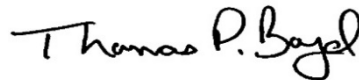
amount spent in the preceding fiscal year and available funding for awards to courts. I assure you that we make every effort to fully fund reasonable grant requests. It is our hope that these changes will create reliability when budgeting in your court.

Please also keep in mind that we will continue to consider reallocations throughout the fiscal year. If you find that additional funding is needed to support your program during fiscal year 2023, please make a request through the WebGrants system. If you are not able to spend all of your grant award, please notify us as soon as possible so that we may transfer a portion of your grant award to a program with additional need.

To assist with grant utilization, SCAO has eliminated certain spending caps this year and expanded the list of allowable expenses so that courts have more discretion in managing their problem-solving court programs.

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

Sincerely,



Thomas P. Boyd
State Court Administrator

cc: Andrew Smith, Problem-Solving Courts Manager
Julia Norton, SCAO Region V Administrator
Christopher Kittmann, Court Administrator
Anthony Torres, Project Director

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. AND TO AUTHORIZE THE RELATED BUDGET
AMENDMENT 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 AAAWM have an established contract, contract number 51.98, to provide transportation assistance services for the period of October 1, 2022 ending September 30, 2025, subject to annual funding availability.
3. The City of Wyoming has applied to obtain annual funding under said contract effective October 1, 2022 through September 30, 2023.
4. The Board of Directors of AAAWM voted to award \$11,000 as the annual funding amount to the City of Wyoming to provide transportation services for older adults for the period ending September 30, 2023.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the Mayor and City Clerk to execute the Contract Amendment, 51.98-FY2023, 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 \$11,000.
2. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract Amendment

Resolution No. _____

STAFF REPORT

Date: October 10, 2022

Subject: Wyoming Senior Center Go! Bus Transportation Assistance Program

From: Chad Boprie, Recreation Programmer II

CC: Lynn Clark, Recreation Supervisor
Krashawn Martin, Acting Director of Parks and Recreation

Meeting Date: October 17, 2022

RECOMMENDATION:

It is recommended the City Council authorize the Mayor to sign the submission of the City of Wyoming grant proposal application for funding under the FY 2023 Older Americans Act (OAA) for the Wyoming Senior Center's Go! Bus Transportation Assistance Program and to further authorize the Mayor to sign the application's Assurance of Compliance with the Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Drug Free Workplace Act of 1988. The grant is administered by the Area Agency on Aging of Western Michigan (AAAWM) and the amount requested is \$11,000.00 per fiscal year.

COMMUNITY. SAFETY. STEWARDSHIP:

The City is committed to providing leisure and recreation opportunities by developing and maintaining green spaces, facilities, and programs to enrich the quality of life for residents. Providing access to transportation services for disabled older adults supports a community in which residents can thrive.

DISCUSSION:

The City of Wyoming has been awarded OAA transportation assistance grant funds for over 30 years allowing the WSC to provide Go Bus! Tickets at a discounted rate to older adults in our community and surrounding areas. This grant serves approximately 80 individuals each year and allows them greater access to their community, medical appointments, and activities which improve their quality of life. Eligible grant participants historically have paid the recommended donation amount allowing us the ability to purchase additional Go Bus! Tickets to further extend the program.

BUDGET IMPACT:

The City of Wyoming has been awarded the requested funds and requesting City Council for approval and will increase the City's budget by \$11,000.

Pending approval of a budget amendment, sufficient funds will be available in account 208-752-75800-956.200.

ATTACHMENTS: FY23 OAA Business Associate Agreement, FY23 OAA Full Contract

AREA AGENCY ON AGING OF WESTERN MICHIGAN BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is being entered into between the **Area Agency on Aging of Western Michigan, Inc. (AAAWM)** (“Covered Entity”) located at 3215 Eaglecrest Dr NE, Grand Rapids, MI 49525, and **City of Wyoming** (“Business Associate”) located at 1155 - 28th Street SW, Wyoming, MI 49509 to facilitate compliance with the Privacy and Security Rules. It is also being entered into between the parties to facilitate compliance with the HITECH Amendment to HIPAA. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Business Associate

“Business Associate” means the person or entity described in the first paragraph of this Agreement.

1.2 CFR

“CFR” means the Code of Federal Regulations.

1.3 Covered Entity

“Covered Entity” means the Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan nonprofit corporation.

1.4 Designated Record Set

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

1.5 Electronic Health Record

“Electronic Health Record” (EHR) means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

1.7 HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.7.1 Omnibus Final Rule

“Omnibus Final Rule” means the changes to HIPAA made by the Department of Health and Human Services (DHHS) 45 CFR parts 160 and 164.

1.8 Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.9 Privacy Rule

“Privacy Rule” means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.10 Protected Health Information

“Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

1.11 Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.12 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his/her designee.

1.13 Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

1.14 Security Rule

“Security Rule” shall mean the security standards and implementation specifications at 45 CFR Part 160 and Part 164, subparts A and C.

Article 2

Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that pursuant to the HITECH Amendment and Omnibus Final Rule, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment and Omnibus Final Rule, including, but not limited to, the following: Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer, Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules, Business Associates shall train its workforce regarding the Privacy and Security Rules, Business Associate shall enter into a privacy/security agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI, and Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

In addition, Business Associate agrees to the following in connection with the breach notification requirements of the HITECH Amendment and Omnibus Final Rule:

- (a) If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is

known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured PHI has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

- (b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- (c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity. Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- (d) Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that the Plan may report breaches to the Secretary in accordance with 45 CFR 164.408.

2.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, maintained, transmitted or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic PHI.

2.7 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.8 Business Associate agrees to make any amendment(s) to Protected Health information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526 at the written request of Covered Entity or an Individual. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Following receipt of a written request by Covered Entity, Business Associate agrees to make internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, created, maintained or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, or effective as of such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.11 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, or effective as of such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities, consistent with 45 CFR 164.502(j)(1).

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Article 5

Term and Termination

5.1 Term

This Agreement shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2, when the underlying service agreement between the parties terminates, or as of such other date as agreed to by the parties in writing. However, the protections in Section 5.3 shall survive termination of the Agreement and continue as specified in Section 5.3.

5.2 Termination for Cause

Upon either party's knowledge of a material breach of this Agreement by the other party (the "breaching party"), the first party shall either:

Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within a reasonable time, as specified by the first party;

Immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or

If neither termination nor cure are feasible, the first party shall report the violation to the Secretary.

5.3 Effect of Termination

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information, which shall be for a period of at least six years, consistent with 45 CFR 164.316.

Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Covered Entity:

Area Agency on Aging of Western Michigan, Inc.
Contact Person: HIPAA Privacy Officer – Suzanne Filby-Clark
3215 Eaglecrest Dr NE
Grand Rapids, MI 49525

Business Associate:

City of Wyoming
Contact Person: _____
1155 - 28th Street SW
Wyoming, MI 49509

6.2 Regulatory References

A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the privacy and security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.

6.6 Successors

This Agreement is binding on each party's legal successors.

6.7 Indemnification

Business Associate agrees to indemnify and hold harmless Covered Entity and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorney's fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity agrees to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorney's fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity, or agents of Covered Entity, in violation of this Agreement.

6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Area Agency on Aging of Western Michigan, Inc.
(Covered Entity)

By Jackie O'Connor
Jackie O'Connor, Executive Director

Dated: 9-5-22

And
City of Wyoming
(Business Associate)

By _____ Dated: _____

Title: _____

Approved as to form



Scott G. Smith, City Attorney

Date: 10-11-2022

FY 2023 - 2025
CONTRACT FOR SERVICES TO OLDER ADULTS
UNDER TITLE III OF THE OLDER AMERICANS ACT
AND/OR OLDER MICHIGANIANS ACT

This Contract is between the **Area Agency on Aging of Western Michigan, Inc. ("AAAWM")**, a Michigan non-profit corporation, whose address is 3215 Eaglecrest Drive NE, Grand Rapids, Michigan 49525, and **City of Wyoming ("Service Partner")**, a Michigan municipality, whose address is 1155 - 28th Street SW, Wyoming, MI 49509.

AAAWM has entered into a contract with the Michigan Department of Health and Human Services Bureau of Aging, community Living and Supports ("ACLS Bureau") for a grant under the Older Americans Act of 1965, as amended (the "Act").

AAAWM now desires to engage Service Partner to render certain service(s), in connection with the ACLS Bureau contract, which are listed on **Attachment II**. These services will assist AAAWM's accomplishment of activities set forth in its approved Area Plan.

AAAWM and Service Partner mutually agree as follows:

1. Authority to Enter Contract

Service Partner assures AAAWM that it possesses legal authority to enter into this Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of Service Partner's governing body authorizing an official representative to execute this Contract. Service Partner agrees to provide AAAWM with evidence it possesses legal authority upon request.

Service Partner certifies that it has not been suspended, excluded or debarred by the U.S. government or the Department of Health and Human Services (DHHS) from receiving federal dollars.

2. Performance and Scope of Services

AAAWM shall administer, and Service Partner shall perform, the services listed on **Attachment II**, which are incorporated into and made a part of this Contract.

Service Partner agrees to be bound by all of the policies, procedures, responsibilities, guidelines, terms, and conditions stated in the *Policies and Procedures Manual* (the "Manual"). Parts of the Manual are restated in this Contract for emphasis. However, the complete Manual, as updated, is incorporated into and made a part of this Contract. Service Partner acknowledges receiving a copy of the Manual. Where the terms of the Manual and Contract conflict, the terms of this Contract control.

Service Partner will establish linkages with other area service providers, including volunteer organizations, for continuity of services especially to address the comprehensive range of needs any service recipient may present.

3. Client Eligibility

All persons who meet the criteria included in the Manual shall be eligible for services under this Contract. Preference will be given to providing services to older individuals with the greatest economic or social needs, with particular attention to low-income minority individuals.

A means test shall not be used to determine eligibility for, denial of, or limitation of services to an older person unless specifically required by state or federal law. Cost sharing by service recipients may be required for services as stated in the Manual.

4. Term

This Contract is for a period beginning on October 1, 2022 and ending on September 30, 2025.

5. Contract Modification

Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if done in writing with the document signed by an authorized person on behalf of AAAWM and Service Partner.

6. Payment

For providing services under this Contract, Service Partner shall receive up to **\$11,000.00 (Eleven thousand and 00/100 dollars)**. Reimbursement will be only for actual, reasonable and allowable costs under the terms of this Contract. Service Partner shall expend any and all payments solely for the purpose(s) specified in this Contract.

AAAWM may set-off against any amounts due under this Contract any amounts which are determined by AAAWM to have been disallowed costs or un-obligated funds under contracts between AAAWM and Service Partner.

The Budgets, stated on Attachment I-A, is incorporated into and made part of this Contract.

7. Local Match

Service Partner agrees to provide Local Match in the amount of **\$1,222.00 (One thousand two hundred twenty-two and 00/100 dollars)**, as shown in the Service Budget, Attachment I-A, dated October 1, 2022.

