

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

- 1) Call to Order**
- 2) Invocation** – Pastor Rob Schmidt, Christ Lutheran 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 17, 2022 Regular Meeting and the October 31, 2022 Special Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**
- 15) Resolutions**
 - a) To Amend the Administrative and Supervisory Association Employment Agreement to Exclude the Position of Communications Manager
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - b) To Approve an Amendment to the Contract with Reason Consulting Corporation and to Authorize the Mayor and City Clerk to Execute the Contract

- c) To Concur with Change Orders for the Gezon Park Phase One Development Project and to Authorize the City Manager to Execute Change Order Number Seven
- d) To Accept a Proposal from Auto Body Xperts to Extend the Bid for Automotive Body Repair Services
- e) To Approve Payment of the Annual Grand Valley Metropolitan Council Dues
- f) To Participate in the Operation and Maintenance of the Regional Geographic Information System (REGIS)
- g) To Accept Proposals from The Architectural Group (T.A.G.) to Provide Architectural and Engineering Services for Improvements to City Hall and Fire Stations #1 and #2 and to Authorize the Mayor and City Clerk to Execute the Contracts
- h) To Authorize the Purchase of Windows Server 2022 Licenses
- i) To Authorize the Purchase of Cradlepoint Modems and Accessories from Ensemble Solutions Group
- j) For the Purchase of Three Power DMS Technology Modules and to Authorize the Mayor and City Clerk to Execute the Agreement
- k) To Accept Three Proposals from Knight Watch, Inc. for Card Reader Upgrades and to Authorize the Mayor and City Clerk to Execute the Contract
- l) To Accept Quotes from Johnstone Supply and Shoemaker Heating and Cooling Supply for the Purchase of HVAC Supplies
- m) To Concur with an LED Upgrade Project at the Water Treatment Plant and Approve the Attached Budget Amendment (Budget Amendment No. 53)
- n) To Concur with an Emergency Expense for the Water Plant Yard Piping Project and to Authorize Payment to Prein & Newhof (Budget Amendment No. 51)
- o) For Award of Bids and to Authorize the Mayor and City Clerk to Execute the Contracts
 - 1. Turbidimeters
 - 2. Space Needs and Facilities Assessment for the Public Works Facility

17) Ordinances

- 19-22 To Amend Chapter 90 of the Code of Ordinances by Amending Sections 90-202 and 90-204 In Article 2 (Final Reading)
- 20-22 To Amend Section 90-32 of the Code of Ordinances by Adding Subsection (135) to Rezone 4500, 4520, 4546, 4570, and 4586 Burlingame Avenue SW from R-1 to R-3 (Final Reading)
- 22-22 To Amend Chapter 90, Article 5, of the Code of Ordinances by Adding Sections 90-515 and 90-516 to Incorporate by Reference the Current Zoning Map and Provide Rezoning of Property (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 TO AMEND THE ADMINISTRATIVE AND SUPERVISORY
ASSOCIATION EMPLOYMENT AGREEMENT TO EXCLUDE THE
POSITION OF COMMUNICATIONS MANAGER

WHEREAS:

1. The City Council has approved employment agreement between the City of Wyoming and the Wyoming Administrative and Supervisory Association.
2. The City Manager recommends City Council amend the employment agreement to exclude the classification of Communications Manager as shown on the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby amend the employment agreement between the City of Wyoming and the Wyoming Administrative and Supervisory Association to exclude the classification of Communication Manager and authorizes the City Manager to sign the Memorandum of Understanding.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

ATTACHMENT:
Memorandum of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

MEMORANDUM OF UNDERSTANDING

RE: Communications Manager

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

1. The classification of Communications Manager is hereby excluded from the bargaining unit.
2. Modify Article I, Section 2 of the collective bargaining agreement by adding Communications Manager to the list of excluded classifications

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

By: _____

Its: City Manager

By: _____

Its: President

Date: _____

Date: _____

10/18/22

RESOLUTION NO. _____

RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH
REASON CONSULTING CORPORATION AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. On October 21, 2019, City Council adopted Resolution number 26525 entering into a three-year contract with Tax Management Associates to provide services associated with business personal property tax administration.
2. On May 13, 2022, the government services division of Tax Management Associates became a separate company known as Reason Consulting Corporation and on May 16, 2022, City Council adopted Resolution number 27359 assigning the contract to Reason Consulting Corporation.
3. As detailed in the attached staff report, the City Assessor recommends City Council approve a twelve month amendment to the contract with an additional two one-year renewal options.
4. Expenses will be charged to account number 101-209-20900-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve an amendment to the contract with Reason Consulting Corporation.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

STAFF REPORT

Date: October 27, 2022

Subject: Reason Consulting Corporation Contract Amendment

From: Scott Engerson, City Assessor

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended that the City Council approve an amendment to the contract with Reason Consulting Corporation. The amendment will provide for the continuation of outsourcing auditing services associated with business personal property tax compliance. The amendment allows the contract to be extended for 12 months with an additional 2 one – year options at the discretion of the client.

COMMUNITY, SAFETY, STEWARDSHIP:

Approving this contract amendment aligns with the City's mission of stewardship in that the routine auditing of business personal property tax returns and non-filers increases taxpayer compliance and fairness in tax burdens.

DISCUSSION:

In October 2019 the City entered into a 3-year contract for services related to business personal property tax administration. Services provided annually included conducting a personal property canvass, processing personal property statements, and auditing a sub-set of filed statements as well as a sub-set of non-filers.

Due to current staffing levels in the City Assessor's Office, the City Assessor has determined that the annual canvass and annual processing of returns can be accomplished in-house for the upcoming 2023 roll year. With respect to auditing services, Reason Consulting Corporation is uniquely qualified in conducting complex audits of large businesses. For these reasons, the City Assessor is requesting an extension of auditing services only.

BUDGET IMPACT:

As stated in the proposed contract extension, the amount spent on auditing services shall not exceed \$10,000 in any contract year. Expenses will not be incurred until FY 2024. If the amendment is approved, the City Assessor will make a request for \$10,000 when preparing the City Assessor's Office FY 2024 budget. The services will be applied to the professional services budget account number 101-209-20900-801.000.

CONTRACT EXTENSION

This is an Amendment to the contract between Reason Consulting Corporation ("Consultant"), and City of Wyoming ("Client") as originally entered on October 21, 2019.

1. Term

This Amendment extends the auditing services portion of the original contract for a period of 12 months beyond the initial term, which is set to expire on October 22, 2022. In addition, this Amendment allows the contract to be extended by an additional 2 one-year options at the discretion of the client.

2. Services

Consultant will provide auditing services as described in the original contract. Consultant may use additional methods, enhanced technologies, or other improvements in the delivery of those services.

3. Notices to Reason Consulting Corporation

All notices regarding this contract or aspects thereof should be sent to Consultant electronically to contracts@reason.consulting or, if by physical delivery, to 2820 Selwyn Ave, STE 856, Charlotte NC 28209 to the attention of the Legal Department.

4. Fees

Auditing Services. The fees for auditing services are unchanged.

Fees for services shall not exceed \$10,000 in any contract (including any extension) year without further approval of the City Council.

City of Wyoming

By: _____
Sam Bolt, Mayor Pro Tem

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: November __, 2022

Approved as to form:

Scott G. Smith, City Attorney

Reason Consulting Corporation

By: _____
Mark C. Cooke, CEO

Date signed: November 2, 2022

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH CHANGE ORDERS
FOR THE GEZON PARK PHASE ONE DEVELOPMENT PROJECT AND TO
AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER SEVEN

WHEREAS:

1. On August 16, 2021, City Council adopted Resolution number 27116 awarding the bid for the Gezon Park Phase One Development Project to Katerberg Verhage, Inc.
2. As detailed in the attached staff report, change order numbers one through seven were approved by the previous department head and it is recommended the City Council concur with the change orders.
3. There are sufficient funds in the project contingency.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with change orders one through seven in the total estimated amount of 46,999.41.
2. The City Council does hereby authorize the City Manager to sign change order number seven.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Change Orders
Change Order Log

Resolution No. _____

STAFF REPORT

Date: October 24, 2022

Subject: Gezon Park Redevelopment Change Orders

From: Krashawn Martin, Director of Parks and Recreation

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended the City Council concur with seven change orders for the Gezon Park Phase One Development Project.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. The improvement of Gezon Park increases our ability to equitably provide for recreation and leisure services to a significant, residentially dense geographic area of our community.

DISCUSSION:

On August 16, 2021, City Council approved Resolution number 27116 for award of bid of the Gezon Park Phase One Development Project. The Gezon Park project is nearing completion and to date there have been seven change orders. The change orders include:

- Change Order #001 – shelter cost increase, \$10,513.92, completed 10/13/2021
- Change Order #002 – additional tree clearing, \$2,000.00, completed 10/13/2021
- Change Order #003 – water service revisions, \$4,490.00, completed 12/16/2021
- Change Order #004 – shade sail cost increase, \$3,715.49, completed 2/4/2022
- Change Order #005 – security camera conduit, \$14,850, completed 6/16/2022
- Change Order #006 – miscellaneous items, \$10,500.00, completed 7/2/2022
- Change Order #007 – restroom door grates, \$930.00, completed, 9/15/2022

The work related to all seven change orders have been completed. The first six change orders were approved and signed by the previous department head. The seventh change order was verbally approved but has not yet been signed.

BUDGET IMPACT:

The total cost of the seven change orders is \$46,999.41 and is supported by the included documents. There are sufficient funds in the project's contingency, so no budget amendment is necessary.

The Gezon Park Phase One Development Project by Katerberg Verhage, Inc. was approved by the City Council on August 16, 2021 at a cost of \$2,091,500 with a contingency of 13% or \$271,895. The costs associated with these change orders bring the construction cost to \$2,138,499.41 with remaining contingency of approximately \$214,381.67

CHANGE ORDER

OWNER X
LANDSCAPE ARCHITECT X
CONTRACTOR X
FIELD ____
OTHER ____

PROJECT: Gezon Park Phase One Improvements

CHANGE ORDER NO.: 1

TO: Katerberg VerHage
3717 Michigan Ave NE
Grand Rapids, MI 49525

PROJECT NO.: 20WYO01

CONTRACT DATE: August 16, 2021

Contractor is directed to proceed with the following changes in this Contract:

1. Additional compensation for an unforeseen price increase on the Coverworks steel shelter that occurred between bidding and notice to proceed.

Attachments: Change order request #1, dated 10/13/2021 from Katerberg VerHage.

The original Contract Sum was.....\$ 2,091,500.00
Net change by previous Change Orders.....\$ 0.00
The Contract Sum prior to this Change Order was\$ 2,091,500.00
The Contract Sum will be increased by this Change Order\$ 10,513.92
The new Contract Sum including this Change Order will be\$ 2,102,013.92
The Contract Time will be unchanged by (0) days
The Date of Completion as of the date of this Change Order therefore is N/A

Landscape Architect:

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

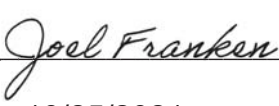
Contractor:

Katerberg VerHage
3717 Michigan St NE
Grand Rapids, MI 49525

Owner:

City of Wyoming
Parks and Recreation Dept.
PO Box 905
Wyoming, MI 49509

By: 
Date: October 25, 2021

By: 
Date: 10/25/2021

By: _____
Date: _____



October 13, 2021

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Change Order Request #1

Project: Gezon Park Improvements – 20WYO01
RE: Pavilion Steel Cost

Compensation for an unforeseen price increase on the Coverworks steel shelter that occurred between bidding and a notice to proceed.

Total = \$10,513.92

Thank you,

Joel Franken

Project Manager

joelf@katerbergverhage.com



1279 Hazelton-Etna Road SW
Pataskala, OH 43062
614-855-3790
www.midstatesrecreation.com

QUOTATION

Sold To	MI General Contractor - Bids General Bids General Bids General, MI, 12345 United States	Ship To	
----------------	---	----------------	--

Date	Quote #	Terms	Rep	Project	Ship Contact
2021-06-16	QTN-07779 Valid Until 07-16-2021		Linda Broersma	2021 06 Gezon Park Improvements - Shelter, Shade, Site Amenities - Mi General Contractor - Bids	

Item Code	Description	Qty	Rate	Amount
Coverworx	30' x 44' Steelworx Shelter: Vented Hip, 8'0" Eave ,4:12 Roof Pitch , w/ Polyester Powder Coated Frame, w/ 24 ga MultiRib Metal Roofing. Includes Tongue and Groove Decking and Standing Seam metal roof. Does not include engineering seals.	1.0 Unit	\$ 65,850.00	\$ 65,850.00
Miscellaneous Charges	Engineering Seals if needed	1.0 Each	\$ 850.00	\$ 850.00
Freight	Coverworx Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 2,313.00	\$ 2,313.00
Solar Shade USA	Solar Shade USA Multiple sail structure 5 columns / 3 panels Eave 8-9-10 feet Does not include Engineering Seals	1.0 Unit	\$ 17,045.00	\$ 17,045.00
Solar Shade USA	Solar Shade USA Single panel trishade Eave 8-9-10 feet. Does not include Engineering Seals	1.0 Unit	\$ 8,395.00	\$ 8,395.00
Miscellaneous Charges	Engineering Seals if needed	1.0 Each	\$ 1,700.00	\$ 1,700.00
Freight	Solar Shade Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 2,350.00	\$ 2,350.00
SY116D	ADA Rnd Table - Port./Surf. Mt. - Diamond	6.0 Unit	\$ 1,334.00	\$ 8,004.00



1279 Hazelton-Etna Road SW
Pataskala, OH 43062
614-855-3790
www.midstatesrecreation.com

QUOTATION

Item Code	Description	Qty	Rate	Amount
CN420D	6' Contemporary Bench With Back - Surf. Mt. - Diamond Pattern	7.0 Unit	\$ 879.00	~~\$ 6,153.00~~
GV420G	6' Bench w/back - Portable/Surface Mount	2.0 Unit	\$ 1,154.00	~~\$ 2,308.00~~
Freight	Wabash Valley Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 954.00	~~\$ 954.00~~

Subtotal ~~\$ 115,922.00~~
Michigan Sales Tax ~~\$ 6,955.32~~
Total ~~\$ 122,877.32~~

Customer - Down Payment, Balance Due At Shipment

Terms are check with order, or 50% down payment of product and freight charges, with approved credit. Balance of product & freight will be invoiced upon shipment, due Net 10 days.