8. Audits

Service Partner, when receiving more than \$300,000 total federal funding (as a legal entity), shall have an annual financial examination (i.e., audit, review, or agreed upon procedures) performed on Contract operations. Service Partner receiving up to \$300,000 total federal funding shall have a financial examination performed at least every two (2) years on Contract operations.

The purpose of the financial examination shall be to determine the effectiveness of the financial management systems and internal procedures established by the Service Partner to meet the terms of this Contract. Financial examination findings and conclusions will be provided to AAAWM upon request.

Nothing in this section is intended to limit the right of AAAWM, ACLS Bureau, the federal government, or any of their authorized representatives to conduct financial examination of Service Partner's operations at any time and for any reason or for no reason at all.

9. Services Publicized

Services must be publicized to the population Service Partner plans to reach by using means most effective in reaching the target population. Upon request, Service Partner will provide AAAWM with copies of publication and promotional materials including, but not limited to, films, slides, books, reports, including reports, pamphlets, papers and articles. Any promotional materials, including social media, films, slides, books, reports, pamphlets, papers, or articles based on activities receiving support under the Contract shall contain acknowledgement of AAAWM, ACLS Bureau, and funding through State appropriations or the Older Americans Act, and a statement of compliance with Title VI of the Civil Rights Act.

Where activities under this Contract result in a book or other copyrighted material, the author is free to obtain a copyright, but AAAWM and ACLS Bureau reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all such material.

10. Property

Service Partner understands and agrees that title to all equipment and supplies acquired with grant support under this Contract shall remain vested in AAAWM and will never pass or vest in Service Partner. Service Partner agrees to secure prior written permission from AAAWM before any disposition of such equipment or supplies.

11. Recordkeeping

Service Partner agrees to record and maintain data and information about service recipients which are required by AAAWM. At a minimum, data about service recipients shall include the name, age, sex, race, estimated income, limitations of daily living activities, types of services received, and number of units of service received (by service category).

Service Partner agrees to collect statistical fiscal data on a regular basis and to provide fiscal statistical reports at times prescribed by, and in a format acceptable to AAAWM.

12. Access to Records

AAAWM, ACLS Bureau, Department of Community Health, Administration for Community Living (ACL), Controller General of the United States, or any of their authorized representatives shall have the right of access to any books, documents, papers, or other records of Service Partner, in order to make audits, examinations, excerpts, and transcripts, so long as such conforms to the HIPAA Privacy Act of 1974, as amended. The rights of access in this section shall last as long as the records are retained. Service Partner shall retain said records for at least six (6) years after the termination of this Agreement.

13. Confidentiality

Service Partner shall report service recipient information to AAAWM and AAAWM shall have access to the files, as necessary, to administer programs, so long as access conforms to the Privacy Act of 1974, as amended. Information about older persons collected in the conduct of Service Partner's responsibilities shall not be disclosed without the informed written consent of the service recipient or his/her legal representative, unless that disclosure is required by a court order or for program monitoring by authorized agencies. Such agencies are, in turn, bound to protect the confidentiality of service recipient information, and such access shall be in conformity with the HIPAA Privacy Act of 1974, as amended. Referrals to other agencies providing services must also have the service recipient's informed written consent.

14. Conflict of Interest

No officer, employee, or agent of Service Partner who acts in connection with carrying out services under this Contract shall participate in any decision, relating to this Contract, which would affect his/her personal interest or the interest of any corporation/partnership/association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest, direct or indirect, in the Contract or its proceeds.

15. Disclosure of Information

Service Partner shall submit to AAAWM all information requested by AAAWM including the names of persons with an ownership interest or a controlling interest in Service Partner and certain other disclosing entities. Service Partner shall also submit to AAAWM all information requested by AAAWM relating to Service Partner's past business transactions. AAAWM may, at its option, immediately terminate this Contract if Service Partner does not comply with this requirement.

16. General Compliance

Service Partner agrees to observe and comply with all applicable federal, state, county, and local laws, rules,

regulations and licensing standards, all applicable accrediting standards, and any other criteria established by AAAWM, ACLS Bureau, Department of Community Health, ACL, and Controller General of the United States to assure quality of services.

17. Compliance with Civil Rights Laws

Service Partner shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, height, weight, or marital status. Breach of this provision of the Contract by Service Partner shall constitute a material breach of this Contract, and AAAWM shall be entitled to immediately terminate the Contract. Service Partner shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not be limited to, the Elliott-Larson Civil Rights Act, Title VII of the Civil Rights Act of 1964, and any amendments thereto, as they may apply to the performance of the Contract.

18. Safety

Service Partner shall at all times observe and comply with all federal, state and local laws, ordinances rules and regulations which may in any manner affect the safety of equipment or material used in accordance with this Contract, those employed to carry out the work, and the conduct of the work. Service Partner shall indemnify and hold AAAWM harmless against any claim or liability arising from the violation of these provisions.

19. Hold Harmless/Notification of Litigation

Service Partner agrees to indemnify and hold harmless AAAWM and its directors, officers, and employees from all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reasonable attorney fees, resulting from, or arising out of, or in connection with this Contract. The provisions of this paragraph shall not apply to claims, lawsuits, settlements, judgments, costs, penalties and expenses caused by or resulting from the willful or negligent act or omissions of AAAWM, ACLS Bureau or any of their directors, officers or employees.

If Service Partner becomes involved with or is threatened with litigation, Service Partner shall immediately notify AAAWM in writing of the same.

20. Reduction or Termination of Contract

At its election, AAAWM shall have the right to immediately terminate this Contract or reduce the amount paid to Service Partner if:

- (a) there is any alteration or change in the rules, regulations, laws, or policies that AAAWM and/or ACLS Bureau are subject to; or
- (b) there is any termination or reduction in the allocation or allotment of funds provided to AAAWM for the purposes of this Contract.

The right to terminate this Contract or reduce the amount paid to Service Partner shall exist regardless of the cause for the same. The termination of the Contract or reduction in the amount paid to Service Partner shall take effect immediately upon receipt of written notice sent by AAAWM to Service Partner, unless a different effective date is specified in the notice.

AAAWM shall have the right to terminate this Contract upon written notice, in whole or in part, if Service Partner fails to fulfill its obligations under this Contract or if Service Partner violates any of the covenants, agreements, or stipulations of this Contract. Service Partner will have thirty (30) days to cure any such failure or violation. If Service Partner fails to cure within the thirty (30) day period, the Contract will immediately terminate.

Service Partner, for adequate cause, may terminate this Contract at any time by giving written notice to AAAWM at least thirty (30), preferably ninety (90), calendar days before the effective date of such termination and specifying the effective date.

21. Closeout

When the Contract is concluded or terminated, Service Partner shall provide AAAWM, within sixty (60) days (unless otherwise notified) after conclusion or termination, with all financial performance and other reports required as a condition of the Contract. AAAWM will make payments to Service Partner for allowable reimbursable costs, as determined by AAAWM, not covered by previous payments.

22. Disputes

Service Partner shall notify AAAWM, in writing, of its intent to pursue any claim against AAAWM for breach of Contract. No suit may be commenced by Service Partner for breach of Contract prior to the expiration of sixty (60) calendar days from the date of such notification. Within this sixty (60) calendar day period, Service Partner, at the request of AAAWM, must meet with the Director of AAAWM for the purpose of attempting resolution of the dispute.

23. Independent Contractor

It is agreed that Service Partner is, for all purposes arising out of this Contract, an Independent Contractor, and shall not be deemed an agent or employee of AAAWM or ACLS Bureau.

24. Assignment or Subcontract

Service Partner shall not assign this Contract or enter into Subcontracts with additional parties without obtaining prior written approval from AAAWM.

25. Indemnity

Service Partner agrees to maintain and provide proof of such insurance as will fully protect Service Partner and AAAWM from any and all claims under The Workmen's Compensation Act or employer's liability laws and from any and all other claims, for damage to property or for personal injury, including death, which may arise from operations carried on under this Contract, either by Service Partner, any Subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

Service Partner shall exonerate, indemnify, and hold AAAWM harmless, from and against, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Service Partner and its employees. AAAWM shall not be held liable for any liabilities, penalties, forfeitures, or for any damage to the goods, property or effects of the Service Partner, or for any other persons, not for personal injury to or death of them, caused by or resulting from any negligent act or omission of the Service Partner.

Service Partner further agrees to indemnify and hold harmless AAAWM and its agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expense including attorney's fees, incurred by AAAWM on account of any claim therefore.

Service Partner agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Service Partner shall indemnify and hold AAAWM harmless from all claims arising by reason of the work done or by reason of any act or omission of Service Partner.

Service Partner shall, throughout the period of this Contract, provide public liability and property damage insurance covering all operations of Service Partner, its agents and employees, including, but not limited to, premises and automobiles. Said policies shall provide for a thirty (30), preferably ninety (90), calendar day written notice to AAAWM of any cancellation or material changes.

If Service Partner is not a unit of government, it must carry adequate Fidelity Bond coverage for activities under this Contract. Upon request, Service Partner agrees to provide AAAWM with proof of insurance coverage required under this Section.

26. Continuing Right of Enforcement

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

The failure of AAAWM to enforce any of the provisions of this Contract, or to require performance by Service Partner of any of the provisions, shall in no way be construed a waiver of such provisions, nor in any way affect the validity of this Contract, or the right of AAAWM to enforce each and every provision.

27. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Contract to the contrary, Service Partner shall not be relieved of liability to AAAWM for damages sustained by AAAWM by virtue of any breach of the Contract by Service Partner, or by any disallowed cost. AAAWM shall have the right to demand of Service Partner the return of any Contract funds used for such disallowed costs and Service Partner agrees to comply with such demand.

28. Notice and Entire Agreement

All notices under any provision of this Contract shall be deemed to be properly served if delivered in writing personally, or sent by first class or certified mail. Any mailed notice shall be deemed effective upon mailing. Notices to AAAWM and Service Partner shall be addressed to:

AAAWM:

Area Agency on Aging of Western Michigan, Inc.
3215 Eaglecrest Dr. NE
Grand Rapids, Michigan, 49525
Attention: Kendrick Heinlein, Executive Director

SERVICE PARTNER:

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

29. Governing Law

This Contract shall be governed by Michigan law without regard to principles of conflict of law. Any litigation between the parties relating to the Contract shall be brought in the federal or state courts in or covering Kent County, Michigan.

This Contract, together with the following attachments, constitutes the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind proceeding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

Attachment I - Budget(s)
Attachment II - Service Funding Distribution Chart
Attachment III - Reprogramming and Redistribution Policy
Attachment IV - Assurance of Compliance with Applicable Laws
Attachment V - Authorization of Signature Form

Area Agency on Aging of Western Michigan, Inc.

By: _____
Bill Routley, Chairperson

Date: _____

Service Partner: City of Wyoming

By: _____
Authorized Signature

Date: _____

Name: _____

Title: _____

Approved as to form



Scott G. Smith, City Attorney

Date: 10-11-2022

Approved as to Administrative Form

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

Date: 9.5.22

Contract No. 51.98 - FY2023

UNIT RATE BUDGET

Older Americans Act FY2023

OAA 51.98 - FY23.1

Attachment

I-A

Service Partner: Wyoming, City of

Service: Transportation - Public

Date: 8/18/2022 (effective 10/01/2022 - 9/30/2023)

Prepared by: Chad Boprie

Unit Rate Budget

I. Funding Summary:	
Federal Funds	\$11,000
One Time Federal Funds	\$0
State Funds	\$0
One Time State Funds	\$0
TOTAL AAAM FUNDS AWARDED:	\$11,000

For section II, explain program costs (lines 1-4) in section V below

II. Total Per Unit Cost:	
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 AAAM to Service Partner:	\$3.64
Does the unit rate in line 7 equal unit rate in line 8? YES. Continue.	
8 Contracted Unit Rate:	\$3.64
9 Minimum Number of Units to be Provided	2,720
10 Estimated Number of Clients to Receive Service	80

III. Other Resources:	
Projected Program Income	\$4,765
Projected Cost Share	

IV. Match Required:		\$1,222	
Source of Cash Match:	Amount	Source of In-Kind Match:	Amount
		City of Wyoming	\$4,400
Total Local Cash Match:	\$0	Total Local In-Kind Match:	\$4,400
Total Match: \$4,400			
Is Total Match equal to/greater than Match Required listed above?		YES. Continue to section V.	

V. Program Cost Narrative:	
<i>Complete the following budget narrative describing the basis for expenditures in each category.</i>	
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

Contract No. 51.98 – FY23.1

Attachment II

Area Agency on Aging of Western Michigan
Older Americans Act (OAA) Funding Distribution
Contract Period: October 1, 2022 – September 30, 2023

Funding as of: October 1, 2022

Partner: Wyoming, City of

Service:	Funding Source	CFDA	Award Amount
1. Transportation - Public	IIIB	93.044	\$11,000

Total Funding: \$11,000

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.

REPROGRAMMING & REDISTRIBUTION POLICY

Definitions

“Reprogramming” means the process of a Service Partner making a change in a service budget or transferring money between service categories as a result of under spending or under serving. Reprogramming refers to the method by which a Service Partner that is under spending or under serving is able to develop a plan to expend the unspent amount(s) as a one-time expense related to the service in question or a different service.

“Capture” means the process of AAAWM reducing a Service Partner's allocation if the Service Partner is unable to develop a reasonable and sound Reprogramming plan.

“Redistribution” means the process of AAAWM reallocating Captured funds to another Service Partner.

REPROGRAMMING & REDISTRIBUTION

A Service Partner shall be considered for Reprogramming, when that Service Partner's spending is ten percent (10%) below the funding level or (10%) ten percent underserved at midyear of the contract.

If at the end of the first six (6) months of a budget year, a Service Partner is found to be under serving or under spent by ten percent (10%) or more, the Service Partner may be required to provide an explanation and a Reprogramming plan to catch up. If the Service Partner is unable to develop a reasonable and sound Reprogramming plan for spending the under spent funds, these funds can be Captured by AAAWM for Redistribution to another Service Partner.

If at the end of the first nine (9) months of a budget year, a Service Partner is found to be under serving or under spent by ten percent (10%) or more, the Service Partner shall be required to provide an explanation and a Reprogramming plan to catch up. If the Service Partner is unable to develop a reasonable and sound Reprogramming plan for spending the under spent funds, these funds will be Captured by AAAWM for Redistribution to another Service Partner.

When funds have been determined eligible for Reprogramming or Redistribution, AAAWM staff shall attempt to verify the rate of under spending/under serving. After verifying the rate of under spending/under serving, AAAWM may determine that funds should be Captured; however, final decision rests with the AAAWM Board of Directors. If funds are to be Captured, the following procedure will be followed:

1. The Service Partner must be notified in writing at least ten (10) calendar days prior to the Board of Directors meeting, at which time the Capture issue will be considered.
2. If the Service Partner disagrees with the need for Capture, written explanation of that disagreement must be received by AAAWM at least two (2) working days prior to the Board of Directors meeting.

3. Reasons for and against Capture in each case will then be presented to the Board of Directors concurrently. Decisions of the Board of Directors relative to Capture are final and binding upon the Service Partner.
4. Funds which are not spent as a result of contract termination will automatically be Captured.

Procedures for Redistribution of Captured Funds

Requirements for Service Partners wishing to be considered for Captured funds are delineated below in accordance with the nature of the applicant:

Application Type	Application Requirements
1. Current Service Partners desire additional funds for currently funded services.	<ol style="list-style-type: none"> a. Narrative explaining why added funds are needed and how added funds will be used. b. A budget for the additional funds. c. Confirmation of added Local Match.
2. Current Service Partners desire funds for a new service.	Submission of an abbreviated application provided by AAAWM.
3. New Service Partners	Submission of a complete proposal.

It should be noted that all requests for additional funds will be considered carefully in view of their implications for total service capacity in future years. That is, AAAWM shall not begin or expand services beyond the level which can be realistically maintained for the following year. Bearing this in mind, applicants should plan to utilize additional funds for one time or temporary costs whenever possible (i.e., purchase of equipment, temporary labor, or one-time publicity printing). The decision to grant or deny an application for Captured funds is at the sole discretion of AAAWM.

Finally, ongoing communication between AAAWM and the Service Partner is crucial to effectively implement the Reprogramming and Redistribution Policy. AAAWM staff will contact Service Partners if there are inconsistencies in the monthly/quarterly reports or if over or under spending/serving is apparent. Service Partners shall promptly alert AAAWM staff under the following circumstances:

1. If problems are experienced in the management of funds, including bookkeeping and reporting.
2. If under spending/under serving is occurring and the Service Partner wishes to spend the money in another manner for the same service.
3. If the Service Partner requires more funds for a service and wishes to be considered a candidate for the Redistributed funds acquired by AAAWM through the Capture process.

Priority, when possible, will be placed on keeping funds in the same service for the same Service Partner for which those funds were originally contracted.

ASSURANCE OF COMPLIANCE WITH APPLICABLE LAWS

Partners shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract with the Area Agency on Aging of Western Michigan, Inc. ("AAAWM") so far as they applicable to the services provided. Without limiting the generality of the foregoing, Partners expressly agree to comply with the following standards, laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract and to the Partner.

Service Program Standards

The Department of Community Health has issued standards for the MI Choice Waiver program. These standards identify the responsibilities and requirements associated with being a waiver agent or contracted service partner. The standards are broken down into three categories: (1) General operating standards for waiver agents and their contracted service partners, (2) General operating standards for MI Choice waiver service partners, and (3) Specific operating standards for MI Choice Waiver service partners.

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29.U.S.C. 794), all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation (45.C.F.R. 84(a)) the partner gives this assurance in consideration of and for the purpose of obtaining any and all grants, loans, contracts (except procurement contracts of insurance or guaranty), property, discounts, or other financial assistance made after such date on applications for financial assistance that were approved before such date. The partner recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the Michigan Aging and Adult Services Agency (AASA) will have the right to enforce this assurance through lawful means and that failure to comply with section 504 of the Rehabilitation Act of 1973 may result in termination or Capture and Redistribution. This assurance is binding on the partner, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipient. This assurance obligates the partner for the period during which Federal financial assistance is extended to it by the Michigan Office of Services to the Aging or, where the assistance is in the form of real or personal property for the period provided for in 84.5(b) or the regulation (45.C.F.R. 84.5(b)).

Assurance of Compliance with the Equal Opportunity Executive Orders, Department of Health, Education & Welfare Regulation Under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights act of 1976, Elliott-Larsen Civil Rights Act of 1976.

The undersigned HEREBY AGREES THAT it will comply with the Equal Opportunity requirements of Executive Order 1979-4 issued by the Governor September 7, 1979; Executive Order 1983-4 issued by the Governor March 3, 1983; the Michigan Civil Rights Act, P.A. 453 of 1976, as amended; the Michigan Handicappers' Civil Rights Act, P.A. 220 of 1976, as amended; and the Americans with Disabilities Act, P.L. 101-336, 1990; Title VI of the Civil Rights Act of 1964 (P.L. 88-52), the Michigan Handicapper's Civil Rights Act of 1975 (P.S. 220), and the Elliott-Larsen civil Rights Act of 1975 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of

Health and Human Services (45.C.F.R. Part 80) issued pursuant to that title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the undersigned receives Federal or state financial assistance from AAAWM, and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal or state financial assistance extended to the undersigned, this Assurance shall obligate the undersigned, or in the case of any transfer of such property, any transferee, for the period during which said real property or structure is used for a purpose for which Federal or state financial assistance is extended or for another purpose involving the provision of similar services or benefits. This Assurance further certifies that the undersigned has no commitments or obligations which are inconsistent with compliance with these and any other pertinent Federal or state regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations, and all activities shall not run counter to the purpose and intent of this agreement.


THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal or state grants, loans, contracts, property, discounts, or other Federal or state grants, loans, contracts, property, discounts or other Federal or state financial assistance extended after the date hereof to the undersigned by AAAWM including installment payments after such date on account of applications for Federal financial assistance which were received before such date. The undersigned recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that AAAWM or the United States or both shall have the right to seek judicial enforcement of this Assurance or termination or Capture and Redistribution. This Assurance is binding on the undersigned, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the undersigned.

Authorized Signature

Title

Date

Full Name (Type or Print)

Approved as to form 

Scott G. Smith, City Attorney
Date: 10-11-2022

EFFECTIVE DATE: _____

AUTHORIZATION OF SIGNATURE FOR SERVICE AND FINANCIAL REPORTS FOR AAAWM FUNDED PROGRAMS

1. Name and Address of Service Partner:

Signatures of individuals authorized to sign service reports and financial reports

2. Signature/Typed Name and Title:

a)	b)
Name	Name
Title	Title
c)	d)
Name	Name
Title	Title
e)	f)
Name	Name
Title	Title

3. I certify that the signature (s) above is (are) of the individual (s) authorized to sign service reports and financial reports.

Signature of Service Partner Chairperson _____

Date _____

Name _____

Title _____

Note: The submitted form is valid until AAAWM is notified of any changes regarding persons authorized to sign service and financial reports. **It is the Service Partner's responsibility to notify AAAWM of any changes.**

EFFECTIVE DATE: _____

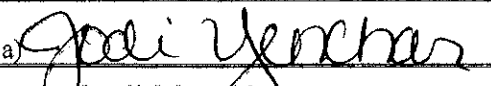
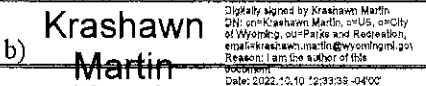
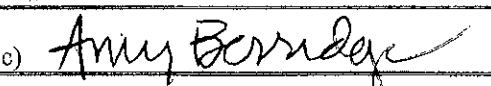

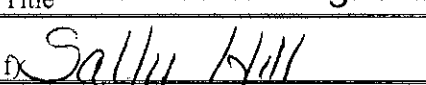
AUTHORIZATION OF SIGNATURE FOR SERVICE AND FINANCIAL REPORTS FOR AAAWM FUNDED PROGRAMS

1. Name and Address of Service Partner:

City of Wyoming
1155 28th St SW
Wyoming, WY 82001

Signatures of individuals authorized to sign service reports and financial reports

2. Signature/Typed Name and Title:

a) 	b)  <small>Digitally signed by Krashawn Martin DN: cn=Krashawn Martin, o=City of Wyoming, ou=Parks and Recreation, email=krashawn.martin@wyomingmi.gov Reason: I am the author of this document Date: 2022.10.10 12:33:35 -0400</small>
Name Jodi Yenchur	Name Krashawn Martin
Title Finance Director	Title Acting Director of Parks & Recreation
c) 	d) 
Name Amy Berridge	Name Chad Boprie
Title Accounting Specialist I	Title Recreation Programmer II
e) 	f) 
Name Katie Nyenhuis	Name Sally Hill
Title Accounting Specialist I	Title Office Specialist I

3. I certify that the signature (s) above is (are) of the individual (s) authorized to sign service reports and financial reports.