Supply Only, does not include unloading or installation

Pricing is for 2021

65,850.00
850.00
2,313.00
69,013.00
TAX 4,141.00
\$ 73,154.00

Signature _____
(Approval)

Printed Name _____

Title _____

Date _____



1279 Hazelton-Etna Road SW
Pataskala, OH 43062
614-855-3790
www.midstatesrecreation.com

QUOTATION

Sold To	Vander Kodde Construction Co. Accounts Payable 44th Street SW Grand Rapids, MI, 49548 United States	Ship To	Vander Kodde Construction Co. Accounts Payable 44th Street SW Grand Rapids, MI, 49548 United States
----------------	---	----------------	---

Date	Quote #	Terms	Rep	Project	Ship Contact
2021-09-15	QTN-08538 Valid Until 10-15-2021		Linda Broersma	2021 09 Gezon Park Coverworx Shelter - Mi Vander Kodde Construction Co.	Jack Jolman 616-780-4860

Item Code	Description	Qty	Rate	Amount
Coverworx	30' x 44' Steelworx Shelter: Vented Hip, 8'0" Eave ,4:12 Roof Pitch , w/ Polyester Powder Coated Frame, w/ 24 ga MultiRib Metal Roofing. Includes Tongue and Groove Decking and Standing Seam metal roof. Does not include engineering seals.	1.0 Unit	\$ 75,769.00	\$ 75,769.00
Miscellaneous Charges	Engineering Seals	1.0 Each	\$ 850.00	\$ 850.00
Freight	Coverworx Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 2,313.00	\$ 2,313.00

Subtotal	\$ 78,932.00
Michigan Sales Tax	\$ 4,735.92
Total	\$ 83,667.92

Signature _____
(Approval)

Printed Name _____

Title _____

CHANGE ORDER

OWNER X
LANDSCAPE ARCHITECT X
CONTRACTOR X
FIELD ____
OTHER ____

PROJECT: Gezon Park Phase One Improvements

CHANGE ORDER NO.: 2

TO: Katerberg VerHage
3717 Michigan Ave NE
Grand Rapids, MI 49525

PROJECT NO.: 20WYO01

CONTRACT DATE: August 16, 2021

Contractor is directed to proceed with the following changes in this Contract:

1. Cut down and stump grind (2) 36" oak trees located outside of the project clearing limits, directly behind the proposed restroom building.

Attachments: Change order request #2, dated 10/13/2021 from Katerberg VerHage.

The original Contract Sum was.....\$ 2,091,500.00
Net change by previous Change Orders.....\$ 10,513.92
The Contract Sum prior to this Change Order was\$ 2,102,013.92
The Contract Sum will be increased by this Change Order\$ 2,000.00
The new Contract Sum including this Change Order will be\$ 2,104,013.92
The Contract Time will be unchanged by (0) days
The Date of Completion as of the date of this Change Order therefore is N/A

Landscape Architect:

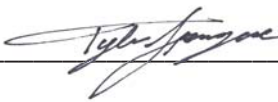
Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Contractor:

Katerberg VerHage
3717 Michigan St NE
Grand Rapids, MI 49525

Owner:

City of Wyoming
Parks and Recreation Dept.
PO Box 905
Wyoming, MI 49509

By: 
Date: October 25, 2021

By: 
Date: 10/25/2021

By: _____
Date: _____



October 13, 2021

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Change Order Request #2

Project: Gezon Park Improvements – 20WYO01
RE: Tree Clearing

Cut down and stump grind (2) 36" Oak located outside of the clearing limits, directly behind the proposed restroom

Total = \$2,000.00

Thank you,

Joel Franken

Project Manager

joelf@katerbergverhage.com

CHANGE ORDER

OWNER X
LANDSCAPE ARCHITECT X
CONTRACTOR X
FIELD ____
OTHER ____

PROJECT: Gezon Park Phase One Improvements

CHANGE ORDER NO.: 3

TO: Katerberg VerHage
3717 Michigan Ave NE
Grand Rapids, MI 49525

PROJECT NO.: 20WYO01

CONTRACT DATE: August 16, 2021

Contractor is directed to proceed with the following changes in this Contract:

1. Revisions made to the water services as shown in the attached sketch. The revisions are based on discussion with Wyoming Parks and are modeled after the water services at Lamar Park.
 - Cap the existing 4" watermain below ground with a restrained reducer cap to transition to a 2" copper water service line to supply the splash pad/irrigation meter.
 - Add a 2" curb stop and box to the splash pad/irrigation water service line
 - Add a 2" curb stop and box to the restroom service line

Attachments: Change order request #3, dated 12/16/2021 from Katerberg VerHage.

The original Contract Sum was.....\$ 2,091,500.00
Net change by previous Change Orders.....\$ 12,513.92
The Contract Sum prior to this Change Order was\$ 2,104,013.92
The Contract Sum will be increased by this Change Order\$ 4,490.00
The new Contract Sum including this Change Order will be\$ 2,108,503.92
The Contract Time will be unchanged by (0) days
The Date of Completion as of the date of this Change Order therefore is N/A

Landscape Architect:

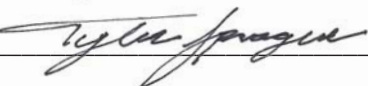
Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Contractor:

Katerberg VerHage
3717 Michigan St NE
Grand Rapids, MI 49525

Owner:

City of Wyoming
Parks and Recreation Dept.
PO Box 905
Wyoming, MI 49509

By: 

By: 

By: _____

Date: December 16, 2021

Date: 12/16/2021

Date: _____



December 16, 2021

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Project: Gezon Park Improvements – 20WYO01
RE: Water Service Revisions

Revisions made to the water services as shown in the attached sketch. The revisions are based on discussion with Wyoming Parks and are modeled after the water services at Lamar Park.

- Cap the existing 4" watermain below ground with a restrained reducer cap to transition to a 2" copper water service line to supply the splash pad/irrigation meter
- Add a 2" curb stop and box to the splash pad/irrigation water service line
- Add a 2" curb stop and box to the restroom service line

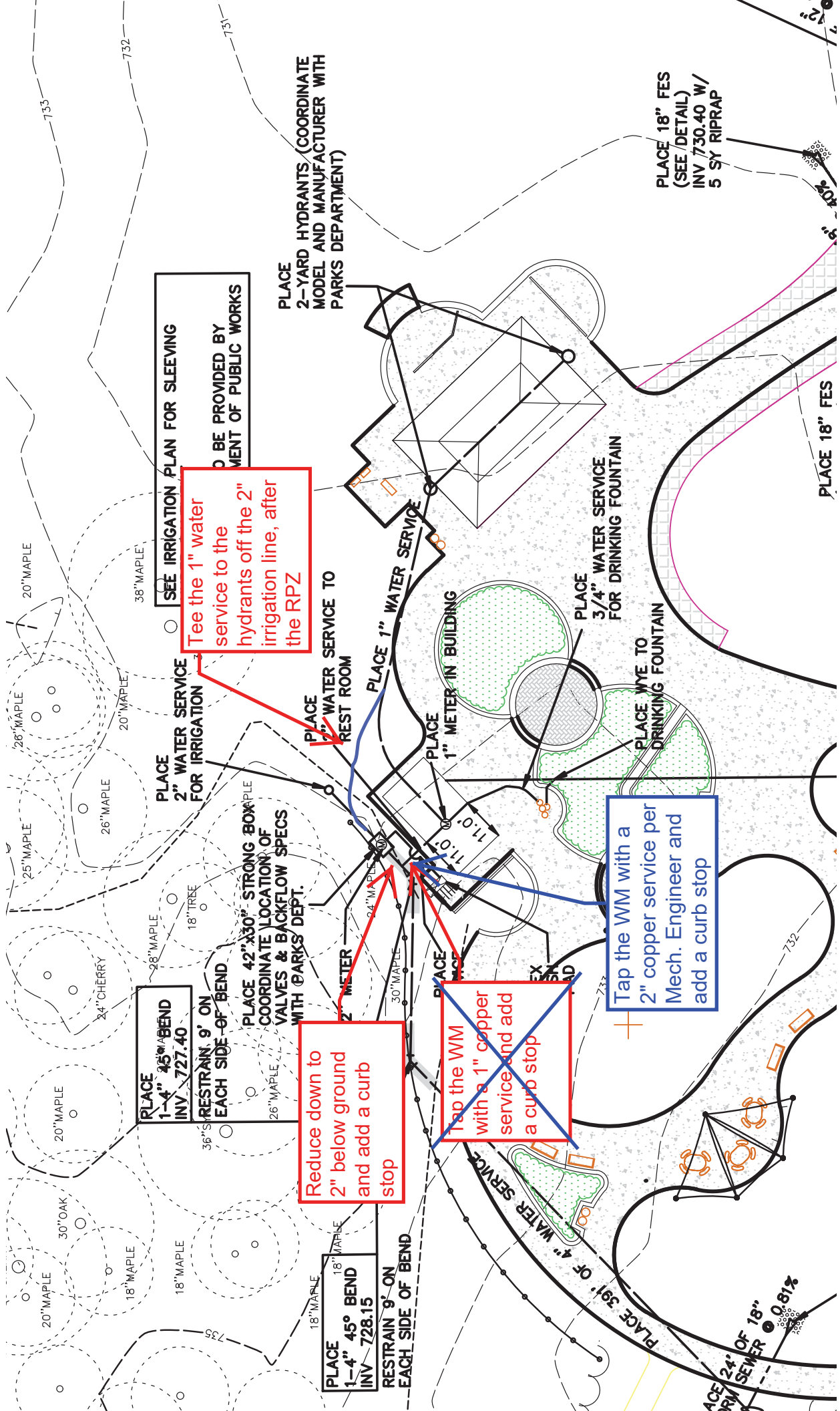
Total = \$4,490.00

Thank you,

Joel Franken

Project Manager

joelf@katerbergverhage.com



CHANGE ORDER

OWNER X
LANDSCAPE ARCHITECT X
CONTRACTOR X
FIELD ____
OTHER ____

PROJECT: Gezon Park Phase One Improvements

CHANGE ORDER NO.: 4

TO: Katerberg VerHage
3717 Michigan Ave NE
Grand Rapids, MI 49525

PROJECT NO.: 20WYO01

CONTRACT DATE: August 16, 2021

Contractor is directed to proceed with the following changes in this Contract:

Compensation for an unforeseen price increase on the shade shelters while submittal revisions were being made.

Attachments: Change order request #4, dated 1/18/2022 from Katerberg VerHage.

The original Contract Sum was.....\$ 2,091,500.00
Net change by previous Change Orders.....\$ 17,003.92
The Contract Sum prior to this Change Order was\$ 2,108,503.92
The Contract Sum will be increased by this Change Order\$ 3,715.49
The new Contract Sum including this Change Order will be\$ 2,112,219.41
The Contract Time will be unchanged by (0) days
The Date of Completion as of the date of this Change Order therefore is N/A

Landscape Architect:

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Contractor:

Katerberg VerHage
3717 Michigan St NE
Grand Rapids, MI 49525

Owner:

City of Wyoming
Parks and Recreation Dept.
PO Box 905
Wyoming, MI 49509

By: 

Date: February 1, 2022

By: 

Date: 2/1/2022

By: _____

Date: _____



January 18, 2022

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Project: Gezon Park Improvements – 20WYO01
RE: Shade Shelter Price Increase

Compensation for an unforeseen price increase on the shade shelters while submittal revisions were being made.

Original Quote = \$24,769.94
Revised Quote = \$32,343.00

Increase of \$7,573.06 or 30.6%

The city has agreed to pay for a 15% increase or \$3,715.49

Total = \$3,715.49

Thank you,

Joel Franken

Project Manager

joelf@katerbergverhage.com



4150 S.W. 19 Street
Ocala, FL 34474
p: (800) 609-6066 | f: (352) 237-2256
www.shadesystemsinc.com

Sales Order

Bill To: All Bidders

Prepared By: Josh Walk (x124)
(352) 237-0135
josh@shadesystemsinc.com

Project Name: Gezon Park Phase One Improvements

Quote No.: Q-03878
Quote Date: 7/12/2021
Expires On: 10/12/2021

Thank you for your interest in Shade Systems. We are happy to quote the following product(s):

QTY	DESCRIPTION	EACH	TOTAL
1	Custom Sails consisting of (5) columns and (3) fabric canopies per attached drawing dated 6/8/2021 - Pier Mounted Columns CoolNet™ Color: _____ Powder Coat Color: _____	\$12,822.88	\$12,822.88
1	Custom Sails consisting of (3) columns and (1) fabric canopy per attached drawing dated 6/8/2021 - Pier Mounted Columns CoolNet™ Color: _____ Powder Coat Color: _____	\$7,089.06	\$7,089.06
2	Michigan Professional Engineer Sealed Drawings	\$600.00	\$1,200.00
2	Michigan Professional Engineer Sealed Calculations	\$300.00	\$600.00
1	Shipping / Handling Charge to Wyoming, Michigan 49519	\$3,058.00	\$3,058.00
TOTAL:			\$24,769.94

IMPORTANT TERMS & CONDITIONS:

- All products quoted are per standard Shade Systems specifications per our catalog with column type(s) indicated.
- Please note that our Pier Mount columns (if applicable) are designed to be fastened to a concrete pier poured to the specifications shown in our engineering drawings, and not to an existing concrete slab, sidewalk, or floor.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available at \$800.00 additional cost per optional color selected.
- Prices do not include any applicable taxes, concrete supplies, anchoring hardware (if applicable), truck unloading or installation.
- Current shipping schedule is estimated at 6 to 8 weeks after receipt of order with deposit.
- Once order is placed and/or Notice to Proceed (NTP) is given, customer agrees to accept delivery of product in accordance with this Sales Order's estimated shipping schedule and payment terms. Customer agrees that in the event it requests a delay to shipment after NTP, customer will pay an additional 5% storage charge per week (or portion thereof) that shipment is delayed, calculated on total purchase price.
- To place this order, please indicate desired colors in the space above and return signed copy of this Sales Order with your deposit check in the amount of 50% of the Sales Order total. You may fax this sheet to schedule your order while check is in the mail. Your order will ship via common carrier with the balance due C.O.D. by cashier's check, plus the carrier's C.O.D. fee payable by a separate check. You will be notified of the C.O.D. amounts due by the carrier 48 hours in advance of scheduled delivery. Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the factory and all resulting charges will be applied to your account.

ABOVE APPROVED AND ACCEPTED:

By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees to pay to the seller interest on accounts past due at a rate of 1.50% per month or the maximum allowed interest rate by applicable law, whichever is lower, all collection costs including attorney's fees, and other costs involved in the collection of any accounts past due. Buyer agrees this order is not cancelable.