Signature of Service Partner Chairperson

Date

Name _____

Title _____

Note: The submitted form is valid until AAAWM is notified of any changes regarding persons authorized to sign service and financial reports. **It is the Service Partner's responsibility to notify AAAWM of any changes.**

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE ENTERING INTO AN AGREEMENT WITH
VERMONT SYSTEMS PAYTRAC TO PROVIDE PAYMENT PROCESSING SERVICES
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. It is recommended the City Council authorize entering into an agreement with Vermont Systems PayTrac to provide payment processing services.
2. As detailed in the attached staff report, the City Attorney’s office is working with Vermont Systems PayTrac on the agreement.
3. There is no budget effect since revenue is generated for Vermont Systems PayTrac through the convenience fee charged to the end user.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize entering into an agreement with Vermont Systems PayTrac for payment processing services pending final approval of the agreement by the City Attorney.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

Resolution No. _____

STAFF REPORT

Date: October 5, 2022

Subject: Credit Card Processing

From: Lynn Clarke, Recreation Supervisor

Cc: John McCarter, Deputy City Manger
Krashawn Martin, Interim Parks and Recreation Director
Jodi Yenchar, Finance Director
Traci Shaffer, Treasurer

Meeting Date: October 17, 2022

RECOMMENDATION:

To achieve cost savings and have a current contract with a credit card processing system. To streamline reporting through the existing Vermont Systems RecTrac software by choosing the sister system Vermont Systems PayTrac as the credit card processing system.

COMMUNITY, SAFETY, STEWARDSHIP:

With the purpose of serving the community to the highest standards while being as fiscally responsible as possible. The PayTrac credit card system offers a safe and user-friendly credit card processing environment. According to the vendor it is estimated that the City of Wyoming will save approximately \$200/month by going from a vendor with a 4.62% transaction fee to PayTrac 2.5% transaction fee. This could result in a savings of approximately \$2400/year. This system will also allow us to modify some internal procedures in money handling to protect the consumers of services safer.

DISCUSSION:

In order to continue accepting credit card payments at the conclusion of our current processing contract, scheduled to expire on December 1, 2022, staff started talking to Vermont Systems to explore best practices. Vermont Systems since the last contract has built their own credit card processing system, PayTrac. As this is the same company that built RecTrac and MainTrac, two software programs used in Parks and Recreation the security, ease of use and reporting is familiar

This is specific to the Community Services Department's Parks and Recreation Administration, Wyoming Senior Center, and WebTrac (online registrations) credit card processing locations. It is recommended that we approve a contract with Vermont Systems PayTrac for credit card processing.

The team participating in this review included representatives of the Assistant City Attorney (Heather Chapman), Treasurer, Finance, and Information Technologies departments, and Community Services' Parks and Recreation supervisors and front office staff. The City Attorney's office is currently working with Vermont Systems PayTrac in developing a contract that is mutually agreeable to both parties. This contract will be presented to the Mayor and City Clerk upon final approval of the City Attorney.

BUDGET IMPACT:

Funds are available in the Recreation Budget for the purchase of the credit card machines from 208-752-76100-740-000. Funds are also available for training in the Parks and Recreation admin budget for the new system from 208-752-75200-956.000.

###

10/17/22

Purchasing/CLZ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF COMPUTER MONITORS

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council authorize the purchase of computer monitors from CDW-G using the State of Michigan (MiDEAL) extended purchasing program in amount of \$13,806.
2. Funds for the purchase are available in account numbers described in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of computer monitors from CDW-G using the MiDEAL extended purchasing program.
2. 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 builders, and the bid opening procedures.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

ATTACHMENTS:
Staff Report
Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 6, 2022
Subject: City Computer Hardware: Monitor Purchase
From: Paul Gerndt, Director of Information Technology
Meeting Date: October 17, 2022

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of 104 monitors, in the amount of \$13,806 from CDW-G., through the MiDeal contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Routine scheduled replacement of technology assets are shown to maintain system stability and performance. This is a benefit to city departments as it boosts productivity and allows more efficient delivery of services to the community.

Use of cooperative purchase agreements, such as MiDeal, save staff time and administrative costs, while ensuring the best available pricing is received.

DISCUSSION:

The City of Wyoming is currently on a scheduled 6-year replacement cycle for monitors. This purchase will bring the City current for monitor replacements for the 2022/2023 budget year. This year's hardware will be purchased from CDW-G under the MiDeal contract.

BUDGET IMPACT:

Funding for the purchase of computer equipment and peripherals is budgeted and available in the following accounts:

General Fund - Information Technology: 101-258-25800-740.200
Parks and Recreation Fund – Capital Outlay Computers: 208-752-75200-984.017
Sewer Fund – Treatment – Operating Supplies: 590-590-54300-740.000
Water Fund – Pumping & Treatment Operating Supplies: 591-591-55300-740.000
Various Funds / Accounts – Public Works



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

LISA SONDAY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

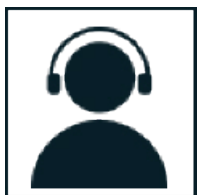
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NBDC739	10/11/2022	NBDC739	0443676	\$13,806.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ViewSonic VA2456-MHD - LED monitor - Full HD (1080p) - 24"	104	5010470	\$132.75	\$13,806.00
Mfg. Part#: VA2456-MHD				
UNSPSC: 43211902				
Contract: Michigan Master Computing-MIDEAL (071B6600110)				

SUBTOTAL	\$13,806.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$13,806.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF WYOMING ACCTS PAYABLE PO BOX 905 WYOMING, MI 49509-0905 Phone: 165307229 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF WYOMING LISA SONDAY 1155 28TH ST SW WYOMING, MI 49509-2895 Shipping Method: UPS Freight LTL, Special Services
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Kristen Meyer | (866) 809-9889 | krismey@cdwg.com

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For more information, contact a CDW account manager

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10/17/22

Purchasing/CLZ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF COMPUTER HARDWARE FOR
WORKSTATIONS AND LAPTOPS

WHEREAS:

1. As detailed in the attached staff report, it is recommended that the City Council authorize the purchase of computer hardware from Dell Inc. using the State of Michigan (MiDEAL) extended purchasing program in amount of \$64,964.
2. Funds for the purchase are available in account numbers described in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of computer hardware from Dell Inc. using the MiDEAL extended purchasing program.
2. 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 builders, and the bid opening procedures.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

ATTACHMENTS:

Staff Report

Quotes

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 6, 2022
Subject: City Computer Hardware: Workstation/Laptop Purchase
From: Paul Gerndt, Director of Information Technology
Meeting Date: October 17, 2022

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of 30 workstations, 20 laptops, 12 docking stations and 8 Semi-rugged laptops, in the amount of \$64,964 from Dell, Inc., through the MiDeal contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Routine scheduled replacement of technology assets are shown to maintain system stability and performance. This is a benefit to city departments as it boosts productivity and allows more efficient delivery of services to the community.

Use of cooperative purchase agreements, such as MiDeal, save staff time and administrative costs, while ensuring the best available pricing is received.

DISCUSSION:

The City of Wyoming is currently on a scheduled 5-year replacement cycle for workstations and laptops. This purchase will bring the City current for workstation and laptop replacements for the 2022/2023 budget year. This year's hardware will be purchased from Dell Inc. under the MiDeal contract.

BUDGET IMPACT:

Funding for the purchase of computer equipment and peripherals is budgeted and available in the following accounts:

General Fund - Information Technology: 101-258-25800-740.200
Parks and Recreation Fund – Capital Outlay Computers: 208-752-75200-984.017
Sewer Fund – Treatment – Operating Supplies: 590-590-54300-740.000
Water Fund – Pumping & Treatment Operating Supplies: 591-591-55300-740.000
Various Funds / Accounts – Public Works

Category	Description	Code	SKU	ID
Software Stack	Dell Applications Windows 10 & 11 DGR with Dell Optimizer, IRST	GZPBT75	[658-BFKI] [658-BBMR] [640-BBLW] [525-BBCL] [658-BEOK] [658-BEQP] [658-BBRB]	1003
Operating System Recovery Options	OS-Windows Media Not Included	GLA90Q1	[620-AALW]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	GHE132Y	[340-AGIK]	21
System Monitoring Options	Dell Watchdog Timer	G2WQ13L	[379-BESJ]	39
Placemat	Quick Start Guide	G5LEWCZ	[340-CYKP]	60
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Bios for TPM	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Shipping Material	Shipping Material	GQKNZ40	[340-CQYN] [389-BBUU]	465
Label	Regulatory Label for OptiPlex 7000 Micro 130W	GQHT7GI	[389-ECQQ]	676
Processor Label	Intel Core i5 vPro Enterprise Processor Label	GYMP5L4	[389-EDDQ]	749
Transportation from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Protect Your New PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Speakers	Internal Speaker	GSM032H	[520-AAVE]	18
TAA	No Federal Order	GUSA19Y	[340-ACQQ]	97
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Systems Management	Intel vPro® Enterprise	GR7TBHE	[631-ADGI]	49
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Dell Services:Hardware Support	4 Years ProSupport with Next Business Day Onsite Service	PN4	[812-3886] [812-3909] [989-3449] [812-3898]	29
Dell Services:Data Protection	Keep Your Hard Drive, 4 Years	KYHD4Y	[981-3953]	159

Bundle: Latitude 5420 w/ dock

Latitude 5420 w/ dock

20

\$1,015.00

\$20,300.00



Estimated Delivery

FREE Standard Delivery to 78664 by Tuesday, October 25, 2022

Catalog Number: 84 / rrcrc1382749-6736986

Category	Description	Code	SKU	ID
Base	Dell Latitude 5420 XCTO Base	G4GVSTR	[210-AYNM]	1
Processor	11th Gen Intel® Core™ i5-1145G7, vPro® (8 MB cache, 4 cores, 8 threads, up to 4.40 GHz Turbo)	GG5S8B4	[379-BEHF]	146

Category	Description	Code	SKU	ID
Operating System	Windows 10 Pro (Windows 11 Pro license included), English, French, Spanish	G42N6D1	[619-AQMP]	11
Microsoft Office	No Microsoft Office License included	GC70FJV	[658-BCSB]	1002
Graphics	Integrated Intel® Iris® Xe Graphics Capable with Thunderbolt for I5-1145G7 v Pro® processor	G9YX6CO	[338-BXRV]	149
Systems Management	Intel vPro Active Mgmt Tech (vPro CPUs)	G8IU4L2	[631-ACTO]	49
Memory	16 GB, 1 x 16 GB, DDR4, 3200 MHz	GUW12AB	[370-AFVP]	3
Hard Drive	512 GB, M.2, PCIe NVMe, SSD, Class 35	G48KL1U	[400-BKUP]	8
LCD	14" FHD (1920x1080) Touch, Anti-Glare, 300nits, WLAN, FHD+IR Camera, Express-SignIn	GA6N09E	[391-BFPL] [320-BECQ] [325-BDYZ]	760
Keyboard	Single Point Keyboard, Backlit, US English	GNJ8GDK	[583-BHCH]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel AX201 WLAN Driver	G4TL2QS	[555-BGJD]	7
Wireless	Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.2	GQWT6XF	[555-BGGT]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	4 Cell, 63 Wh, ExpressCharge™ Capable	G3UJTGN	[451-BCSW]	112
Power Supply	65W Type-C EPEAT Adapter	G3S0FA	[492-BCXP]	1015
PalmRest	Palmrest, NFC, Fingerprint Reader, Contacted & Contactless SmartCard Reader, Thunderbolt™ 4	G4SX7ET	[346-BGVL]	55
Protect your new PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA90Q1	[620-AALW]	200013
Power Cord	E4 Power Cord 1M for US	G7XRU8M	[537-BBBL]	20
Setup and Features Guides	Quick start guide for Win 10, Ubuntu	GZX079U	[340-CTZO]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications Windows 10	GZXEOP0	[658-BBMR] [640-BBLW] [525-BBCL] [658-BDVK] [658-BBRB] [658-BEOK] [658-BEQP] [658-BFDQ]	1003
Shipping Material	Mix Model 65W Adapter + TGL CPU	GU27Z08	[340-CUCT]	465
Processor Label	11th Gen Intel Core i5 vPro label	GK432YS	[340-CTSV]	749
Transportation from ODM to region	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Windows AutoPilot	No AutoPilot	GYE02AP	[340-CKSZ]	291

Category	Description	Code	SKU	ID
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Chassis Options	Latitude 5420 Bottom Door	GGAFH9P	[321-BGBE]	116
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Hardware Support Services	4 Years ProSupport with Next Business Day Onsite Service	PN4	[975-3461] [997-8317] [997-8349] [997-8357] [997-8346] [989-3449]	29
Keep Your Hard Drive	4 Years, Keep Your Hard Drive	KYHD4Y	[981-5693]	159

Grouped with your Latitude 5420 w/ dock



Dell Dock- WD19S 130w Power Delivery - 180w AC

12 \$186.00 \$2,232.00

Estimated Delivery
FREE Standard Delivery to 78664 by Friday, October 28, 2022

Catalog Number: 84 / wd19ds130cc

Category	Description	Code	SKU	ID
Base	Dell Dock- WD19S 130w Power Delivery - 180w AC	GVW28P6	[210-AZBM]	1
Hardware Support Services	3 Years Advanced Exchange Service	GBC0196	[824-3984] [824-3993]	29

Bundle Total: \$22,532.00

Subtotal (62): \$47,132.00

Subtotal (62) \$47,132.00

Estimated Shipping \$0.00

Total \$47,132.00

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Order Status

Drivers & Downloads

Product Support

Support by Topic

Warranty Information

Order Support

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Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might

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Category	Description	Code	SKU	ID
Protect your new PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA90Q1	[620-AALW]	200013
Cable	Power Cord 1M US	GPGC259	[450-AAEJ]	20
Placemat	Setup and Features Guide	GLPMFC4	[340-CXCE]	60
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
Second Battery	Dummy Airbay Cover	G81Z6SD	[325-BEIV]	113
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications for Windows 11	GYK5F90	[658-BFIP]	1003
Packaging	Shuttle Ship, Notebook, 5430 Rugged	GGQ9T3D	[340-CXHM]	465
Processor Branding	Intel® Core™ i5 non-vPro Processor Label	G7PMQZT	[389-DXDU]	749
Transportation	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
Support Tech Sheet and Powercord	No UPC Label	G8WGTYN	[389-BCGW]	292
Camera	Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	GL07MB5	[319-BBHT]	379
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BDTP]	200331
GPS	No Option Included	GKGSY4C	[340-ACQQ]	1409
Windows AutoPilot	No AutoPilot	GYE02AP	[340-CKSZ]	291
Rear Expansion Port	Additional USB-A rear port	GIZW7X1	[590-TFHR]	698
Right Side Expansion Port	Additional TBT/Type-C port	G7TBO9C	[325-BEJZ]	289
Handle	Rigid handle	G5GV10W	[750-ADPK]	200503
Hardware Support Services	4 Years ProSupport with Next Business Day Onsite Service	PN4	[975-3461] [989-3449] [808-6782] [808-6784] [808-6805] [808-6810]	29
Keep Your Hard Drive	Keep Your Hard Drive, 4 Years	KYHD4Y	[981-5693]	159

Subtotal (8): \$17,832.00

Subtotal (8) \$17,832.00

Estimated Shipping \$0.00

Total \$17,832.00

- Support
- Order Status
- Drivers & Downloads
- Product Support
- Support by Topic
- Warranty Information
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Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

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RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE
PURCHASE OF ONE AUTOMATIC SAMPLER

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of one automatic sampler from HESCO in the total estimated amount of \$8,954.00.
2. Funds for the purchase are available in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of one automatic sampler from HESCO.
2. 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 October 17, 2022.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: October 4, 2022
Subject: Purchase of an Automatic Sampler
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: October 17, 2022

RECOMMENDATION:

It is recommended the City Council accept the quote as provided by HESCO for one 5800 Refrigerated Sampler System in the total amount of \$8,954.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Automatic samplers are used to collect wastewater samples over a specific period. The samples collected provide a representation of the flow during the period and are analyzed to ensure EGLE compliance and to monitor process trends. Utilizing automatic samplers supports efficient plant operation and the stewardship of our environment.

DISCUSSION:

The Clean Water Plant uses automatic samplers throughout the wastewater process to collect composite samples of the wastewater flow. One such sampler is no longer functional due to a flooding event that took place during the UV construction project. The unit was submerged in wastewater and requires replacement. The equipment loss was reported to the Michigan Municipal Risk Management Authority and the insurance claim is expected to be resolved with the complete cost reimbursed by the MMRMA.

Therefore, quotes for replacement of the automatic sampler system were requested from the local sales representative, HESCO, and the equipment manufacturer, Teledyne ISCO. Both companies provided quotes for replacement and are as follows:

HESCO	\$8,954.00
Teledyne ISCO	\$8,954.00

Considering both proposals are for the same amount, it is recommended the City Council accept the quote as provided by HESCO as they are the local sales representative for the equipment and have provided excellent customer service in past purchases of existing Clean Water Plant equipment.

BUDGET IMPACT:

Adequate funds exist in the sewer fund capital account #590-590-54400-986.444 and are expected to be reimbursed by the MMRMA.

QUOTE



Knowledgeable • Professional • Attentive • Likeable

29770 Hudson Drive Novi, MI 48377
Phone: (586) 978-7200
hesco-mi.com

TO: Daniel Kleinheksel
City of Wyoming

Monday, September 26, 2022

QUOTE #: 2023-1
SALESPERSON: Mitch Livingston

Kleinhekseld@wyomingmi.gov

Sales Quote - 5800 Sampler

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1.00	685800001 5800 Refrigerated Sampler (115 VAC, 60 Hz)	1	EA	7,893.00	\$7,893.00
2.00	685800009 1-bottle Configuration for 5800 Sampler	1	EA	254.00	\$254.00
3.00	609004379 3/8 inch ID x 25 ft	1	EA	176.00	\$176.00
4.00	FRT_REF1_ISCO Domestic Shipping & Handling Fees for Each for Refrigerator Sampler (Models 5800, 6712FR, Optima, Dual, Premium, Explosion Proof)	1	EA	631.00	\$631.00
				SUBTOTAL:	8,954.00
				MI SALES TAX:	0.00
				TOTAL:	8,954.00

Ship Via:	Best Way FOB Factory	Shipping Terms:	Included as Line Item
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Payment Terms:	Net 30	Quote Valid Through:	11/30/2022
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Lead Time:	4-6 weeks
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If favored with a Purchase Order, please issue it to:

Teledyne Isco
PO Box 82531
Lincoln, NE 68501

and email it to the HESCO Salesperson listed above, for order entry and processing.

Thank you!

END QUOTE

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM CATHODIC PROTECTION
MANAGEMENT FOR THE REPLACEMENT OF CATHODIC PROTECTION
AT THE WILSON LIFT STATION 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 Cathodic Protection Management for the replacement of cathodic protection at the Wilson Lift Station in the total estimated amount of \$15,739.00.
2. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Cathodic Protection Management.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby approve the attached budget amendment.
4. The City Council does hereby waive the provisions of sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: October 4, 2022
Subject: Cathodic Protection Replacement
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: October 17, 2022

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by Cathodic Protection Management for the replacement of cathodic protection at the Wilson Lift Station in the total amount of \$15,739.00 and approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of collection systems and infrastructure contributes to their longevity and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the collection system operation.

DISCUSSION:

The Wilson Lift Station has a cathodic protection system that is intended to preserve the metallic structure by preventing corrosion. When functioning properly, the cathodic protection anode bed acts as a sacrificial metal that corrodes instead of the lift station metallic structure. During a cathodic protection inspection on July 28, 2022, by Cathodic Protection Management, it was determined the originally installed anode bed is no longer functional and requires replacement.

Therefore, contact was made with three companies that specialize in cathodic protection to request proposals for the anode bed replacement. Each company was provided with the same information and drawings to ensure a fair and competitive opportunity. All three companies provided a proposal and are as follows:

Cathodic Protection Management	\$15,739.00
Corrpro	\$17,244.00 plus fuel surcharge
Integrity Solutions Field Services	\$19,620.00

Upon review of the proposals received, Cathodic Protection Management was found to meet the necessary scope of work and was also the lowest cost. Therefore, it is recommended the City Council accept the proposal as provided by Cathodic Protection Management for the replacement of cathodic protection at the Wilson Lift Station in the total amount of \$15,739.00. The inspection work was budgeted for in FY23; however, repair costs to this extent were not anticipated and are significantly higher than what was budgeted, necessitating a budget amendment.

BUDGET IMPACT:

Adequate funds exist in the Sewer Fund account #590-441-54200-930.000 pending approval of a budget amendment.

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 St SW, Wyoming, MI 49509.

Contractor means: Catholic Protection Management, Inc.
[Name of contracting entity]
A Illinois corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
39W960 Midan Drive
[Contractor's street address]
Elburn, IL 60119
[Contractor's city, state & zip]

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

Effective Date means: October 17, 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.

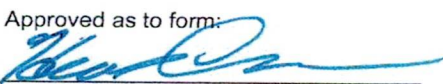
City and Contractor have signed this Contract as of the Effective Date.