BY: _____ TITLE: _____ DATE: _____



4150 S.W. 19 Street
Ocala, FL 34474
p: (800) 609-6066 | f: (352) 237-2256
www.shadesystemsinc.com

Sales Order

Bill To: Katerberg VerHage, Inc.
3717 Michigan St. NE
Grand Rapids, Michigan 49525
Joel Franken
joelf@katerbergverhage.com

Prepared By: Josh Walk (x124)
(352) 237-0135
josh@shadesystemsinc.com

Quote No.: Q-05469
Quote Date: 12/13/2021
Expires On: 2/11/2022

Project Name: Gezon Park Phase One Improvements

Thank you for your interest in Shade Systems. We are happy to quote the following product(s):

QTY	DESCRIPTION	EACH	TOTAL
1	Custom Sails consisting of (5) columns and (3) fabric canopies per attached drawing dated 6/8/2021 - Pier Mounted Columns CoolNet™ Color: _____ Powder Coat Color: _____	\$17,379.00	\$17,379.00
1	Custom Sails consisting of (3) columns and (1) fabric canopy per attached drawing dated 6/8/2021 - Pier Mounted Columns CoolNet™ Color: _____ Powder Coat Color: _____	\$9,915.00	\$9,915.00
2	Michigan Professional Engineer Sealed Drawings	\$600.00	\$1,200.00
2	Michigan Professional Engineer Sealed Calculations	\$300.00	\$600.00
1	Shipping / Handling Charge to Wyoming, Michigan 49519	\$3,249.00	\$3,249.00
TOTAL:			\$32,343.00

IMPORTANT TERMS & CONDITIONS:

Shade Systems cost increase = \$7,573.06 = 30.6%

- All products quoted are per standard Shade Systems specifications per our catalog with column type(s) indicated.
- Please note that our Pier Mount columns (if applicable) are designed to be fastened to a concrete pier poured to the specifications shown in our engineering drawings, and not to an existing concrete slab, sidewalk, or floor.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available at \$800.00 additional cost per optional color selected.
- Prices do not include any applicable taxes, concrete supplies, anchoring hardware (if applicable), truck unloading or installation.
- Current shipping schedule is estimated at 8 to 10 weeks after receipt of order with deposit.
- Once order is placed and/or Notice to Proceed (NTP) is given, customer agrees to accept delivery of product in accordance with this Sales Order's estimated shipping schedule and payment terms. Customer agrees that in the event it requests a delay to shipment after NTP, customer will pay an additional 5% storage charge per week (or portion thereof) that shipment is delayed, calculated on total purchase price.
- To place this order, please indicate desired colors in the space above and return signed copy of this Sales Order with your deposit check in the amount of 50% of the Sales Order total. You may fax this sheet to schedule your order while check is in the mail. Your order will ship via common carrier with the balance due C.O.D. by cashier's check, plus the carrier's C.O.D. fee payable by a separate check. You will be notified of the C.O.D. amounts due by the carrier 48 hours in advance of scheduled delivery. Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the factory and all resulting charges will be applied to your account.

ABOVE APPROVED AND ACCEPTED:

By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees to pay to the seller interest on accounts past due at a rate of 1.50% per month or the maximum allowed interest rate by applicable law, whichever is lower, all collection costs including attorney's fees, and other costs involved in the collection of any accounts past due. Buyer agrees this order is not cancelable.

BY: _____ TITLE: _____ DATE: _____



CHANGE ORDER

OWNER X
 LANDSCAPE ARCHITECT X
 CONTRACTOR X
 FIELD
 OTHER

PROJECT: Gezon Park Phase One Improvements

CHANGE ORDER NO.: 5

TO: Katerberg VerHage
 3717 Michigan Ave NE
 Grand Rapids, MI 49525

PROJECT NO.: 20WYO01

CONTRACT DATE: August 16, 2021

Contractor is directed to proceed with the following changes in this Contract:

Cost to install additional conduit and handholes for future security camera installation per Bulletin No. 3 drawings.

Attachments: Bulletin No. 3 cost proposal, dated 6/6/2022 from Katerberg VerHage.

The original Contract Sum was.....\$ 2,091,500.00
 Net change by previous Change Orders.....\$ 20,719.41
 The Contract Sum prior to this Change Order was\$ 2,112,219.41
 The Contract Sum will be increased by this Change Order\$ 14,850.00
 The new Contract Sum including this Change Order will be\$ 2,127,069.41
 The Contract Time will be unchanged by (0) days
 The Date of Completion as of the date of this Change Order therefore is N/A

Landscape Architect:

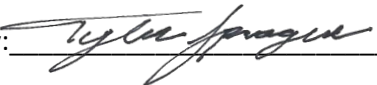
Johnson Hill Land Ethics Studio
 412 Longshore Drive
 Ann Arbor, MI 48105

Contractor:

Katerberg VerHage
 3717 Michigan St NE
 Grand Rapids, MI 49525

Owner:

City of Wyoming
 Parks and Recreation Dept.
 PO Box 905
 Wyoming, MI 49509

By: 

By: 

By: _____

Date: June 16, 2022

Date: 6/16/2022

Date: _____



June 6, 2022

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Project: Gezon Park Improvements – 20WYO01
RE: Bulletin #3

1. Furnish and install conduits and handholes around the plaza/splash pad
 - Open trench 300' of 2" PVC security conduit
 - Install (5) 17"x30" handhole ground boxes
 - Connect to existing conduits

Total = \$9,860.00

2. Furnish and install conduits and one handhole at the (3) north light poles. This conduit will extend from the last handhole box on the plaza/splash pad run.
 - Open trench 250' of 2" PVC security conduit
 - Install (1) 17"x30" handhole ground boxes
 - Connect to existing conduits

Total = \$4,990.00

Thank you,

Joel Franken

Project Manager

joelf@katerbergverhage.com



CHANGE ORDER

OWNER X
 LANDSCAPE ARCHITECT X
 CONTRACTOR X
 FIELD ____
 OTHER ____

PROJECT: Gezon Park Phase One Improvements

CHANGE ORDER NO.: 6

TO: Katerberg VerHage
 3717 Michigan Ave NE
 Grand Rapids, MI 49525

PROJECT NO.: 20WYO01

CONTRACT DATE: August 16, 2021

Contractor is directed to proceed with the following changes in this Contract:

Additional cost to furnish and install multiple items as identified in the Miscellaneous Items cost proposal from Katerberg VerHage.

Attachments: Miscellaneous Items cost proposal, dated 6/20/2022 from Katerberg VerHage.

The original Contract Sum was.....\$ 2,091,500.00
 Net change by previous Change Orders.....\$ 35,569.41
 The Contract Sum prior to this Change Order was\$ 2,127,069.41
 The Contract Sum will be increased by this Change Order\$ 10,500.00
 The new Contract Sum including this Change Order will be\$ 2,137,569.41
 The Contract Time will be unchanged by (0) days
 The Date of Completion as of the date of this Change Order therefore is N/A

Landscape Architect:

Johnson Hill Land Ethics Studio
 412 Longshore Drive
 Ann Arbor, MI 48105

Contractor:

Katerberg VerHage
 3717 Michigan St NE
 Grand Rapids, MI 49525

Owner:

City of Wyoming
 Parks and Recreation Dept.
 PO Box 905
 Wyoming, MI 49509

By: _____

[Signature]

By: _____

[Signature]

By: _____

Date: June 30, 2022

Date: 6/30/2022

Date: _____



June 20, 2022

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Project: Gezon Park Improvements – 20WYO01
RE: Miscellaneous Items

1. Furnish and install an additional bollard at the trail entrance nearest the park gate
 - Ideal Shield 6" removeable bollard
 - Place 3-5 on-site boulders along the path

Total = \$1,800.00

2. Furnish and install a 6" storm sewer outlet from the trench drains near the pavilion
 - 6" SCH35 PVC pipe
 - Rodent Gard
 - Cobblestone spillway
 - (1) cleanout
 - Deduct brass downspout nozzles

Total = \$2,550.00

3. Extend the 15" culvert at the park entrance
 - 20' pipe extension
 - Place on-site boulders along the trail bank to stabilize the bank
 - Cobblestone spillway

Total = \$4,200.00

4. Landscape around the shade sail posts
 - Plantings per plan
 - Shredded hardwood mulch
 - Aluminum landscape edging

Total = \$1,950.00

Thank you,

Joel Franken

Project Manager

joelf@katerbergverhage.com



CHANGE ORDER

OWNER X
 LANDSCAPE ARCHITECT X
 CONTRACTOR X
 FIELD ____
 OTHER ____

PROJECT: Gezon Park Phase One Improvements

CHANGE ORDER NO.: 7

TO: Katerberg VerHage
 3717 Michigan Ave NE
 Grand Rapids, MI 49525

PROJECT NO.: 20WYO01

CONTRACT DATE: August 16, 2021

Contractor is directed to proceed with the following changes in this Contract:

Additional cost to upgrade to a stronger restroom door grate as identified in the cost proposal from Katerberg VerHage.

Attachments: Restroom door grates cost proposal, dated 9/15/2022 from Katerberg VerHage.

The original Contract Sum was.....\$ 2,091,500.00
 Net change by previous Change Orders.....\$ 46,069.41
 The Contract Sum prior to this Change Order was\$ 2,137,569.41
 The Contract Sum will be increased by this Change Order\$ 930.00
 The new Contract Sum including this Change Order will be\$ 2,138,499.41
 The Contract Time will be unchanged by (0) days
 The Date of Completion as of the date of this Change Order therefore is N/A

Landscape Architect:

Johnson Hill Land Ethics Studio
 412 Longshore Drive
 Ann Arbor, MI 48105

Contractor:

Katerberg VerHage
 3717 Michigan St NE
 Grand Rapids, MI 49525

Owner:

City of Wyoming
 Parks and Recreation Dept.
 PO Box 905
 Wyoming, MI 49509

By: _____

Date: September 22, 2022

By: _____

By: Joel Franken

Date: 9/22/2022

By: _____

Date: _____



September 15, 2022

Johnson Hill Land Ethics Studio
412 Longshore Drive
Ann Arbor, MI 48105

Project: Gezon Park Improvements – 20WYO01
RE: Change Order Request

Upgrade to a stronger grate on the restroom doors

Total = \$930.00

Thank you,

Joel Franken

Project Manager

joelf@katerbergverhage.com

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FROM AUTO BODY XPERTS
TO EXTEND THE BID FOR AUTOMOTIVE BODY REPAIR SERVICES

WHEREAS:

1. Bids were received for automotive body repair services on October 12, 2021, and awarded by the City Council via Resolution #27170 on November 1, 2021.
2. As detailed in the attached staff report, Auto Body Xperts has submitted a proposal to extend their current bid pricing through December 1, 2023.
3. It is recommended the City Council accept the proposal.
4. Funds are budgeted in account number 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby extend the bid from Auto Body Xperts for automotive body repair services through December 1, 2023.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Proposal/Extension Letter

Resolution No. _____

STAFF REPORT

DATE: October 12, 2022

SUBJECT: Bid Extension – Automotive Body Repair

FROM: Donald Roest, Fleet Services Supervisor

Date of Meeting: November 7, 2022

RECOMMENDATION

It is recommended that the City Council extend the bid for automotive body repair through December 1, 2023, to Auto Body Xperts, maintaining the 2021-22 hourly and material rates as noted in the attached letter.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper repair of City vehicles is necessary to ensure that City functions can be performed in and effective and safe manner. The Fleet Services Division does not have the required expertise, equipment or materials to safely perform automotive body repair, requiring that this portion of vehicle maintenance be performed outside the organization.

DISCUSSION

On October 12, 2021, the City Clerk received one bid for automotive body repair out of 87 invitations to bid that were sent out. On November 1, 2021, Council awarded the bid to Auto Body Xperts through December 1, 2022. Auto Body Xperts has provided prompt, quality service throughout this past year, and was asked to extend their bid award for another year. Auto Body Xperts agreed and provided the attached letter indicating such. Rates remain unchanged from the 2021 bid.

BUDGET IMPACT

Sufficient funds have been budgeted in the Motor Pool, Equipment Operations, Repairs and Maintenance account number 661-441-58200-930.000.

ATTACHMENT

Extension letter



October 3, 2022

Good afternoon,

We would be happy to honor our agreed price for the City of Wyoming per our 2021 contract with rates at Body/paint \$36.00 and materials at \$27.00

We enjoy our relationship with the city.

Any questions please feel free to contact us

Thank you

Mandy Beroza

Auto Body Xperts

3483 Highland dr

Hudsonville, MI 49426

aberoza@hudsonvillebodyshop.com

616-669-6692

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming is a member of the area's designated Metropolitan Planning Organization, the Grand Valley Metropolitan Council (GVMC).
2. The GVMC determines the distribution of Federal Highway Funds.
3. It is in the City of Wyoming's best interest to pay annual dues and be actively involved in the decision making process.
4. The City of Wyoming's dues for 2022-2023 are \$40,952.
5. Funds have been appropriated in the Major Streets Administration account 202-441-48300-956.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of the 2022-2023 GVMC dues in the amount of \$40,952.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Invoices

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

Date	Invoice #
10/3/2022	4004

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

[illegible]

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

Date	Invoice #
10/3/2022	3963

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

[illegible]

RESOLUTION NO. _____

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

WHEREAS:

1. The City of Wyoming is a member of the area's Regional Geographic Information System.
2. The ongoing operation and maintenance is determined by an oversight committee of member communities (REGIS), a committee of the Grand Valley Metro Council.
3. The continued operation and maintenance of the system requires members to pay predetermined fees to REGIS.
4. The City of Wyoming's fees for the REGIS fiscal year 2022-2023 are estimated to be \$134,909.41.
5. Funds have been appropriated in the following budgets: 101-209-20900-956.000 (Assessing), 101-305-32500-807.000 (Police), 101-400-40000-956.000 (Planning), 202-441-46300-807.000 (Major Streets), 203-441-46300-807.000 (Local Streets), 208-752-75200-807.000 (Parks), 249-371-37210-807.000 and 249-371-72200-807.000 (Building Inspections), 590-441-54200-807.000 (Sewer) and 591-441-56200-807.000 (Water).

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of fees for REGIS fiscal year 2022-2023.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Invoice

Resolution No. _____

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

Date	Invoice #
10/3/2022	3912

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

Description	Amount
Regis Dues 10/01/2022 - 09/30/2023	134,909.41
Total	\$134,909.41

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS FROM THE ARCHITECTURAL GROUP (T.A.G.)
TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES
FOR IMPROVEMENTS TO CITY HALL AND FIRE STATIONS #1 & #2 AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. As detailed in the attached staff report, it recommended City Council accept a proposal from T.A.G. to provide schematic designs for a drive-thru canopy and site improvements at City Hall in the total amount of \$68,000.00.
2. It is also recommended City Council accept a proposal from T.A.G to provide architectural and engineering services for renovations of Fire Stations #1 and #2 in the total amount of \$153,750.00.
3. It is further recommended City Council authorize a 10% contingency or \$22,500.00.
4. Funds are available in the 285 Federal Grant Fund.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from T.A.G. to provide schematic designs for a drive-thru canopy and site improvements at City Hall in the amount of \$68,000.00.
2. The City Council does hereby accept a proposal from T.A.G. to provide architectural and engineering services for renovations of Fire Station #1 and #2 in the amount of \$153,750.00.
3. The City Council does hereby authorize a 10% contingency or \$22,500.00.
4. The City Council does hereby authorize the City Manager to approve and sign change orders that are within the contingency.
5. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contracts

Drawings

Resolution No. _____

STAFF REPORT

Date: October 24, 2022

Subject: Architectural and Engineering Services for Improvements to City Hall and Fire Stations #1 & #2

From: Troy Rinks, Facilities Foreman

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended that City Council accept the attached proposals from and enter into a contract with The Architectural Group (T.A.G.), totaling a maximum of \$244,000.00, to provide select architectural and engineering services for improvements at Fire Stations #1 & #2 and City Hall. Specifically, this work will focus on:

1. Design development, construction document preparation, and construction administration for the improvements to the existing Treasurer's office transaction window and canopy at City Hall; and
2. Schematic design, design development, construction documents, and construction administration for proposed renovations or additions to Fire Stations #1 & #2.

COMMUNITY, SAFETY, STEWARDSHIP:

Modernizing the drive-through at City Hall enhances and improves the way we interact with members of the public, our customers, and keeping our facilities up to date enables our firefighters' ability to perform their vital work. These projects will facilitate a better use of existing space, create new living space (fire only), and provide a safer and more efficient experience for guests, citizens, and staff to conduct City business. Funding for these improvements is proposed through American Rescue Plan (ARPA) monies already received by the City.