City of Wyoming

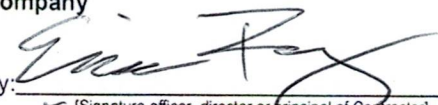
By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:

Heather Chapman, Assistant City Attorney

Company

By: 

[Signature officer, director or principal of Contractor]
Erica Ray President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Oct 13, 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:

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.
--

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

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

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

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

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

EXHIBIT B



Cathodic Protection Management, Inc.

CLIENT INFORMATION

DATE: 9/27/2022

COMPANY: City of Wyoming, MI
REPRESENTATIVE: Dan Kleinheksel
EMAIL: dan.kleinheksel@wyomingmi.gov
ADDRESS: Wyoming, MI
PHONE: 616 738 4957
CELL: 616 377 8069
PROPOSAL #: 4009252
PROJECT NAME: Ground Bed
Replacement
PROJECT LOCATION: Wyoming, MI

SCOPE OF WORK

Cathodic Protection Management will install a replacement ground bed at the lift station location in Wyoming, MI

- Mobilize to site and conduct pre-job briefing and safety meeting
- Locate the anode cable
- Vertically drill 3 anode columns
- Load one anode in each column
- Route the lead to the rectifier junction box
- Terminate the leads
- Balance and adjust the rectifier and re-commission the system
- Provide a red line drawing and the data
- Perform basic rectifier maintenance

SUBMITTALS

- Daily reports
- Field Data
- Red line drawing

CLIENT TO PROVIDE

- Access to site
- Contact information for On-Site maintenance personnel
- Escort, if required
- All permitting (state, local, and internal), if required
- Existing CP records and drawings

SCHEDULE

- Work will be scheduled upon receipt of signed proposal and work order
- Estimated duration is 2 days with mobilization plus administrative setup

TOTAL LUMP SUM PROPOSAL

\$15,739.00

TERMS & CONDITIONS

- Mobilization is based on the normal work week travel M-F without overtime
- Prices quoted are valid for a period of 60 days from the date of this proposal
- No provision has been made for retentions in this proposal
- Overtime rates apply after eight (8) hours in a day and for all hours worked on Saturday, Sunday, or holidays.
- Standby hours for labor and equipment will be charged a minimum of eight (8) hours per shift, per day unless otherwise stated in a pre-job agreement.
- Shut down with less than 72-hour notice will result in twenty-four (24) hours billing for all personnel and equipment on site.
- Shutdown due to inclement weather may be billed at eight (8) hours plus per diem each day
- Daily travel time is charged portal to portal at the applicable rate at the time the travel occurs.
- Lump Sum invoices will be submitted with the final reports.
- T&M invoices will not exceed 2 weeks unless terms have been specified in the clients Work Order.
- Payment terms are Net 30 days from the date of invoice

Thank you and if you have questions, please call me.

Sincerely,

Dan Mankivsky
Business Development – Water
C 630 740 2497


CPM Representative Date 10/5/22

Client Representative Date



Cathodic Protection Management, Inc.

UPGRADE THE CATHODIC PROTECTION SYSTEM
WILSON LIFT STATION
WYOMING, MICHIGAN 9-13-22

Item	Description	Quantity
	UPGRADE THE CATHODIC PROTECTION WILSON LIFT STATION WYOMING, MICHIGAN 9-13-22	
	MATERIALS	
1	MIXED METAL OXIDE ANODES 100' LEADS, HMWPE	3
2	CALCINED PETROLEUM COKE BREEZE	1200
3	WARNING TAPE	500
4	PERMANENT REFERENCE CELL, 20' LEADS	1
5	JUNCTION BOX THREE TERMINAL WITH RS SHUNT	1
6	MISCELLANEOUS PARTS	1

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER FIVE FOR THE
BURLINGAME WATER STORAGE TANKS AND PUMP STATION CONSTRUCTION PROJECT

WHEREAS:

1. On July 6, 2020, City Council adopted Resolution number 26728 accepting a proposal from Prein & Newhof to perform construction oversight services for the Burlingame water storage tanks and pump station construction.
2. As detailed in the attached staff report, the project is nearing completion and change order #5 finalizes any remaining project allowances resulting in a net decrease in the project cost of \$22,257.30.
3. It is recommended the City Council approve change order number five.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve change order number five.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Order

Resolution No. _____

STAFF REPORT

Date: October 11, 2022

Subject: Burlingame Pump Station Project Change Order #5

From: Robert Veneklasen, Water Treatment Plant Superintendent

Meeting Date: October 17, 2022

RECOMMENDATION:

It is recommended the City Council authorize approval of Change Order #5 for the Burlingame Pump Station Project. This change order finalizes any remaining project allowances. The change order is a net decrease in the project cost of \$22,257.30.

COMMUNITY, SAFETY, STEWARDSHIP:

The Burlingame Pumping Station project improves the water system storage and conveyance and provides important supply and pumping redundancy to the City's low-pressure district of the water distribution system.

DISCUSSION:

The Burlingame Pumping Station project is nearing completion with only minor items remaining to be completed. The Contractor has paid any obligations as previously approved by the City Council. This change order simply allows the Contractor to be compensated while deducting the outstanding balance to reduce the contract amount. This will result in a simple payment for project completion and including withheld funds in the final payment request.

BUDGET IMPACT:

This change order is an overall credit to be applied to the final project cost. The project is budgeted in capital outlay and results in a reduction of \$22,257.30 to account 591-591-57300-986.444.

Change Order

For (project):		Change No.				
Burlingame Pumping Station		5				
From (Contractor):		Date:				
Davis Construction		9/12/2022				
ITEM		VALUE				
Item No.	Description of Change	Quantity	Unit	Unit Price	Total Value	Decrease in Contract Price
1	Allowance 1 - Excavation and Removal of Building Foundations and Well Abandonment - Return of Unused Allowance Amount	1	LSUM	-\$13,890.09	-\$13,890.09	-\$13,890.09
2	Allowance 2 - Signs & Identification Devices - Return of Unused Allowance Amount	1	LSUM	-\$1,938.70	-\$1,938.70	-\$1,938.70
3	Allowance 3 - Natural Gas Utility - Return of Unused Allowance Amount	1	LSUM	-\$4,280.00	-\$4,280.00	-\$4,280.00
4	Allowance 4 - Electric Utility Connection/Relocation - Return of Unused Allowance Amount	1	LSUM	-\$1,823.51	-\$1,823.51	-\$1,823.51
5	Allowance 5 - Liquid Filled Transformer, PCB Containing Liquid Disposal - Return of Unused Allowance Amount	1	LSUM	-\$325.00	-\$325.00	-\$325.00
Change Totals						-\$22,257.30
Net Change In Contract Price						-\$22,257.30

City of Wyoming - Burlingame Pumping Station
Summary of Allowances

2180582
9/12/2022

Allowance Description	Description of Work	Amount	Adjustment by CO	Used	Remaining	Billed?
Allowance 1 - Excavation and Removal Of Building Foundations and Well Abandonment	Well Abandonment	\$25,000.00		\$1,341.66	\$23,658.34	Yes - PA2
	Remove and cap abandoned pipe in building footprint			\$1,780.73	\$21,877.61	Yes - PA6
	Tree Removal between tanks and proposed building			\$2,131.57	\$19,746.04	Change Order 3 - To Be Billed with Final PA
	Chain Link Fence Repair at Treeline			\$5,855.95	\$13,890.09	Change Order 4 - To Be Billed with Final PA
	Final Remaining Amount to be Returned In Balancing CO:	\$13,890.09				
Allowance 2 - Signs and Identification Devices	Signage in and on building	\$3,500.00		\$1,072.51	\$2,427.49	Yes - PA13
	Taller Shutters			\$488.79	\$1,938.70	In Final Balancing CO - To Be Billed with Final PA
	Final Remaining Amount to be Returned In Balancing CO:	\$1,938.70				
Allowance 3 - Natural Gas Utility		\$5,000.00		\$720.00	\$4,280.00	Yes - PA10
	Final Remaining Amount to be Returned In Balancing CO:	\$4,280.00				
Allowance 4 - Electric Utility Connection/Relocation	CO2 - Reduction In Allowance to Balance Soil Removal Work	\$67,500.00			\$67,500.00	Yes - CO2
	Return CO2 amount not used for Soil Removal Work		-\$37,705.85		\$29,794.15	Returned from CO2 unused
	Bulletin 1/CO1 SCADA/Security Changes		\$8,538.63		\$38,332.78	Yes - PA9&11
	6-inch PVC Conduit Requested by Consumers under driveway work associated with conduit above WM			\$13,148.50	\$25,186.28	Yes - PA11
	ATT Fiber Work			\$3,455.16	\$21,731.12	Yes - PA11
	Electronic Door Strike			\$8,832.59	\$12,898.53	Yes - PA11
	Rip rap stormwater detention pond entrance			\$2,192.84	\$10,705.69	Yes - PA11
	Fence removal and replacement shared cost			\$502.54	\$10,203.15	Yes - PA11
	Final Remaining Amount to be Returned In Balancing CO:	\$1,823.51				Change Order 3 - To Be Billed with Final PA
Allowance 5 - Liquid Filled Transformer, PCB Containing Liquid Disposal		\$5,000.00		\$4,675.00	\$325.00	To Be Billed with Final PA
	Final Remaining Amount to be Returned In Balancing CO:	\$325.00				

RESOLUTION NO. _____

RESOLUTION TO APPROVE A 2022 AMENDMENT TO THE 2013 VERIZON
LEASE AGREEMENT AT THE GEZON ELEVATED WATER STORAGE TANK SITE
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT

WHEREAS:

1. On August 19, 2019, City Council adopted Resolution number 24578 accepting a proposal from Verizon Wireless, LLC to place wireless communication equipment on the water tank located at Gezon elevated water storage tank.
2. As detailed in the attached staff report, it is recommended the City Council approve a amendment to the lease agreement with Cellco Partnership d/b/a Verizon Wireless.
3. It is recommended the City Council approve the amendment.
4. The staff report budget impact section details the increase in lease revenue.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve the 2022 amendment with Cellco Partnership d/b/a Verizon Wireless.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on October 17, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Amendment

Resolution No. _____

STAFF REPORT

Date: October 11, 2022

Subject: Amendment to the 2013 Lease Agreement with Verizon Communications

From: Robert Veneklasen, Water Treatment Plant Superintendent

Meeting Date: October 17, 2022

RECOMMENDATION:

It is recommended the City Council approve the 2022 Amendment to the 2013 Verizon Lease Agreement at the Gezon elevated water storage tank site. The amendment addresses the addition of equipment on the water tank with an appropriate increase in the annual lease fee.

COMMUNITY, SAFETY, STEWARDSHIP:

The leasing of space at the Gezon elevated water storage tank site and locating of cellular antennas and supporting devices provides residents with cellular telephone network coverage and vendor alternatives.

DISCUSSION:

The Verizon equipment on the Gezon elevated storage tank needs expanding in order to accommodate an increasing customer base and greater use of services. Verizon has requested the installation of six (6) additional antennas on the water tank.

The recently updated lease agreements for other vendors co-located on the Gezon tank include an annual cost of \$600.00 per additional antenna installation. We expressed to Verizon that in order to be consistent with the other vendors the current lease agreement must be amended with similar compensation and approved by the City Council. The next semi-annual payment by Verizon is due on December 2, 2022 in the amount of \$20,087.51; inclusive of the additional cost for the additional antennas.

Verizon has provided the "2022 Amendment to 2013 Lease Agreement" document including appropriate additional compensation for the additional antennas. The City Attorney has reviewed the document and the compensation and has recommended the item appear before the City Council with a recommendation for approval.

BUDGET IMPACT:

The budget impact is an increase in the lease revenue in semi-annual payments of an additional \$1,800.00 for an annual increase of \$3,600.00 resulting in revenue to the water fund in the amount of \$20,087.51 with a continued annual escalator of 4% per year.

Lessee Site: 6853 Wyoming WT
Lessee Site ID: 261976

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this “First Amendment”) is entered into this ____ day of _____, 20__ by and between the City of Wyoming, a Michigan Municipal Corporation with an address of 1155 – 28th St. S.W., Wyoming, Michigan 49509 (hereinafter referred to as “Lessor”) and Cellco Partnership d/b/a Verizon Wireless whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “Lessee”).

WHEREAS, Lessor entered into an Agreement dated October 14, 2013 with Lessee’s predecessor in interest New Par, a Delaware partnership, d/b/a Verizon Wireless to allow Lessee to install communication equipment on Lessor’s water tank located at 5651 Gezon Court, City of Wyoming, County of Kent, State of Michigan.

WHEREAS Lessee Cellco Partnership d/b/a Verizon Wireless is the proper successor in interest to New Par, a Delaware partnership, d/b/a Verizon Wireless.

WHEREAS Lessor and Lessee, in their mutual interest, wish to amend the Agreement to modify Lessee’s equipment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Equipment Modification: Lessor consents to the installation and operation of additional antennae and related equipment as more completely described in the attached Exhibit B-1, attached hereto. Lessor’s execution of this First Amendment will signify Lessor’s approval of Exhibit B-1. Exhibit B of the Agreement shall be modified by this Exhibit B-1. Any reference in the Agreement to Exhibit B shall also be a reference to Exhibit B-1.

2. Rent: Beginning December 2, 2022, the semi-annual rent shall increase One Thousand Eight Hundred (\$1,800.00) Dollars and be due and payable in the amount of \$20,087.51 and shall be subject to all adjustments and escalations as provided in the Agreement.

3. Notice Address: Lessee hereby updates it’s notice address provided in Paragraph 23 of the Agreement to:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

4. This First Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

5. Except as modified herein, all other terms and conditions of the Agreement will remain in full force and effect. In the event that this First Amendment is inconsistent with the terms and conditions of the Agreement, then this First Amendment shall control.

LESSOR: City of Wyoming, a Michigan Municipal Corporation

By: _____

Name: Sam Bolt

Its: Mayor Pro Tem

Date: _____

By: _____

Name: Kelli A. Vandenberg

Its: City Clerk

Date: _____

Approved as to form:

By:  _____

Name: Scott G. Smith, City Attorney

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT B-1

**Dixon Engineering Drawings dated 3/8/2022 (3 sheets)
Final Antenna and Equipment Configuration Shown on Sheet S2**

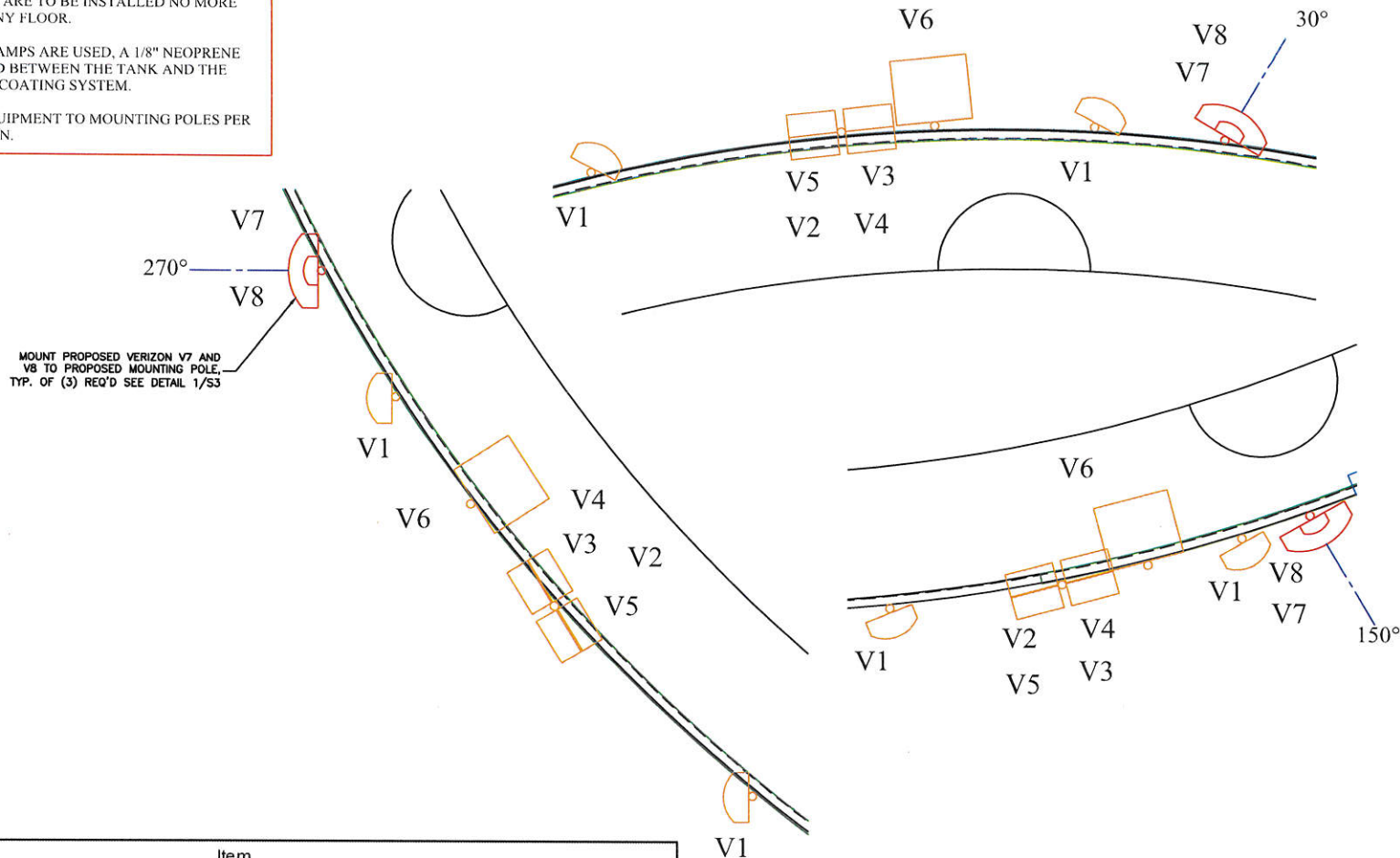
[see attached]

NOTE:

1. PROPOSED V7 ANTENNAS ARE TO BE INSTALLED NO MORE THAN 48" ABOVE BALCONY FLOOR.
 PROPOSED V8 ANTENNAS ARE TO BE INSTALLED NO MORE THAN 12" BELOW BALCONY FLOOR.

2. IF ANGLE ADAPTER CLAMPS ARE USED, A 1/8" NEOPRENE GASKET MUST BE PLACED BETWEEN THE TANK AND THE CLAMP TO PROTECT THE COATING SYSTEM.

3. ATTACH PROPOSED EQUIPMENT TO MOUNTING POLES PER MFR'S. RECOMMENDATION.



Item							
Mount	Quantity	Status	Location	Carrier	Description	Manufacture	Model
V1	6	Existing	Balcony	Verizon	Panel	Commscope	JAHH-65C-R3B-V2
V2	3	Existing	Balcony	Verizon	RRH	Ericsson	2212 B13
V3	3	Existing	Balcony	Verizon	RRH	Ericsson	2212 B2
V4	3	Existing	Balcony	Verizon	RRH	Ericsson	2212 B5
V5	3	Existing	Balcony	Verizon	RRH	Ericsson	2212 B66
V6	3	Existing	Balcony	Verizon	DC	Commscope	RCMDC-6627-PF-48
V7	3	Proposed	Balcony	Verizon	Panel	Ericsson	4408 w/ KRE 105 281/1
V8	3	Proposed	Balcony	Verizon	Panel	Ericsson	Air 6449

1 BALCONY PLAN VIEWS
 S2 SCALE: 11x17 : 3/8"=1' 22x34 : 3/4"=1'

26935 NORTHWESTERN HWY.
 SUITE 100
 SOUTHFIELD, MI 48034-8449
 OFFICE: 248-915-3000
 FAX: 248-915-3598

1104 Third Avenue
 Lake Orion, MI 48849
 Fax: (416) 774-7110
 Telephone: (416) 774-1221
 www.dixonengineering.net

GEZON W.T.
 2300 GEZON PARKWAY
 WYOMING, MI

NO.	DATE	REVISION/DESCRIPTION
1.	03/06/21	SUBMITTED FOR REVIEW/ISSUE

CARRIER SITE NO.
 6853

DIXON PROJECT NO.
 MI2022CMK-4135

DRAWN BY
 FJS

CHECKED BY
 CMK

SHEET TITLE

STRUCTURAL DRAWINGS

S2

ORDINANCE NO. 21-22

ORDINANCE TO AMEND CHAPTER 38 OF THE CODE OF ORDINANCES TO UPDATE
FLOODPLAIN AND FLOOD RELATED REGULATIONS TO ADDRESS FEDERAL
FLOOD PROGRAM CHANGES

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 38 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Floodplain Regulations" is amended to read as follows:

Chapter 38 FLOODPLAIN REGULATIONS

Sec. 38-1. Definitions.

The following words, terms, phrases, and acronyms when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Addition* means any extension or increase in the floor area of a building or structure at or below the surface of the land.

(2) *Area of special flood hazard* means the land subject to a one percent or greater chance of flooding in any given year.

(3) *Building* means a structure with roof and walls built for permanent use.

(4) *Building Official* means the duly appointed building official of the City or that individual's designee(s).

(5) *DEGLE* means the Michigan Department of the Environment, Great Lakes and Energy, and any successor agency.

(6) *Development* means any manmade change to land or buildings.

(7) *FEMA* means the United State Federal Emergency Management Agency and any successor to it.

(8) *Flood* means a general and temporary condition of inundation of normally dry land areas from the overflow of waters or the unusual and rapid accumulation of runoff of surface waters.

(9) *Flood frequency* means the average frequency, statistically determined, for which it is expected that a specific flood may be equaled or exceeded.

(10) *Flood Insurance Rate Maps* or *FIRMS* means the official maps issued by FEMA and include the flood insurance rate panels issued by FEMA and listed on the index panels 26081CIND1A and 26081CIND2A, dated February 23, 2023.