DISCUSSION:

The first proposal builds on the conceptual design of improvements to the existing Treasurer's office transaction window and site improvements to the existing drive-up lane and curb island at City Hall. This first proposal includes structural, mechanical, civil, interior design, and electrical engineering design services for constructing a drive-through canopy with a tube-style delivery system.

The second proposal for Fire Station 1 (Burton Street) and Fire Station 2 (Division Avenue) is for architectural and engineering services, and construction document preparation and administration services for renovations or additions to these locations such that they can be staffed by 3 to 5 people 24/7/365.

On November 15, 2021, the City Council approved a contract with T.A.G. to provide schematic designs for canopy and site improvements at City Hall. T.A.G has since worked with City staff and has provided the attached conceptual design for these improvements. As a continuation of this work, T.A.G. was asked to provide this first proposal, which includes architectural design, MEP engineering, structural engineering, civil engineering, preparation of construction documents, preparation of a bid, contract administration, and project oversight for these improvements. The attached proposal includes this at a not to exceed cost of \$68,000. Upon finalization of design, T.A.G will assist the City in selecting a general contractor for construction through the City's standard bidding process. Once a bid has been received, reviewed, and recommended, authorization to proceed will be requested from City Council.

The second proposal from T.A.G. is a two-phased proposal for proposed renovations or additions to Fire Stations #1 & #2. Phase 1 includes investigating and providing schematic designs for sleeping quarters, kitchens, living/day room areas, single separate bathrooms, separate locker rooms, toilet rooms, showers, and command center to allow for full time staffing 24/7/365 to these existing fire stations. Once designs are approved by City staff, Phase 2 includes design development, construction document preparation and construction administration. The attached proposal for Phases 1 & 2 includes this at a not to exceed cost of \$153,750.00. Upon finalization of design, T.A.G will assist the City in selecting a general contractor for construction through the City's standard bidding process. Once a bid has been received, reviewed, and recommended, authorization to proceed will be requested from City Council.

Both of these proposals total \$221,750; however, approval of a contingency of approximately 10% is also being requested in the event of unforeseen costs that are outside of the proposed scopes of work. The total requested amount is \$244,000.00.

T.A.G. provided similar work for the City for the recent Attorney's office remodeling project, as well as the initial design phase of the aforementioned City Hall improvements. At the commencement of these projects, several other architectural firms were contacted but were unresponsive or unavailable. Therefore, as a continuation of this work and in light of the fact that T.A.G continues to be in good standing with the City, staff are again recommending T.A.G for this work.

BUDGET IMPACT:

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

ATTACHMENTS:

T.A.G. Contract/Proposal for Drive-thru Canopy

T.A.G. Contract/Proposal for Fire Stations #1 and #2 Renovations or Additions

Canopy Conceptual Design

CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

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

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

Effective Date means: November 8, 2022

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

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None

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

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

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

City of Wyoming

By: Sam Bolt, Mayor Pro-Tem

By: Kelli A. VandenBerg, City Clerk

Date signed: , 20

Approved as to form:

Scott G. Smith, City Attorney

The Architectural Group Inc.

By: Jay Miedema
(Signature of officer, director or principal of Professional)
Jay Miedema, Principal Architect
(Typed, Printed Name & Title of Person Signing for Professional)

Date signed: Nov. 3, 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. Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.

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

4. Qualifications. Professional represents and promises that:

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

B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. 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, Professional and Professional'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, Professional and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.

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

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

A. Professional 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. Professional 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 Professional will engage with others on City's behalf, Professional 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), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

D. Professional 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 Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.

F. Professional 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 Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.

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

7. 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.

8. W-9. Before beginning work Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

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

11. 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.

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

13. Risk Allocation. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring as a result of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, 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. Professional 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.

14. Insurance. Professional must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage):
\$1,000,000 per person \$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION

Minimal Limits: \$500,000 per occurrence
Coverage shall be in accordance with Michigan statutes. 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).

PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

ADDITIONAL INSURED

If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

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

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

EXHIBIT B

September 16, 2022

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

RE: Proposed Wyoming City Hall Drive-thru Canopy

Troy,

Thank you for your consideration of The Architectural Group Inc. as the City of Wyoming explores adding an exterior canopy to the Treasurer's Office at the City Hall building.

Project Description

Based on our discussions, the City of Wyoming would like to explore adding an exterior canopy, approximately 40'-0" in diameter, to the City Hall building. The project will also include re-working two offices inside the Treasurer's Office for a new teller area. The new Teller area will include a tube system for transactions, possibly an electric transaction drawer, and a larger payment box to accommodate absentee ballots. In addition to the canopy, an existing traffic island and existing curbs may be modified to improve vehicular flow and add a queuing lane.

The preliminary design work has been completed. This proposal develops the design and provides complete construction documents and specifications ready for bidding. TAG will also assist with the bidding process and permit applications as well as the Construction Administration during construction. Below is a description of this work:

Design Development, Construction Documents and Construction Administration

Design Development and Construction Documents

1. Review, evaluate and modify the schematic design plans.
2. Establish the area and character of the individual spaces.
 - Evaluate needs for each space (architectural, mechanical, electrical, etc.).
 - Determine the materials and "feel" of each space.
3. Assist the City in obtaining soil borings, if needed.

4. Initiate the "administrative" site plan approval process.
5. Prepare complete construction documents and specifications describing, in detail, the work to be done, materials, workmanship, finishes, equipment, bidding and construction information. All construction documents will be CAD drawings.

Bidding and Construction

1. Assist the City in selecting a general contractor through a bidding process conforming to the City's standard requirements.
2. Issue copies of the construction documents and specifications to bidders. Assist with review of cost proposals with the selected general contractor and the City.
3. Review samples, schedules, and submittals for conformance with drawings and specifications.
4. Make periodic visits to the project site at intervals appropriate to the stage of construction to determine that the work is proceeding in accordance with the contract documents.
5. Determine amounts owing to the general contractor and review certificates for payment certifying that, to the best of our knowledge, information and belief, the quality of the work is in accordance with the contract documents and has progressed to the point indicated.
6. Obtain from the general contractor, prior to authorization of final payment, a statement that all bills have been paid and that the general contractor will hold the City and the architect harmless from any liens or other obligations.

Fee Schedule

Regarding the architectural and engineering fees to take the project from the approved schematic design into construction documents and construction, we would propose a not-to-exceed budget.

Our total project fee breakdown, based on the information provided:

Architectural Design (The Architectural Group):	\$40,000
MEP Engineering (Rhoades Engineering):	\$6700.
Structural Engineering (JDH Engineering):	\$9800.
Civil Engineering:	\$10,000 (allowance)
Printing, plotting and postage allowance:	<u>\$1500.</u>
TOTAL PROJECT FEE:	\$68,000

Note: We are including a \$10,000 allowance for Civil Engineering, anticipating that the projects will be handled "administratively" and the existing storm retention systems are acceptable and adequately sized.

The following items have been excluded from our services. Should these services or additional services be requested, they will be provided on our cost plus 10% with your approval. They include the following:

1. Municipal review fees, application fees, escrow fees and bonds associated with the approval process.
2. Soil borings and geotechnical investigations.
3. Property survey and topographical survey. LRE estimates survey cost of \$2200.
4. Structural calculations; formal, detailed, signed and sealed calculations for the Authority with Jurisdiction.
5. Special structural design (special floor slabs, piles, grade beams, etc.).
6. Additional interior renovation work within the existing building that outside the project scope of work.
7. Other work outside of the provided project scope.
8. Preparation of bulletins and/or addenda directed by the Owner for changes or improvements. Changes or modifications necessitated to clarify the architectural drawings or specifications will be provided at no additional charge.
9. As built record drawings.

We look forward to continuing our work with the City of Wyoming as the City plans for the future. In signing this proposal, you agree to the contract it creates including the payment of any fees plus any additional services. If acceptable, please sign where indicated and return for our files. We invoice monthly with payment expected within 30 (thirty) days of invoicing.

We can personally assure you that TAG will commit ourselves to provide the professional services that you anticipate and deserve.

Please call me if you have any questions.

Sincerely,

The Architectural Group Inc.



Jay Miedema | Principal Architect

Troy Rinks, City of Wyoming Facilities Dept.

Date

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

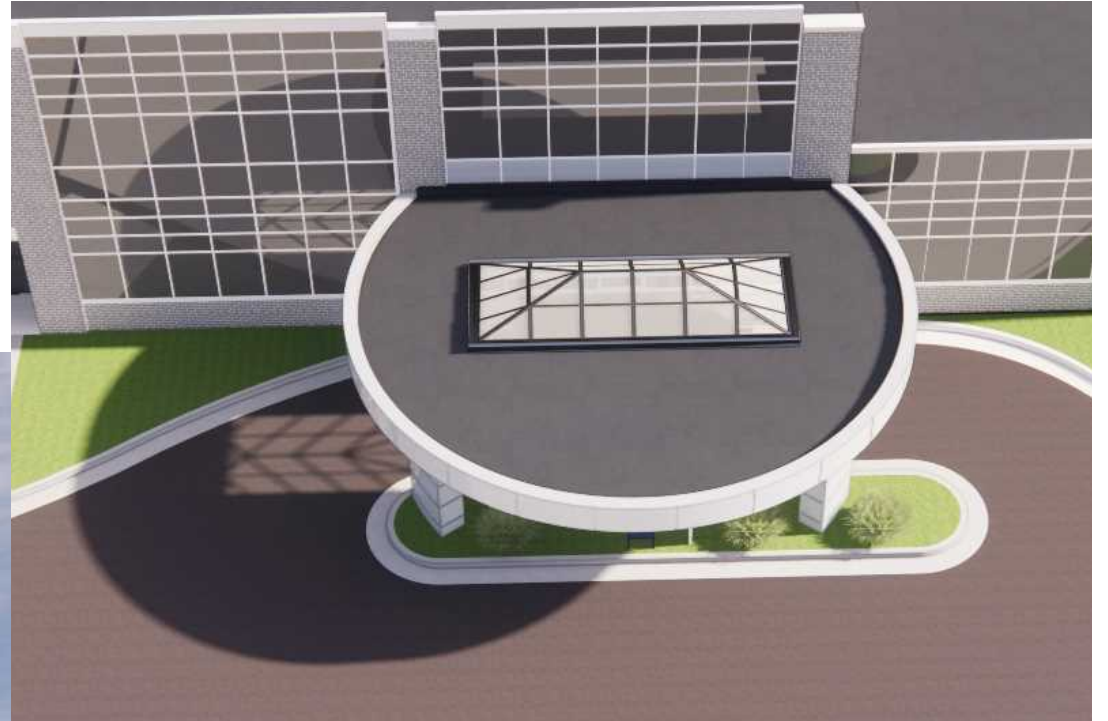












CITY OF
Wyoming
MICHIGAN

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

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

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

Effective Date means: November 8, 2022

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

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None

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

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

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

City of Wyoming

By: Sam Bolt, Mayor Pro-Tem

By: Kelli A. VandenBerg, City Clerk

Date signed: , 20

Approved as to form:

Scott G. Smith, City Attorney

The Architectural Group Inc.

By: Jay Miedema
(Signature of officer, director or principal of Professional)
Jay Miedema, Principal Architect
(Typed, Printed Name & Title of Person Signing for Professional)

Date signed: Nov. 3, 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.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.
3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.
4. **Qualifications.** Professional represents and promises that:
 - A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. 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, Professional and Professional'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, Professional and its subcontractors must register on the federal System for Award Management (SAM) list and be in good standing.
 - E. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that professionals or others engage in for or on behalf of City. Accordingly:
 - A. Professional 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. Professional 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 Professional will engage with others on City's behalf, Professional 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), Professional must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Professional 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 Professional, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Professional's ineligibility for future City contracts.
 - F. Professional 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 Professional is in the sole possession of another who fails or refuses to furnish it, Professional must so certify to City.
6. **Ethical Standards.** Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.
7. **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.

8. W-9. Before beginning work Professional will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

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

11. 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.

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

13. Risk Allocation. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring as a result of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, 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. Professional 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.

14. Insurance. Professional must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage):
\$1,000,000 per person \$1,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION

Minimal Limits: \$500,000 per occurrence
Coverage shall be in accordance with Michigan statutes. 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).

PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

ADDITIONAL INSURED

If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

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

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

EXHIBIT B

September 16, 2022

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

RE: **Proposed Renovations or Additions to City of Wyoming - Fire Stations #1 & #2**
1500 Burton Street - Fire Station #1
4507 Division Street - Fire Station #2

Troy,

Thank you for your consideration of The Architectural Group Inc. as the City of Wyoming explores adding living quarters to Fire Stations #1 & #2.

Project Description

Based on our discussions, the City would like to explore adding three to five (5) sleeping quarters to allow for full time staffing 24/7/365 to the existing fire stations. We understand the existing fire stations have in place kitchens, living/day room areas, single separate bathrooms and command center. In addition to the sleeping quarters, these projects may include separate locker rooms, toilet rooms and showers, similar to Fire Station #3.

We anticipate a phased approach to determine the needs, possible solutions and rough cost estimates. The following is an outline of the Architectural and Engineering services that we envision for Phase I. We anticipate the two fire stations will be done concurrently with all meetings joint and combined.

Phase I – Investigation/Schematic Design

- Review existing construction drawings for each of the fire stations as provided by the City (Fire Stations #1 and #2).
- Meet with Facilities and the key Fire Department staff to clarify and develop a written program.
- Conduct an Architectural audit of the areas being renovated and expanded to determine infrastructure: doors, windows, wall and other existing improvements.

- Develop schematic floor plans and site plans showing some initial layouts and configurations.
- Meet with Facilities and key Fire Dept. staff for review of the schematic sketches.
- Update the schematic floor plans and site plans based on input.
- We anticipate using LRE Civil Engineering to assist in the sitework and associated engineering.
- Develop (1) schematic exterior renderings (if additions are planned) per building.
- Develop preliminary construction cost estimate based on the approved schematic design.

Phase I – Fee Schedule

Based on the preceding Phase I scope and doing the projects concurrently and combined, we propose to provide the Investigation/Schematic Design on an hourly basis with the following fee range:

Architectural Investigation/Schematic Design:	\$15,000 - \$20,000
Civil Engineering Investigation/Schematic Design:	\$4,000 - \$5,000
Printing, plotting and postage costs:	<u>\$750. Allowance</u>
TOTAL	\$19,750-25,750

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

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

Phase II – Design Development, Construction Documents and Construction Administration

With the approval to complete drawings for construction, Phase II will proceed with Design Development, Construction Documents and Construction Administration Phases. The work will involve the following:

Design Development and Construction Documents

1. Review, evaluate and modify the schematic design plans.
2. Establish the area and character of the individual spaces.
 - Evaluate needs for each space (architectural, mechanical, electrical, etc.).
 - Determine the materials and "feel" of each space.

3. Assist the City in obtaining a soil borings.
4. Initiate the site plan approval process.
5. Prepare complete construction documents and specifications describing, in detail, the work to be done, materials, workmanship, finishes, equipment, bidding and construction information. All construction documents will be CAD drawings.