(11) *Flood Insurance Study* means the FEMA flood insurance study for Kent County, Michigan, All Jurisdictions dated February 23, 2023, and any further editions of that study issued by FEMA.

(12) *Floodproofing* means a combination of structural provisions, changes or adjustments to land and buildings subject to flooding primarily for the reduction or elimination of flood damages to properties, water and sanitary facilities, buildings and contents of buildings.

(13) *Floodway* means the channel of the watercourse and those portions of the adjoining floodplains which are required to carry and discharge the regulatory flood, as determined by FEMA.

(14) *Floodway fringe* means that portion of the regulatory floodplain located outside of the floodway which may generally be considered as backwater area of the regulatory flood.

(15) *Lowest floor* means the lowest floor of the lowest area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

(16) *Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured

home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days.

(17) *Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

(18) *MBC Appendix G* means Appendix G to the 2015 Michigan Building Code as approved by the Michigan Department of Licensing and Regulatory Affairs.

(19) *New construction* means construction commenced on or after August 17, 1982.

(20) *Regulatory flood* means a flood which is representative of large floods known to have occurred generally in the area and reasonably characteristic of what can be expected to occur in a particular stream. The regulatory flood generally has a frequency of 100 years determined from an analysis of floods on a particular stream and other streams in the same general area.

(21) *Regulatory flood protection elevation* means the height to which uses regulated by this chapter are required to be elevated or floodproofed.

(22) *Substantial improvement* means any repair, reconstruction or improvement of a building, the cost of which is 50 percent or more of the market value of the building prior thereto.

Sec. 38-2. Adoption and incorporation of maps and reports.

The FIRMS, the Flood Insurance Study, and MBC Appendix G are adopted, incorporated and made a part of this chapter. MBC Appendix G shall apply to all residential and non-residential construction within the 100-year floodplain.

Sec. 38-3. Scope of chapter.

This chapter shall apply to all land in the city within the boundaries of the floodway and floodway fringe areas. Uses allowed in the particular zoning district in which such land is located shall not be allowed unless allowed by this chapter in accordance with the requirements of this chapter.

Sec. 38-4. Review considerations.

The Building Official shall review applications for a special exception use in the floodway fringe area to determine if the requirements of this chapter have been met.

Sec. 38-5. Administrative duties; enforcement.

The city shall have the following administrative duties regarding enforcement of this chapter:

(1) Regulating development within the floodway or floodway fringe with regard to the National Flood Insurance Program, including:

(a) Notifying adjacent communities and DEGLE of the proposed alteration or relocation of any watercourse and submitting notification to FEMA.

(b) Verifying and recording the actual elevation in relation to the mean sea level of the lowest floor, including the basement, of all new construction, additions, or substantially improved structures within a flood hazard area fringe and, in the case of floodproofed structures, the elevation to which the structure was floodproofed.

(c) Recording certificates of floodproofing and notifying in writing applicants to whom variances are granted in the flood hazard area stating the terms of the variance, any increased danger to life and property, and the increased cost of flood insurance. A record of all variance notifications and actions shall be maintained, together with a justification for each variance.

(2) Maintaining records and maps pertaining to the National Flood Insurance Program and providing such records and maps for public inspection.

(3) Obtaining and utilizing the best available flood hazard data for purposes of administering this chapter in the absence of relevant data from FEMA.

Sec. 38-6. General standards.

The following general standards shall apply to all new construction and substantial improvements:

(1) All new construction, additions, and substantial improvements within a flood hazard area, including the placement of prefabricated buildings and mobile homes, shall be:

(a) Designed and anchored to prevent flotation, collapse or lateral movement of the structure.

(b) Constructed of materials and utility equipment resistant to flood damage.

(c) Constructed by methods and practices which minimize flood damage.

(d) Have the lowest floor, including any basement, elevated at least 1-Foot about the 100-year floodplain elevation.

(e) If there are substantial improvements, the addition, and the entire existing structure must comply with the preceding subsections (1)(a) through (1)(d).

(2) All new and replacement water supply systems shall minimize or eliminate infiltration of floodwaters into the systems.

(3) All new and replacement sanitary sewage systems shall minimize or eliminate infiltration of floodwaters into the systems and discharges from systems into floodwaters. Onsite waste disposal systems shall be located to avoid impairment to the system or contamination from the system during flooding.

(4) All public utility facilities shall be designed, constructed, and located to minimize or eliminate flood damage.

(5) Adequate drainage shall be provided to reduce exposure to flood hazards.

(6) The city planner and city engineer shall review development proposals to determine compliance with these standards and shall report such determinations to the building inspector.

(7) No property shall be divided in such a manner as to create parcels or lots which cannot be used in conformance with the requirements of this chapter.

(8) The flood-carrying capacity of any altered or relocated watercourse or floodway is designed to ensure flood-carrying capacity shall be maintained without causing any increase in the base flood elevation.

(9) Available flood hazard data from federal, state or other sources shall be reasonably utilized in meeting the standards of this chapter. Data furnished by FEMA shall take precedence over data from other sources. The building inspector shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, as criteria for requiring that new construction, substantial improvement or other developments in zone A meet the standards of this chapter.

(10) Protection of mechanical and electrical systems. New and replacement electrical equipment, heating, ventilating, air conditioning, plumbing connections, and other service equipment shall be located at 1-foot or more above the design flood elevation. Electrical wiring and outlets, switches, junction boxes and panels shall be elevated 1-foot or more above the design flood elevation, unless they conform to the provisions of the electrical part of this Code for location of such items in wet locations. Duct systems shall not be installed below the design flood elevation.

Sec. 38-7. Permitted uses in a floodway area.

The following uses shall be permitted in a floodway area if they are allowed in the zoning district and, if the applicant has provided a hydraulic analysis that properly demonstrates the use shall not increase the flood stages during the 100-year flood event:

(1) Agricultural uses.

(2) Industrial or commercial parking areas.

(3) Recreational uses.

(4) Public utility facilities.

(5) Navigational and drainage aids.

(6) Other water-related uses, subject to approval by the water resources commission of DEGLE.

(7) Residential support uses limited to lawns, gardens, parking areas and play areas.

Sec. 38-8. Special uses and conditions in a floodway area.

Uses shall be allowed in a floodway area after the owner or proposed user of the land has applied to and received permission from DEGLE to use the land for such purposes, and provided further that it meets the requirements of the zoning district and the applicant has demonstrated that the use will not cause any increase in the base flood elevation. Encroachment in a floodway area, including fill, new construction, substantial improvements, and other development shall not be allowed unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.

Sec. 38-9. Prohibited uses in a floodway area.

The following uses shall be prohibited in a floodway area:

- (1) Buildings intended to be residences. No substantial improvements to any existing building shall be made.
- (2) Landfill, dump or junkyard.
- (3) The storage or processing of materials which may be buoyant, flammable, explosive or otherwise injurious to public health unless all storage and processing of such materials occurs inside a building in existence on June 19, 1990, with a floor elevation at least one foot above the regulatory flood level.
- (4) Sewage disposal systems.

Sec. 38-10. Permitted uses in a floodway fringe area.

All uses allowed in the zoning district are permitted provided that they also comply with section 38-11.

Sec. 38-11. Special conditions in a floodway fringe area.

The following special conditions shall apply to the floodway fringe areas provided all necessary development permits shall have been issued by appropriate local, state and federal authorities. Where a development permit cannot be issued prior to a building permit, a letter from the issuing agency indicating intent to issue contingent only upon a building permit shall be acceptable.

- (1) All new construction, additions, and substantial improvements of residential buildings having the lowest floor, including the basement, elevated to one foot above the regulatory flood level.
- (2) All new construction and substantial improvements of nonresidential buildings having either:
 - (a) The lowest floor, including the basement, elevated to one foot above the regulatory flood level; or
 - (b) Fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding which shall be no higher than 1-foot above grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (3) All manufactured homes, to be placed, added on to, or substantially improved within the 100-year floodplain.
- (4) Manufactured homes, and any additions thereto, shall be anchored to resist flotation, collapse or lateral movement by providing over-the-top and frame ties in accord with the following specifications:
 - (a) Over-the-top ties shall be provided at each of the four corners of the manufactured home, with two additional ties at intermediate locations, except that on manufactured homes less than 50 feet in length, one tie per side shall be required.
 - (b) Frame ties shall be provided at each corner with five additional ties per side at intermediate locations; except that on manufactured homes less than 50 feet in length, four ties per side shall be required.
- (5) Recreational vehicles placed on sites within the 100-year floodplain must at least one of the following:
 - (a) Be on the site for fewer than 180 consecutive days;
 - (b) Be fully licensed and ready for highway use; or
 - (c) Meet the permit requirements of subsection (1) of this section and the elevation and anchoring requirements for "manufactured homes" in subsection (3) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect-type utilities and security devices, and has no permanently attached additions.

Sec. 38-12. Plans and specifications.

Before any special uses are allowed, a permit from the building inspector shall be required. The following materials shall be submitted to the building inspector, along with the request for any special use approvals:

(1) Plans in triplicate drawn to a scale of one inch equals 100 feet showing the nature, location, dimensions and elevations of the lot, existing or proposed structures, fill, storage of materials, floodproofing measures, and the relationship of the above to the location of the channel floodway and regulatory flood protection level.

(2) Plans (surface) showing elevations or contours of the ground at two-foot intervals; pertinent structures; fill or storage elevations; size, location and spatial arrangement of all proposed and existing land uses and vegetation; upstream and downstream soil types; and other pertinent information which may be required by the building inspector.

(3) Specification for building construction and materials, floodproofing, filling, dredging, grading, channel improvement, storage or materials, water supply and sanitary facilities.

Sec. 38-13. Appeals.

Any person may appeal a decision of the building official relating to the provisions of this chapter to the construction board of appeals by filing an application with the building official and paying the required application fee. No variance shall be granted for any proposed development in a floodway if any increase in flood levels would result during the base flood discharge. Variance criteria, restrictions, and considerations in MBC Appendix G shall apply and shall be followed.

Section 2. That this ordinance shall take effect on _____, 2022.

Section 3. That in codifying this ordinance, MuniCode shall keep the subsections and other nomenclature in the forms provided without editing.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2022.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 21-22

STAFF REPORT

Date: October 12, 2022
Subject: Updated Flood Regulations
From: Scott Smith, City Attorney
Jeff Oonk, City Engineer's Office
Meeting Date: October 17, 2022

RECOMMENDATION:

Adopt the Ordinance to Amend Chapter 38 of the Code of Ordinances to Update Floodplain and Flood Related Regulations to Address Federal Flood Program Changes.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is supported when development is undertaken to minimize damage during flood events.

Safety – Avoiding flood damage to buildings protects the public for adverse health and safety consequences of flooding.

Stewardship – Preventing flood damage avoids costs that arise from flooding.

BUDGET IMPACT:

The proposed amendments will not impact the budget.

DISCUSSION:

FEMA updated its flood maps. EGGLE suggested other changes to the ordinance so it complies with EGGLE's requirements related to flood regulations. This ordinance revision addresses those changes.