Bidding and Construction

1. Assist the City in selecting a general contractor through the City's standard bidding process.
2. Issue copies of the construction documents and specifications to bidders. Assist with review of cost proposals with the City.
3. Review samples, schedules, and submittals for conformance with drawings and specifications.
4. Make periodic visits to the project site at intervals appropriate to the stage of construction to determine that the work is proceeding in accordance with the contract documents.
5. Determine amounts owing to the general contractor and review certificates for payment certifying that, to the best of our knowledge, information and belief, the quality of the work is in accordance with the contract documents and has progressed to the point indicated.
6. Obtain from the general contractor, prior to authorization of final payment, a statement that all bills have been paid and that the general contractor will hold the City and the architect harmless from any liens or other obligations.

Phase II - Fee Schedule

Regarding the architectural and engineering fees to take the project from the approved schematic design into construction documents and construction, we would propose a fixed fee budget once we know the scope of the project. Fee ranges will vary with project size, scale and what engineering consultants will be required for the project, i.e. civil, structural, mechanical, or electrical engineers.

Our total Phase II project fee would be between 7% - 9% of the construction costs. Based on the information provided, each Fire Station would need 1600-2000 s.f. for sleeping quarters and associated spaces. Current construction costs range from \$200/s.f. for renovation work and up to \$350/s.f. for new building construction.

If projects only involve renovation work, the Phase II project fee would be between:
\$46,000 - \$72,000

If both projects only involve new construction work, the Phase II project fee would be between: \$78,400 - \$126,000 (including Civil Engineering Allowance)

Note: We are including a \$10,000 allowance for Civil Engineering in the new construction, anticipating that the projects will be handled "administratively" and the existing storm retention systems are acceptable and adequately sized.

Printing, plotting and postage costs:	<u>\$2000. Allowance</u>
TOTAL PHASE II Project Fee:	\$128,000

Total Project Fees

Total Phase I Project Fee:	\$25,750.
Total Phase II Project Fee:	\$128,000
TOTAL PROJECT FEE FOR PHASE I and PHASE II:	<u>\$153,750. Not to exceed</u>

The following items have been excluded from our services. Should these services or additional services be requested, they will be provided on our cost plus 10% with your approval. They include the following:

1. Municipal review fees, application fees, escrow fees and bonds associated with the approval process.
2. Soil borings and geotechnical investigations.
3. Property survey and topographical survey.
4. Structural calculations; formal, detailed, signed and sealed calculations for the Authority with Jurisdiction.
5. Special structural design (special floor slabs, piles, grade beams, etc.).
6. Additional interior renovation work within the existing building that outside the project scope of work.
7. Other work outside of the provided project scope.
8. Preparation of bulletins and/or addenda directed by the Owner for changes or improvements. Changes or modifications necessitated to clarify the architectural drawings or specifications will be provided at no additional charge.
9. As built record drawings.

We look forward to continuing our work with the City of Wyoming as the City plans for the future. In signing this proposal, you agree to the contract it creates including the payment of any fees plus any additional services. If acceptable, please sign where indicated and return for our files. We invoice monthly with payment expected within 30 (thirty) days of invoicing.

We can personally assure you that TAG will commit ourselves to provide the professional services that you anticipate and deserve.

Please call me if you have any questions.

Sincerely,

The Architectural Group Inc.


Jay Miedema | Principal Architect

Troy Rinks, City of Wyoming Facilities Dept.

Date

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

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
WINDOWS SERVER 2022 LICENSES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of windows server 2022 licenses from Dell Technologies using the State of Michigan (MiDEAL) extended purchasing program contract in the total estimated amount of \$46,010.70.
2. Funds for the purchase are available in account number 101-258-25800-806.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of windows server 2022 licenses from Dell Technologies using the MiDEAL contract pricing.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quote

Resolution No. _____

STAFF REPORT

Date: November 2, 2022

Subject: Recommendation to Authorize Purchase of Windows Server 2022 Licenses

From: Paul Gerndt, Director of Information Technology

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended that City Council authorize the purchase of Microsoft Windows Server 2022 Datacenter Edition licenses in the amount of \$46,010.70 from Dell Technologies through MiDeal.

COMMUNITY, SAFETY, STEWARDSHIP:

By maintaining a program of routine upgrades to information technology systems, the city reduces the risk of loss due to failure, vulnerability, or reduced protection of information resources.

DISCUSSION:

The City of Wyoming Information Technology Department operates four data centers throughout city facilities. The data centers are home to heavily virtualized back-office technology, used to store data and deliver services consumed by city departments and citizens.

Virtualization significantly reduces the number of physical devices (servers) for staff to maintain and support, and significantly reduces energy usage. Virtualization also provides financial benefits related to server licensing: Where each *traditional* physical server would require its own Windows Server license from Microsoft, the Data Center licensing model allows the flexibility of creating an unlimited number of virtual of servers in the virtual environment, constrained only by the capacity of its hosts.

Windows Server version 2012 is currently in use in three of the city's data centers. The latest version of Windows Server, version 2022, will maximize the longevity of the virtual environment and improve security. To meet the upgrade objective, the IT department wishes to purchase the necessary data center licenses to support the three data centers.

Dell Technologies is an authorized reseller under the MiDeal contract for Microsoft software.

BUDGET IMPACT:

Adequate funding is budgeted in account 101-258-25800-806.000 (General Fund-Information Technology-Information Technology-Software Services.)



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000133065924.1	Sales Rep	Belle Berg
Total	\$46,010.70	Phone	(800) 456-3355, 6182079
Customer #	45120039	Email	Belle_Berg@Dell.com
Quoted On	Oct. 05, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Dec. 30, 2022		CITY OF WYOMING
Contract Name	071B6600111		1155 28TH SW
Contract Code	C000000009850		WYOMING, MI 49509
Customer Agreement #	071B6600111		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Belle Berg

Shipping Group

Shipping To	Shipping Method
LISA SONDAY CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2895 (616) 249-3424	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER DC PER 2 CORE LIC 2022	\$511.23	90	\$46,010.70
Subtotal:			\$46,010.70
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$46,010.70
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$46,010.70

Shipping Group Details

Shipping To	Shipping Method
LISA SONDAY CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2895 (616) 249-3424	Standard Delivery

		Quantity	Subtotal
VLA WINDOWS SERVER DC PER 2 CORE LIC 2022	\$511.23	90	\$46,010.70
Estimated delivery if purchased today: Oct. 25, 2022 Contract # C000000009850 Customer Agreement # 071B6600111			

Description	SKU	Unit Price	Quantity	Subtotal
VLA WINDOWS SERVER DC PER 2 CORE LIC 2022	AB784320	-	90	-

Subtotal:	\$46,010.70
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$46,010.70

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

11/07/22

Purchasing/LAJ

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF CRADLEPOINT MODEMS
AND ACCESSORIES FROM ENSEMBLE SOLUTIONS GROUP

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of Cradlepoint modems and accessories from Ensemble Solutions Group in the total estimated amount not to exceed \$24,000.00.
2. Funds for the purchase are available in account numbers 101-305-31500-985.049, 208-752-75600-850.200, and 591-591-55300-740.000 with the appropriate account being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of Cradlepoint modems and accessories from Ensemble Solutions Group in the total estimated amount not to exceed \$24,000.00.
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 November 7, 2022.

ATTACHMENTS:

Staff Report

Quote

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: October 27, 2022

Subject: Cradlepoint modems for remote communication

From: Paul Gerndt, Director of Information Technology

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of seventeen Cradlepoint modems and accessories from Ensemble Solutions Group at a cost not to exceed \$24,000.

COMMUNITY, SAFETY, STEWARDSHIP:

Establishing cellular communications to our parks will enable Parks and Public Safety staff to access security video remotely for surveillance or evidence collection. Security cameras aid in the protection and preservation of City property and the pursuit of those involved in damaging public property.

Using cellular communication for two less critical utility metering locations will save approximately \$10, 000 annually over the current leased circuit solution.

DISCUSSION:

Current planned projects to support Parks & Recreation, Public Safety, and the Water Utility require the purchase of Cradlepoint modems. Cradlepoint modems utilize 4G and 5G long-term evolution (LTE) network providers, to provide network connectivity to remote and mobile environments where traditional landline communications are not possible. 17 modems of various models and accessories, such as antennas and cables, to support varying configurations are needed to satisfy these projects.

Nine parks (Lamar, Ideal, Hillcroft, Prairie, Battjes, Kelloggsville, Jackson, Marquette, Gezon) will soon have network capable security camera systems in operation. Currently, staff must go on-site to review and retrieve recorded video to identify facts surrounding damage done to park facilities – there is no real-time monitoring ability. Nine Cradlepoint modems will enable staff to access recorded and real-time video remotely and provide Public Safety staff with surveillance opportunities to investigate any ongoing issues that develop.

Two modems will be used to provide communication to Water metering and valve locations that are currently serviced by leased circuits costing over \$400 per location per month.

New Patrol vehicles being added to the fleet require the addition of six Cradlepoint modems.

A quote for GSA pricing (\$24,119.01) was received from Industrial Networking Solutions. A quote in the amount of \$20,948.79 was received from Ensemble Solutions Group. It is recommended to authorize use of the Ensemble for the purchase of the needed modems and accessories. To maximize warranty periods, purchases will be made at the time of need. Due to economic conditions, it is expected that pricing may vary for purchases not executed immediately.

BUDGET IMPACT:

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

- 101-305-31500-985.049 (General Fund-Police-Patrol-Capital Outlay. Vehicles)
- 208-752-75600-850.200 (Parks and Recreation Fund-Parks and Recreation-Parks and Rec Facility-Communications. Cellular Phones)
- 591-591-55300-740.000 (Water Fund-Water Utility-Pumping and Treatment-Operating Supplies)

Ensemble Solutions Group

1855 E Southern Ave Suite 215

Mesa, AZ 85204

888-311-0601

contact@ensemblesolutionsgroup.com

www.ensemblesolutionsgroup.com

**ADDRESS**

Lisa Sunday

Wyoming City Hall

1155 28th St SW

Wyoming, MI 49509

SHIP TO

Lisa Sunday

Wyoming City Hall

1155 28th St SW

Wyoming, MI 49509

Estimate 4258**DATE 10/10/2022****EXPIRATION DATE 11/10/2022**

ACTIVITY	QTY	RATE	AMOUNT
TC05-0900120B-NN 5-yr NetCloud Ruggedized IoT Essentials Plan and IBR900 router with WiFi (1000Mbps modem), with AC power supply and antennas, North America	9	1,166.33	10,496.97
TB5-650C150M-N0N 5-yr NetCloud IoT Essentials Plan and IBR650C router no WiFi (150 Mbps modem), North America	2	430.50	861.00
MA5-0900120B-NNA 5-yr NetCloud Mobile Essentials Plan and IBR900 router with WiFi (1000Mbps modem), no AC power supply or antennas, North America	6	1,295.14	7,770.84
LG-IN2457 One Panorama 5-in-1 (2 LTE, 2 WIFI, 1 GPS) 17ft cables	6	303.33	1,819.98
Tax and shipping calculated at time of invoice.		SUBTOTAL	20,948.79
Thank you for your Business!		TAX	0.00
		TOTAL	\$20,948.79

Accepted By

Accepted Date

All invoices paid after the due date will incur a 5% per month late fee.

Terms offered may be discontinued at any time.

Credit Card Payments are subject to a 4% convenience fee.

NO RETURNS - ALL SALES FINAL

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF
THREE POWER DMS TECHNOLOGY MODULES AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City purchase the first year of service for three Power DMS modules; PowerEngage, PowerTime, and Power FTO from NEOGOV in the total estimated amount of \$19,680.00.
2. Funds for the purchase are available through the BYRNE grant and are budgeted in account number 101-305-30500-973.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase the first year of service for three power DMS Technology Modules from NEOGOV in the total estimated amount of \$19,680.00.
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 November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Agreement and Overview

Resolution No. _____

STAFF REPORT

Date: October 24, 2022

Subject: Purchase Recommendation for Additional Power DMS Technology Modules

From: Captain Timothy Pols

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended City Council authorize the Department of Public Safety—Police to purchase 3 Power DMS modules called PowerEngage, PowerTime, and Power FTO from NEOGOV at a cost of \$19,680.

COMMUNITY, SAFETY, STEWARDSHIP:

Council previously approved acceptance of the 2022 Edward Byrne Memorial Justice Assistance Grant in the amount of \$32,002. This money allows us to implement technology and deploy equipment not otherwise funded.

This year we recommend utilizing a portion of Byrne monies for technology which will allow us to:

- engage our citizens through an automated survey tool,
- complete our deployment schedule through a cloud-based process,
- provide a central, standardized system for tracking and documenting field training for new officers.

Stewardship is demonstrated through utilizing grant funds for this purchase.

DISCUSSION:

Power DMS has several different web-based platforms available for various law enforcement tasks. The Police Department has been utilizing one of their products, called Power DMS, to manage CALEA accreditation workflow for approximately six years. Approximately two years ago we added a Power DMS module which allows us to manage and track our policies. Our experience with Power DMS has been extremely positive and both modules we have purchased have provided significant boosts in efficiency. Our staff recently researched three additional Power DMS platforms that leverage technology for completing tasks that are both critical and time consuming.

PowerEngage: Is a Power DMS module which provides a thorough and ongoing approach to citizen engagement through automatic text surveys. It can also be utilized to deliver updates to cases and responses automatically via text. Collecting citizen feedback and survey data is an important part of the CALEA accreditation process and is an area where we have been doing the bare minimum. This module will provide a method for us to significantly improve how we measure citizen satisfaction using text messaging to collect sentiments from callers, victims,

witnesses, and others. It can also be utilized to boost officer morale and reinforce positive interactions with accolades delivered directly to officer's email.

PowerTime: Is a Power DMS module which is a complete scheduling tool for law enforcement. It provides increased visibility and efficient communication to ensure proper staffing, and also provides automated updates to notify staff about schedule changes as they happen in real time, with audit trails of all changes for record keeping. This would increase efficiency by replacing our work-intensive, manual, paper processes with digital schedule posting and updating. The communication function of this module would also save time through allowing communication with staff via text message blasts when overtime is needed, or important schedule changes occur.

PowerFTO: Is a Power DMS module which provides a central, standardized system for tracking and documenting field training, recruit onboarding, and new employee performance. It allows supervisors to analyze field training data and track officer performance throughout the probationary period and can be utilized to develop training programs for recruits and new supervisors. Our agency anticipates a significant number of new hires over the next few years and increasing the efficiency of our field training documentation and tracking would be a valuable enhancement to our training program.

In order to meld with the Power DMS technology currently utilized by the Department of Public Safety, the 3 additional Power DMS modules will be a sole-source purchase.

The City Attorney and Information Technology Department have weighed in and approved of these purchases and the form of the contract (attached).

BUDGET IMPACT:

Like most technology solutions, there is both an upfront cost for the initial purchase and an annual maintenance fee associated with implementing the proposed Power DMS modules. We are requesting authorization to purchase only the first year of service at this time, totaling \$19,680.

We anticipate that implementing these tools will streamline the operations they are associated with to justify maintaining their use moving forward. If the value of these products is not realized during their initial year of use, we would re-evaluate maintaining these modules.

If approved, necessary funds for the first year of the additional Power DMS modules will come from the Capital Outlay—Justice Assist Byrne Account #101-305-30500-973.000.

Thank you for your consideration.

Contract Details

Account Number: A-1207
Customer: Wyoming Police Department (MI)
Sales Rep: Kelly Kyle

Order Details

Order #: Q-166600
Order Date: 1/1/2023
Valid Until: 12/30/2022
Subscription Start Date: Per signature date below
Subscription Term (months): 24

Customer Contact

Billing Contact: Wyoming Police Department (MI)
Brian Look
Address: 2300 DeHoop Avenue SW
Wyoming, MI 49509

Billing Contact Email: lookb@wyomingmi.gov
Phone: (616)249-3441
Fax:

Payment Terms

Payment Term: Net 30
PO Number:

Notes: Year 1 includes one-time implementation and setup charge for all solutions.

Year 2 billed separately upon annual renewal (unless otherwise requested).

Please note that quote reflects pricing offered through a bundled discount offer. This incentive is ONLY valid for current PowerDMS customers that move forward with 3+ new Power solution options.

Additional 25% discount on Year 1 for orders placed prior to December 30, 2022. PowerDMS will not honor discount offer on signed orders after this date. Please have your PowerDMS Account Manager provide an updated quote at that time.

Subscription Service

YEAR-1

Item	Type	Qty	Total
PowerEngage LE Subscription	Recurring	1	\$6,510.00
Automated text message / text survey platform for law enforcement agencies sent based on interaction with a single department. Includes Rules Engine, Survey Builder - about the agency or officers, Measurement Dashboards, Task Creation and Positive Feedback. Includes connection to agency Computer Aided Dispatch (CAD) and Law Records Management System (RMS). Does not include fees, if any, charged by the CAD or RMS vendor.			
PowerTime Subscription	Recurring	1	\$3,720.00
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board.			
PowerFTO Subscription	Recurring	1	\$2,250.00
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.			
PowerEngage LE Setup	Services	1	\$2,000.00
Includes the onboarding services to assist in the implementation and set up of the PowerEngage product. Includes the workshops and services described in the Statement of Work.			
PowerTime Setup	Services	1	\$2,600.00
Services to setup PowerTime for an agency includes Importing Employee List from Excel, Create Unit and Base/Employee Templates, One 2-3-hour Online Admin Training Session, One 1-hour follow-up Online Q&A Session			
PowerFTO Setup	Services	1	\$2,600.00

Item	Type	Qty	Total
The one-time implementation fee to build the site includes access to all online resources to assist in site customization, video tutorials, user-guides, an PowerFTO implementation specialist, and online user training sessions.			
YEAR-1 TOTAL:			\$19,680.00

YEAR-2

Item	Type	Qty	Total
PowerEngage LE Subscription	Recurring	1	\$9,200.80
Automated text message / text survey platform for law enforcement agencies sent based on interaction with a single department. Includes Rules Engine, Survey Builder - about the agency or officers, Measurement Dashboards, Task Creation and Positive Feedback. Includes connection to agency Computer Aided Dispatch (CAD) and Law Records Management System (RMS). Does not include fees, if any, charged by the CAD or RMS vendor.			
PowerTime Subscription	Recurring	1	\$5,257.60
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board.			
PowerFTO Subscription	Recurring	1	\$3,180.00
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.			
YEAR-2 TOTAL:			\$17,638.40
Subscription Term Total :			\$37,318.40

This price does not include any sales tax.

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees labeled "Year 1 Total" shall be invoiced immediately, and if the Subscription Term is for a period longer than one year, the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

Accepted and Agreed By Authorized Representative of:
Wyoming Police Department (MI)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an "Order Form", "Service Order," or "SOW" (each, an "Order Form" for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement" or the "Agreement"), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties; (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV's request therefor.
 - c) Customer Purchase Orders. Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference, or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV's

failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

- a) Term. Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations

hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum ("DPA") is incorporated herein by reference:
<https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf>.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law,

- or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services; (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement; in each case provided that Customer

is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- a) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR

CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited to any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
17. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
18. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
19. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
20. Entire Agreement; Amendment. This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.

21. General. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Kent County, Michigan. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement or an Order Form bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Services Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.

Exhibit B PowerEngage Platform Addendum

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement ("PowerEngage Addendum"). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. Applicability. The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.

2. CAD/RMS Assumptions. The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer's CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer's CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.

3. CAD/RMS Provisions. The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.

4. SOW. NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
 - Configure Customer administrator account - NEOGOV
 - Walk Customer through the survey builder - NEOGOV
 - Walk Customer through the rules builder - NEOGOV
 - Walk Customer through the Feedback Board - NEOGOV
 - Walk Customer through Activity /Survey tools - NEOGOV
 - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV
3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
 - Configure PowerEngage CAD/RMS agent - NEOGOV and Customer
 - Connect to Customer CAD/RMS Data – Customer
 - Test data – NEOGOV and Customer
5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
 - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer

- Configure the questions in the survey tool = NEOGOV and Customer
 - Configure the acceptable responses in the survey tool = NEOGOV and Customer
 - Configure additional criteria (Follow Up question only) = NEOGOV and Customer
 - Send sample survey to Customer on text message = NEOGOV and Customer
 - Review in Feedback Board and Activity Screens= NEOGOV and Customer
6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
 - Configure the rules and texts = NEOGOV and Customer
 - Send example encounters to test rules = NEOGOV and Customer
 - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
 - Identify Personnel information needed for notifications and digest emails
 - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
 - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
 - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment
9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

Support Services

Telephone Assistance. Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

Exclusions from Technical Support Services:

NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

**Exhibit C
HRIS Addendum**

The following terms govern the use of the HRIS Services (the "HRIS Addendum") as they relate to specific HRIS Services ordered by Customer in an Order Form. "HRIS Services" refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work ("SOW") and the mutually agreed-upon scope document ("Scope") will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer's responsiveness to NEOGOV's requests during the implementation process and Customer's obligation to fill out the "Implementation Workbook" to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the "Add-Ons"). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

CORE HR and Benefits – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the "Benefits Module"):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
 - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
 - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.

- c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.
3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
 - a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"); respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
 - b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit

payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.
 - b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB); (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government-issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
 - c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
 - d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV's request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.
- ## 3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV's obligation to perform the HRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:
- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
 - b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to

NEOGOV

- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.
 - d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
 - e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
 - f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
 - g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss-recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
 - h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.

5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
6. Resolution of Error Exceptions. For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.
8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
9. Additional Termination Rights.
 - a) Termination for Default. Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
 - b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

Exhibit D Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

[illegible]

A. Terms and Conditions

1. **Agreement.** This Order Form and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Order Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. **Effectiveness & Modification.** This Order Form will not be effective until it has been signed by Customer (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. **Summary of Fees.** Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. **Order of Precedence.** This Order Form shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A/ Agency360)
Entity Name: Signature: _____ Print Name: Date:	Signature:  _____ Print Name: Ana Alfaro Date: 10/18/2022

RESOLUTION NO. _____

RESOLUTION TO ACCEPT THREE PROPOSALS FROM KNIGHT WATCH, INC.
FOR CARD READER UPGRADES 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 three proposals from Knight Watch, Inc. for card reader upgrades at various City of Wyoming utility plant locations in the total estimated amount of \$35,369.00.
2. It is further recommended the City Council authorize 5% or \$1,781.00 of the bid value for contingency.
3. Funds are budgeted in account numbers 590-590-54300-930.000, 591-591-55300-930.000, 591-591-55800-930.000, 591-591-55900-930.000, and 591-591-56100-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept three proposals from Knight Watch, Inc. for card reader upgrades in the total estimated amount of \$35,369.00.
2. The City Council does hereby authorize 5% or \$1,781.00 of the bid value for construction contingency.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
4. The City Council does hereby authorize the City Manager to approve and sign change orders that are within the contingency.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Bid/Contract

Resolution No. _____

STAFF REPORT

Date: October 18, 2022

Subject: Utility Plant Card Reader Upgrade

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: November 7, 2022

RECOMMENDATION:

It is recommended the City Council accept the proposals as provided by Knight Watch for card reader upgrades at various utility plant locations in the total amount of \$35,369.00 with a 5% contingency for a total estimated amount of \$37,150.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Updating existing security system card readers and associated hardware will provide critical security and safety for employees, vendors, and buildings, and will help protect the resources we provide to the communities we serve. These enhancements are part of a city-wide effort to update security systems.

DISCUSSION:

The utility plants and many other city buildings utilize a security system for centralized access management to control door locks and manage admission to buildings. However, the existing systems at the utility plants include card readers that are obsolete, key cards that are expensive and difficult to obtain, and old technology that is not compatible with updated readers and key cards. The proposed improvements utilize an updated card reader and key cards that are more readily available, key cards that are less than half the cost of existing cards, and compatibility with updated security systems throughout the City.

Replacement estimates were solicited from two local qualified companies with a history of performing work at City facilities. Both companies submitted comparable replacement and installation proposals and are as follows:

Location	Allied Universal	Knight Watch
Clean Water Plant	\$21,175.29	\$14,146.00
Water Treatment Plant, Low Service & Gezon	\$29,611.23	\$19,114.00
Hook Tower, 44 th , Burlingame	\$2,911.08	\$2,109.00
Total	\$53,697.60	\$35,369.00

After reviewing the proposals, it is recommended City Council accept the proposals as provided by Knight Watch for card reader upgrades at utility plant locations in the total amount of \$35,369.00 with a 5% contingency for a total estimated amount of \$37,150.00.

BUDGET IMPACT:

Adequate funds exist in various Sewer and Water Funds including 590-590-54300-930.000, 591-591-55300-930.000, 591-591-55800-930.000, 591-591-55900-930.000 and 591-591-56100-930.000.

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:

Knight Watch, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
859 W River Center Dr NE
[Contractor's street address]
Comstock Park, MI 49321
[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: November 8, 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 the three (3) Contractor's proposals 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:

Scott G. Smith, City Attorney

Company,

By: Stacy Olsen
[Signature officer, director or principal of Contractor]
Stacy Olsen, Regional Sales Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10/25, 2022

CITY OF
Wyoming
MICHIGAN

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 INSURED

If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

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

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

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

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

EXHIBIT B



Proposal#EST010800

Proposal Date: 10/4/2022

Customer: CITY OF WYOMING
Project: iClass Card Reader Upgrades
Work Site: 16700 NEW HOLLAND ST.
HOLLAND, MI 49424

Prepared By: Stacy Olsen
Bill To: CITY OF WYOMING
PO BOX 905
WYOMING, MI 49509

Dear Dan,

Here is the requested budgetary proposal for the below specified City of Wyoming locations. Knight Watch will walk these buildings and confirm card reader counts and types. This proposal is based on documentation provided by the end user and will be used to budget for card reader replacement.

Water Treatment Plant (16700 New Holland Street, Holland)
Low Service (4707 Lakeshore Drive, Holland)
Gezon (5591 Gezon Ct, Wyoming)

This proposal includes replacing (36) CoTag card readers on your DSX system with iClass card readers.

- (3) Long Range card readers (R90)
- (2) iClass card readers (R40) - New Doors
- (31) iClass mullion card readers (R15)
- (100) DSX 33 bit key fobs

*Fobs can be split into increments of (50) upon approval of the Clean Water Plant and Water Treatment Plant. The minimum order from the manufacturer is quantity (100).

This proposal includes (3) spare R15 card readers and (1) spare R90 card reader. These spare devices will be delivered to the City of Wyoming for stock.

City of Wyoming to program any credential modifications in DSX software. Knight Watch to program new card reader format and apply to the doors in software only.

Itemized cost per card reader type (unit only; no installation labor)

R15: \$204.00
R40: \$254.00
R90: \$551.00

Knight Watch will also install, program, and test two new access control doors as a part of this project. These doors have existing electric strikes, cable pulled to device location, and rough in. Knight Watch will install R40 card readers, door contacts, and REX motion sensors on each door and make head end terminations. DSX head end panel infrastructure availability is assumed to be available. Additional charges will apply if DSX panels are required to sequence in these doors. No map graphic points will be created for this doors.

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 15 days.
- Payment due within 30 days of invoice.
- Progressive billing will apply to project beginning at parts order.
- Installation to occur during normal business hours 8AM-5PM M-F and excludes holidays.
- Project will utilize existing cable to doors.
- No mobile credential capability is available on these card readers.
- Any wall patching or painting will be completed by COW once CoTag card readers are removed. Footprint of these card readers are different than iClass card readers.
- Lead time on equipment is based on approval date.

Quantity	Description
100.00	DSX iClass SE Smart Key Fobs 33 bit
31.00	R15 Mullion Card Reader
3.00	R15 Mullion Card Reader - Spare
2.00	R40 iClass Card Reader
3.00	R90 Long Range Card Reader
1.00	R90 Long Range Card Reader - Spare
2.00	REX Motion Sensor
2.00	Light Grey Trim Plate for Rex Motion Sensor
2.00	Brown, 2-piece surface mount door contact
1.00	Project Materials, Installation Hardware and Consumables
1.00	Freight Charges

Sincerely,

Stacy Olsen

Subtotal	\$19,114.00
Tax	\$0.00
Total	\$19,114.00

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Customer Signature: _____

Date: ____/____/____



Proposal#EST010798

Proposal Date: 10/4/2022

Customer: CITY OF WYOMING
Project: iClass Card Reader Upgrades
Work Site: 44TH ST METER STATION
1606 44TH ST SW
WYOMING, MI 49519

Prepared By: Stacy Olsen
Bill To: CITY OF WYOMING
PO BOX 905
WYOMING, MI 49509

Dear Dan,

Here is the requested budgetary proposal for the below specified City of Wyoming locations. Knight Watch will walk these buildings and confirm card reader counts and types. This proposal is based on documentation provided by the end user and will be used to budget for card reader replacement.

44th St Meter Station (1606 44th Street, Wyoming)
Hook Elevated (2730 Hook Street, Wyoming)
Burligame (1581 Charles Russell Ct, Wyoming)

This proposal includes replacing (3) CoTag card readers on your DSX system with iClass card readers.

- (1) Long Range card readers (R90)
- (2) iClass mullion card readers (R15)

This proposal does not include any spare card readers or key fobs.

City of Wyoming to program any credential modifications in DSX software. Knight Watch to program new card reader format and apply to the doors in software only.

Itemized cost per card reader type (unit only; no installation labor)

R15: \$204.00
R90: \$551.00

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 15 days.
- Payment due within 30 days of invoice.
- Progressive billing will apply to project beginning at parts order.
- Installation to occur during normal business hours 8AM-5PM M-F and excludes holidays.
- Project will utilize existing cable to doors.
- No mobile credential capability is available on these card readers.
- Any wall patching or painting will be completed by COW once CoTag card readers are removed. Footprint of these card readers are different than iClass card readers.
- Lead time on equipment is based on approval date.
- For any gates that utilize an R15 card reader, the read range of the card reader will be significantly less than the R90 model.

Quantity	Description
2.00	R15 Mullion Card Reader
1.00	R90 Long Range Card Reader
1.00	Project Materials, Installation Hardware and Consumables
1.00	Freight Charges

Sincerely,

Stacy Olsen

Subtotal	\$2,109.00
Tax	\$0.00
Total	\$2,109.00

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Customer Signature: _____

Date: ____/____/____



Proposal#EST010795

Proposal Date: 9/30/2022

Customer: CITY OF WYOMING
Project: Clean Water Plant iClass Card Reader Upgrade
Work Site: CLEAN WATER PLANT
2350 IVANREST AVE SW
WYOMING, MI 49418

Prepared By: Stacy Olsen
Bill To: CITY OF WYOMING
PO BOX 905
WYOMING, MI 49509

Dear Dan,

Here is the requested budgetary proposal for the City of Wyoming Clean Water Plant. Knight Watch will walk these buildings and confirm card reader counts and types. This proposal is based on documentation provided by the end user and will be used to budget for card reader replacement.

This proposal includes replacing (26) CoTag card readers on your DSX system with iClass card readers.

- (2) Long Range card readers (R90)
- (17) iClass card readers (R40)
- (7) iClass mullion card readers (R15)
- (100) DSX 33 bit key fobs

*Fobs can be split into increments of (50) upon approval of the Clean Water Plant and Water Treatment Plant. The minimum order from the manufacturer is quantity (100).

This proposal includes (1) spare card reader of each type noted above. These spare devices will be delivered to the City of Wyoming for stock.

City of Wyoming to program any credential modifications in DSX software. Knight Watch to program new card reader format and apply to the doors in software only.

Itemized cost per card reader type (unit only; no installation labor)

R15: \$204.00
R40: \$254.00
R90: \$551.00

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 15 days.
- Payment due within 30 days of invoice.
- Progressive billing will apply to project beginning at parts order.
- Installation to occur during normal business hours 8AM-5PM M-F and excludes holidays.
- Project will utilize existing cable to doors.
- No mobile credential capability is available on these card readers.
- Any wall patching or painting will be completed by COW once CoTag card readers are removed. Footprint of these card readers are different than iClass card readers.
- Lead time on equipment is based on approval date.
- For gates that utilize an R40 card reader, the read range of the card reader will be significantly less than the R90 model.

Quantity	Description
100.00	DSX iClass SE Smart Key Fobs 33 Bit
7.00	R15 Mullion Card Reader
1.00	R15 Mullion Card Reader - Spare

17.00	R40 iClass Card Reader
1.00	R40 iClass Card Reader - Spare
2.00	R90 Long Range Card Reader
1.00	R90 Long Range Card Reader - Spare
1.00	Project Materials, Installation Hardware and Consumables
1.00	Freight Charges

Sincerely,

Stacy Olsen

Subtotal	\$14,146.00
Tax	\$0.00
Total	\$14,146.00

Acceptance by you as the owner or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Customer Signature: _____

Date: ____/____/____

RESOLUTION NO. _____

RESOLUTION TO ACCEPT QUOTES FROM JOHNSTONE SUPPLY
AND SHOEMAKER HEATING AND COOLING SUPPLY
FOR THE PURCHASE OF HVAC SUPPLIES

WHEREAS:

1. As detailed in the attached staff report, quotes were received for the purchase of HVAC supplies.
2. It is recommended City Council accept the quotes from Johnstone Supply and Shoemaker Heating and Cooling Supply with an annual estimated expenditure of \$15,000.00.
3. Funds are available in various Clean Water Plant and Water Treatment Plant account numbers 591-591-55300-775.000, 591-591-55900-775.000, 591-591-55800-775.000, 591-591-56100-775.000, 590-590-54300-775.000, 590-590-54800-775.000, and 590-590-54801-775.000 with the appropriate account being charged at the time of purchase.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS

Staff Report

Quotes (2)

Resolution No. _____

STAFF REPORT

Date: October 25, 2022

Subject: HVAC Supplies

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: November 7, 2022

RECOMMENDATION:

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

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

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

Due to the market conditions of parts availability and pricing volatility, quotes were requested from two HVAC suppliers with locations in both Wyoming and Holland. Johnstone Supply and Shoemaker were provided a list of 80 typical heating and cooling supplies commonly used at both plants. Johnstone Supply returned with a quote for 72 items while Shoemaker quoted 56 of the 80 items.

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

BUDGET IMPACT:

Annual expenditures for HVAC supplies is an estimated total of \$15,000.00 for each plant. Adequate funds exist in the various Clean Water Plant and Water Treatment Plant accounts including 591-591-55300-775.000, 591-591-55900-775.000, 591-591-55800-775.000, 591-591-56100-775.000, 590-590-54300-775.000, 590-590-54800-775.000 & 590-590-54801-775.000.



JOHNSTONE SUPPLY

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

www.jswni.com

Quotation

QUOTE DATE	QUOTE NUMBER
10/25/22	S6237587
	PAGE NO.
	1

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

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

CUSTOMER NUMBER		CUSTOMER P.O. NUMBER		RELEASE NUMBER		QUOTED TO	
14205		2021-00000391		09/27/21			
WRITER		SHIP VIA		TERMS		EXPIRATION DATE	
ROBERT GILSON X1107		UPS.GROUND		NET 15TH PROX		11/24/22	
QUOTE QTY	DESCRIPTION				Each	Extended	
5ea	BOSS 31200 CLEAR NSF/ FDA SILICONE SEALANT 10.1oz				13.150	65.75	
8ea	L91-328 51255.022424 FILTER WASHABLE D15V				87.450	699.60	
4ea	5211800054 PFAM 12X24X2 Special Order Restock Fee May Apply ***** SUB: FLANDERS 51255.021224				0.000	0.00	
16ea	P33-048 BROWNING 1082254 A48 V-BELT				13.340	213.44	
10ea	P53-020 JASON A20/4L220 DUAL PURP V-BELT				5.780	57.80	
2ea	P33-037 BROWNING 1082148 A37 V-BELT				11.380	22.76	
4ea	P34-563 BROWNING 1089812 BX63 COGGED V-BELT				27.640	110.56	
5ea	P53-019 JASON A19/4L210 DUAL PURP V-BELT				6.000	30.00	
4ea	P33-027 BROWNING 1082049 A27 V-BELT				9.560	38.24	
2ea	P34-578 BROWNING 1089911 BX78 COGGED V-BELT				33.260	66.52	
2ea	P33-343 BROWNING 1089390 AX43 COGGED V-BELT				15.500	31.00	
2ea	P53-018 JASON A18/4L200 UNIMATCH V-BELT				6.000	12.00	
2ea	P33-336 BROWNING 1089358 AX36 COGGED V-BELT				13.580	27.16	
5ea	P33-044 BROWNING 1082213 A44 V-BELT				12.840	64.20	
4ea	P34-546 BROWNING 1089689 BX46 COGGED V-BELT				23.040	92.16	
6ea	B82-020 NU-CALGON 4300-11 2# RX11				134.500	807.00	
*** Continued on Next Page ***							



JOHNSTONE SUPPLY

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

www.jswni.com

Quotation

QUOTE DATE	QUOTE NUMBER
10/25/22	S6237587
	PAGE NO.
	2

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

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

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	RELEASE NUMBER	QUOTED TO	
14205	2021-00000391	09/27/21		
WRITER		SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107		UPS.GROUND	NET 15TH PROX	11/24/22
QUOTE QTY	DESCRIPTION		Each	Extended
	FLUSH FOR 5-7 TON SYSTEMS			
10ea	L36-690 EATON C25DNF340-T CONTACTOR 3P 24V 40-AMP DP 24V COIL		86.140	861.40
5ea	DWYER A-102 RED GAGE OIL 4oz		24.740	123.70
5ea	BAPI BA/20K(XL10)-RSO RESISTOR		0.000	0.00
	Special Order Restock Fee May Apply			
5ea	L37-310 PF52475 TRANSFORMER 75VA PRIMARY VOLTAGE 120/208/240/480V SECONDARY VOLTAGE 24V 4-FOOT MOUNT		87.450	437.25
2ea	L45-899 118681LF B&G MECHANICAL SEAL		51.890	103.78
12ea	5360602498 SL65 20X24X12 Special Order Restock Fee May Apply *****		0.000	0.00
	SUB FOR 331-953-150			
4ea	5360602494 SL65 12X24X12 Special Order Restock Fee May Apply *****		0.000	0.00
	SUB FOR 331-953-189			
5ea	10CDIC FULL TANK 10# CO2 GAS (HAZMAT-DIRECT SHIP \$28.50/NO UPS)		198.650	993.25
5ea	B98-451 R407C-25 R407C 25lb REFRIG (HAZMAT-DIRECT SHIP \$28.50/NO UPS)		537.500	2687.50
5ea	H86-085 SM380V DIGITAL MANIFOLD 2V		659.450	3297.25
5ea	B82-020 NU-CALGON 4300-11 2# RX11 FLUSH FOR 5-7 TON SYSTEMS		134.500	672.50
2ea	B12-302 ASD-45S7-VV 049173 7/8" ODF SUCTION DRIER		126.900	253.80
2ea	B15-447 067L5957 R-410A 5-Ton		161.400	322.80
*** Continued on Next Page ***				



JOHNSTONE SUPPLY

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

www.jswni.com

Quotation

QUOTE DATE	QUOTE NUMBER
10/25/22	S6237587
	PAGE NO.
	3

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

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

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	RELEASE NUMBER	QUOTED TO	
14205	2021-00000391	09/27/21		
WRITER		SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107		UPS.GROUND	NET 15TH PROX	11/24/22
QUOTE QTY	DESCRIPTION	Each	Extended	
	THERMAL EXPANSION VALVE			
5ea	B85-710 NU-CALGON 4300-08 RX11 STARTER KIT W/1# CAN,FLUSH GUN & HOSE, INJECTION TOOL	168.820	844.10	
5ea	H93-045 40NIC FULL TANK RR 40CF NITROGEN GAS (F) (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	208.890	1044.45	
5ea	ST20717 ST 207-17 SINGLE PANNING	9.580	47.90	
5ea	L37-808 HW S8610U3009/U 24V MODULE	195.250	976.25	
3ea	L39-221 12508 5H0730350000 FAN TIME DELAY	98.450	295.35	
3ea	S58-234 D190 MOTOR DD 3.3FRM 1/40HP 1500RPM 230V 1SP CW OAO 0.6AMP	175.450	526.35	
5ea	S89-216 D242 MOTOR OEM UNIT HEATER 42FRM 1/20HP 1050RPM 115V 1SP D12V	0.000	0.00	
2ea	L39-221 12508 5H0730350000 FAN TIME DELAY	98.450	196.90	
5ea	VERIS HEW3MSX WALL MOUNT HUM SENSOR 3% ACC 4-20 MA Special Order Restock Fee May Apply	0.000	0.00	
12ea	L91-582 5251184831 16X16X2 KEY PLEAT MERV 8	6.080	72.96	
3ea	ST2194 ST 219 4" TEE JOINT	23.340	70.02	
2ea	ST2196 ST 219 6" TEE JOINT	18.880	37.76	
1ea	ZSM FG-4 FULL 4" BLAST GATE	40.470	40.47	
2ea	ST1524 ST 152 4" END CAP	5.750	11.50	
2ea	ST1526 ST 152 6" END CAP	5.060	10.12	
5ea	L70-405 803X06 RING 6IN 803 INSTALLATION RING TRUAIRE	11.170	55.85	
*** Continued on Next Page ***				



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

www.jswni.com

Quotation

QUOTE DATE	QUOTE NUMBER
10/25/22	S6237587
	
PAGE NO.	
4	

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

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

CUSTOMER NUMBER		CUSTOMER P.O. NUMBER		RELEASE NUMBER		QUOTED TO	
14205		2021-00000391		09/27/21			
WRITER		SHIP VIA		TERMS		EXPIRATION DATE	
ROBERT GILSON X1107		UPS.GROUND		NET 15TH PROX		11/24/22	
QUOTE QTY		DESCRIPTION				Each	Extended
		* Sub for : L88-266 H&C 013200 11 GS					
5ea		L70-396 800X06 DIFFUSER 6IN 800 ROUND CEILING FACE WHITE TRUAIRE				12.580	62.90
		* Sub for : L88-242 H&C 012900 16W 6"					
5ea		LIEBERT 154016P2 HUMIDIFIER CANISTER				385.200	1926.00
		Special Order Restock Fee May Apply					
5ea		EBMPABST CAP.63UF CAPACITOR .63UF				0.000	0.00
		Special Order Restock Fee May Apply					
5ea		L45-899 118681LF B&G MECHANICAL SEAL				51.890	259.45
4ea		STV43060 ST 4" 30GA GALV 5' PIPE				9.330	37.32
4ea		STV43090EL ST V430 4" 30GA ELBOW				3.140	12.56
5ea		ST21360 ST 213 60" DRIVE CLEAT				3.600	18.00
5ea		ST13364 ST 133 6-4" TAPER BUSHING				8.510	42.55
2ea		L88-158 2004204 CAP B-VENT 4RHW 4IN ROOF HART & COOLEY				20.420	40.84
2ea		L88-251 016119 COLLAR B-VENT 4RS 4IN STORM HART & COOLEY				3.510	7.02
2ea		STV42660 STV 4" 26GA GALV 5' PIPE				15.080	30.16
4ea		STV42690EL STV V426 4" 26GA ELBOW 4C00000426V000				4.470	17.88
4ea		ST23354 ST 233 5x4" SHORT BUSHING				8.820	35.28
2ea		B92-373 R134a-30STD REFRIGERANT 30# (HAZMAT-DIRECT SHIP \$28.50/NO UPS)				468.070	936.14
2ea		L39-658 P48690 BODY GASKET				26.150	52.30
2ea		L45-894 186862LF SEAL KIT #1 1-1/4 SHAFTS				276.760	553.52
5ea		B&G 185025 SS SLEEVE KIT 1-1/4"				299.970	1499.85
*** Continued on Next Page ***							



JOHNSTONE SUPPLY

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

www.jswni.com

Quotation

QUOTE DATE	QUOTE NUMBER
10/25/22	S6237587
	PAGE NO.
	5

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

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

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	RELEASE NUMBER	QUOTED TO
14205	2021-00000391	09/27/21	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107	UPS.GROUND	NET 15TH PROX	11/24/22
QUOTE QTY	DESCRIPTION	Each	Extended
	SHAFT Special Order Restock Fee May Apply		
5ea	L37-310 PF52475 TRANSFORMER 75VA PRIMARY VOLTAGE 120/208/240/480V SECONDARY VOLTAGE 24V 4-FOOT MOUNT	87.450	437.25
4ea	B92-373 R134a-30STD REFRIGERANT 30# (HAZMAT-DIRECT SHIP \$28.50/NO UPS)	468.070	1872.28
5ea	MODINE HER100-12 ELECTRIC UNIT HEATER 240V 1PH 10KW Special Order Restock Fee May Apply ***** FRT TO GET IN \$150.00	0.000	0.00
3ea	L39-659 P57700 BODY GASKET 8 volute	8.410	25.23
2ea	STV42660 STV 4" 26GA GALV 5' PIPE	15.080	30.16
1ea	H26-879 C5RCJ REDLINE 5-BLADE CRIMPER	57.750	57.75
24ea	L91-590 5251123101 20X20X2 KEY PLEAT MERV 8	4.680	112.32
5ea	L39-007 WR 1F78-144 ECON SNGL STG DIGITAL NON-PROGRAMMABLE THERMOSTAT	34.460	172.30
5ea	L40-440 HW 50002883-001/U COVER PLATE TH5/6/7000	22.820	114.10
5ea	L47-863 58057 3H0374540001 SPARK PILOT ASSEMBLY	170.180	850.90
5ea	L40-102 V8043A1029/U 3/4" SWEAT ZONE VALVE	140.250	701.25
5ea	G36-438 ZK003 3AMP Z-BRAKER SET W/WIRES	20.070	100.35
5ea	ST2194 ST 219 4" TEE JOINT	23.340	116.70
*** Continued on Next Page ***			



JOHNSTONE SUPPLY

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

www.jswni.com

Quotation

QUOTE DATE	QUOTE NUMBER
10/25/22	S6237587
	PAGE NO.
	6

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

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

CUSTOMER NUMBER	CUSTOMER P.O. NUMBER	RELEASE NUMBER	QUOTED TO
14205	2021-00000391	09/27/21	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE
ROBERT GILSON X1107	UPS.GROUND	NET 15TH PROX	11/24/22
QUOTE QTY	DESCRIPTION	Each	Extended
2ea	L88-251 016119 COLLAR B-VENT 4RS 4IN STORM HART & COOLEY	3.510	7.02
5ea	L88-124 016105 PIPE B-VENT 4RPX12 4IN X 12IN HART & COOLEY	14.720	73.60
5ea	L89-854 016104 PIPE B-VENT 4RPX18 4IN X 18IN HART & COOLEY	19.470	97.35
5ea	L96-348 016102 PIPE B-VENT 4RPX3 4IN X 36IN HART & COOLEY	32.780	163.90
5ea	L37-808 HW S8610U3009/U 24V MODULE	195.250	976.25

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

Subtotal	27761.88
Freight	0.00
Sales Tax	0.00
Quote Total	27761.88

QUOTATION



SM Grand Rapids WHS (4100)

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
10600341	
Order Date	Page
10/05/2022	1 of 6

Quote Expires On: 10/19/2022

Bill To:

.CASH ACCOUNT- GRAND RAPIDS

425 36TH STREET SW

WYOMING, MI 49548

US

Ship To: (ID: 50204)

.CASH ACCOUNT- GRAND RAPIDS

425 36TH STREET SW

WYOMING, MI 49548

US

Phone: 616-261-0773

Customer ID: 50204

Salesrep: Grand Rapids House SHOE GRHS

PO Number		Route	Terms	Taker	
		SHOE	COD	Christina Hensley	

Quantities			Item ID	Pricing	Unit	Extended
Ordered	Allocated	Backordered	Item Description	UOM	Price	Price

Delivery Instructions:

CITY OF WYOMING
DANIEL K: 1-616-377-8969
UTILITY MAINTENANCE MANAGER
WYOMING, MI

5	0	5	(001) 37000 370 CLEAR SILICONE 101 OZ	EA	6.0900	30.45
16	0	16	(002) 4L500 V-BELT A48/4L500 4254L500	EA	8.3500	133.60
10	0	10	(003) 4L220 V-BELT A20/4L220 V-BELT A20/4L220	EA	5.6400	56.40
2	0	2	(004) 4L390 V-BELT A37/4L390 4254L390	EA	6.7700	13.54
4	0	4	(005) BX63 COGGED BELT BX63 COGGED BELT BX63	EA	24.3100	97.24
5	0	5	(006) 4L210 V-BELT A19/4L210	EA	5.6400	28.20
4	0	4	(007) 4L290 V-BELT A27/4L290	EA	5.9600	23.84
2	0	2	(008) AX43 COGGED BELT AX43 COGGED BELT AX43	EA	13.6300	27.26
2	0	2	(009) 4L200 V-BELT A18/4L200	EA	5.6000	11.20

QUOTATION



SM Grand Rapids WHS (4100)

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
10600341	
Order Date	Page
10/05/2022	2 of 6

Quote Expires On: 10/19/2022

<i>Quantities</i>			<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Backordered</i>				
2	0		2 (010) AX36 COGGED BELT AX36 COGGED BELT AX36	EA	11.9200	23.84
5	0		5 (011) 4L460 V-BELT A44/4L460 4254L460	EA	7.9400	39.70
4	0		4 (012) BX46 COGGED BELT BX46 COGGED BELT BX46	EA	20.2500	81.00
6	0		6 (013) 4300-11 CALGON RX11 FLUSH 2LB CANISTER 4/CS FLUSHES 5 TO 7 TONS	EA	125.0600	750.36
5	0		5 (014) PF52475 PACKARD TRANSFORMER 75VA 120/208/240/4 PACKARD TRANSFORMER 75VA 120/208/240/480	EA	36.8100	184.05
2	0		2 (015) 118681LF B&G SEAL KIT #7 * B&G SEAL KIT #7 *	EA	29.5100	59.02
5	0		5 (016) R407C25 R407C REFRIGERANT GAS 25LBS R407C REFRIGERANT GAS 25LBS	EA	424.8600	2,124.30
5	0		5 (017) SM380V 2 Valve Manifold	EA	504.1900	2,520.95
5	0		5 (018) 4300-11 CALGON RX11 FLUSH 2LB CANISTER 4/CS FLUSHES 5 TO 7 TONS	EA	125.0600	625.30
2	0		2 (019) ASD45S7VVSTD ALCO SUCT LINE FILTER DRIER 7/8 ODF ALCO SUCT LINE FILTER DRIER 7/8 ODF	EA	78.1900	156.38
5	0		5 (020) 4300-08 CALGON RX11 FLUSH STARTER KIT INCLUDES 1LB CAN, HOSE, GUN, VALVE	EA	156.9700	784.85
5	0		5 (021) NIT40GASFILL NITROGEN 40 GAS FILL NIT 40 NITROGEN 40 GAS FILL NIT 40	EA	23.3350	116.68
5	0		5 (022) TANKNIT40 NITROGEN 40 TANK NIT 40 NITROGEN 40 TANK NIT 40	EA	202.1368	1,010.68

QUOTATION



SM Grand Rapids WHS (4100)

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
10600341	
Order Date	Page
10/05/2022	3 of 6

Quote Expires On: 10/19/2022

<i>Quantities</i>			<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Backordered</i>				
5	0		5 (023) P2917 17X35 PANNING * 25/CARTON 17X35 PANNING * 25/CARTON	EA	8.2700	41.35
5	0		5 (024) S8610U3009 HW ENHANCED IGNITION MODULE-UNIVERSAL HONEYWELL SHOWROOM	EA	148.8304	744.15
12	0		12 (025) PF21616 16X16X2 PLEATED AIR FILTER 16X16X2 PLEATED AIR FILTER	EA	4.4600	53.52
3	0		3 (026) TJ4 4" 26 GAUGE TEE JOINT * 12/BX 4" 26 GAUGE TEE JOINT * 12/BX	EA	22.6600	67.98
2	0		2 (027) TJ6 6" 26 GAUGE TEE JOINT * 12/BX 6" 26 GAUGE TEE JOINT * 12/BX	EA	23.1400	46.28
1	0		1 (028) BGF4 FULL BLAST GATE 4" FULL BLAST GATE 4"	EA	47.7000	47.70
2	0		2 (029) COC4 4" CLEANOUT CAP * 12/BX 4" CLEANOUT CAP * 12/BX	EA	7.9000	15.80
2	0		2 (030) COC6 6" CLEANOUT CAP * 12/BX 6" CLEANOUT CAP * 12/BX	EA	8.0800	16.16
5	0		5 (031) HR13200 H&C #11 6" GS ROUND DUCT RING BQ10	EA	12.4000	62.00
5	0		5 (032) HR12900 H&C #16 6" WH ROUND CLG DFFSR BQ20	EA	22.4000	112.00
4	0		4 (033) 5WA4 4" WA 5' PIPE * 10/BX 630/RACK 4" WA 5' PIPE * 10/BX 630/RACK	EA	9.4700	37.88
4	0		4 (034) EWA4 4" WA ELBOW * 24/BX 4" WA ELBOW * 24/BX	EA	3.4300	13.72
5	0		5 (035) DC60 60" DRIVE CLEAT * 50/BX 60" DRIVE CLEAT * 50/BX	EA	3.5800	17.90
5	0		5 (036) TAPER64	EA	10.1900	50.95

QUOTATION



SM Grand Rapids WHS (4100)

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
10600341	
Order Date	Page
10/05/2022	4 of 6

Quote Expires On: 10/19/2022

<i>Quantities</i>			<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Backordered</i>				
			6X4 TAPER * 12/BX 6X4 TAPER * 12/BX			
2	0		2 (037) 4RHW H&C 4" B-VENT HIGH WIND CAP BQ6	EA	21.4200	42.84
2	0		2 (038) 4RS H&C 4" B-VENT STORM COLLAR BQ24	EA	3.7000	7.40
2	0		2 (039) 5264 4" 26 GA 5' PIPE * 560/RACK 4" 26 GA 5' PIPE * 560/RACK	EA	16.4800	32.96
4	0		4 (040) E264 4" 26 GA ELBOW * 24/BX 4" 26 GA ELBOW * 24/BX	EA	4.4000	17.60
4	0		4 (041) BUSH54 5X4 BUSHING * 12/BX 1063 5X4 BUSHING * 12/BX 1063	EA	11.5800	46.32
2	0		2 (042) R13430 R134 REFRIGERANT GAS 30LBS* PCQ3,6,40 R134 REFRIGERANT GAS 30LBS* PCQ3,6,40	EA	406.1200	812.24
2	0		2 (043) R13430 R134 REFRIGERANT GAS 30LBS* PCQ3,6,40 R134 REFRIGERANT GAS 30LBS* PCQ3,6,40	EA	406.1200	812.24
2	0		2 (044) 186862LF B&G SEAL KIT * B&G SEAL KIT *	EA	177.6900	355.38
2	0		2 (045) 118129 B&G GASKET SET * B&G GASKET SET *	EA	14.9600	29.92
5	0		5 (046) 185025 B&G SHAFT SLEEVE KIT B&G SHAFT SLEEVE KIT	EA	120.0000	600.00
5	0		5 (047) HER100C1201 MODINE 10KW ELEC UNIT HTR 240V/1PH MODINE 10KW ELEC UNIT HTR 240V/1PH	EA	1,382.3600	6,911.80
3	0		3 (048) P57700 B&G GASKET B&G GASKET	EA	4.7600	14.28
1	0		1 (049) C5R 1-EA CRIMPER, PIPE, 5-BLADE 4/PK	EA	41.2000	41.20

QUOTATION



SM Grand Rapids WHS (4100)

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
10600341	
Order Date	Page
10/05/2022	5 of 6

Quote Expires On: 10/19/2022

<i>Quantities</i>			<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Backordered</i>				
			METAL DUCT WORKING TOOLS Malco: C5R PIPE CRIMPER 5 BLADE (REDLINE), 4 PACK			
24	0	24	(050) PF22020 20X20X2 PLEATED AIR FILTER * BQ,Q120 20X20X2 PLEATED AIR FILTER * BQ,Q120	EA	4.5700	109.68
5	0	5	(051) WR1F78144 ECONOMY DIG. NONPROG. BATTERY STAT THERMOSTAT	EA	30.7000	153.50
5	0	5	(052) V8043A1029 HW 3/4" SWT ZONE VALVE (NC, 24V) HW 3/4" SWT ZONE VALVE (NC, 24V)	EA	112.3276	561.64
5	0	5	(053) 4RP12 H&C 4X12 B-VENT PIPE BQ6	EA	15.4200	77.10
5	0	5	(054) 4RP18 H&C 4X18 B-VENT PIPE BQ6	EA	18.5500	92.75
5	0	5	(055) 4RP3 H&C 4"X3' B-VENT PIPE BQ6	EA	32.7400	163.70
5	0	5	(056) S8610U3009 HW ENHANCED IGNITION MODULE-UNIVERSAL HONEYWELL SHOWROOM	EA	148.8304	744.15

QUOTATION



SM Grand Rapids WHS (4100)

425 36th St SW

Grand Rapids, MI 49548

Phone: 6162610773

Order Number	
10600341	
Order Date	Page
10/05/2022	6 of 6

Quote Expires On: 10/19/2022

Quantities			Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Backordered				

Total Lines: 56

SUB-TOTAL: 21,852.93

TAX: 1,311.17

AMOUNT DUE: 23,164.10

Quote based on information provided, Contractor must verify and approve all aspects of quote (for example, but not limited to: quantities, styles, accessories, voltage, and configuration). Lead times and warranties are as provided by Manufacturer. No other warranty expressed or implied. For customers with a current, and open account, Non stock Items are subject to a no cancellation or return policy. For COD customers, 50% payment is required before order will be processed, along with all other terms and conditions as stated above. With signature, contractor approves and acknowledges terms of sale as stated above. Credit cards are not subject to any prompt payment discount.

Signature: _____

PO: _____

Date: _____

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH AN LED UPGRADE PROJECT AT THE
WATER TREATMENT PLANT AND APPROVE THE ATTACHED BUDGET AMENDMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with upgrading the parking lot lights, exterior wall packs, and interior high bay lighting at the Water Treatment Plant to LED fixtures and to authorize payment to Meekhof Electric in the amount of \$17,260.75.
2. The City received a total rebate of \$17,260.75 towards the cost of the project from the Consumers Energy Business Energy Efficiency Program resulting in zero cost for the project.
3. A budget amendment is required recognizing both the rebate and expense.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the LED upgrade project at the Water Treatment Plant and payment to Meekhof Electric in the amount of \$17,260.75.
2. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

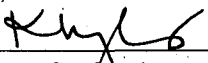
Date: November 7, 2022

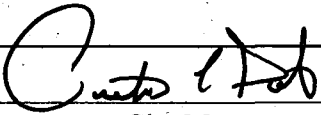
Budget Amendment No. 053

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$17,260.75 of budgetary authority to provide the necessary funds to upgrade the parking lot lights to LED fixtures at the Water Treatment Plant and recognize the associated rebate revenue from Consumers Energy.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Water Fund - Water Utility - Pumping & Treatment - Professional Services				
591-591-55300-801.000	\$ 238,800.00	\$ 17,260.75		\$ 256,060.75
Water Fund - Miscellaneous Income				
591-688.000	\$ 80,000.00	\$ 17,260.75		\$ 97,260.75
Fund Balance/Working Capital (Fund 591)	\$ -	\$ -	\$ -	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2022-2023 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: October 17, 2022

Subject: Budget Amendment for LED Upgrade Project

From: Dan Kleinheksel, Utility Maintenance Manager

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended the City Council approve a budget amendment from account 591-688.000 Miscellaneous Income to Water Fund Account 591-591-55300-801 for an LED Upgrade Project in the total amount of \$17,260.75.

COMMUNITY, SAFETY, STEWARDSHIP:

Utilizing Consumers Energy Rebates to update utility plant lighting to energy-efficient LED fixtures for no cost to the City contributes to a more sustainable and environmentally safe future. Additionally, energy consumption is reduced by 75% by upgrading to LED fixtures.

DISCUSSION:

The Water Treatment Plant contracted Meekhof Electric to replace parking lot lights, exterior wall packs, and interior high bay lighting with new LED fixtures for zero cost due to the Consumers Energy Rebate Program. Meekhof Electric agreed to perform work for the sum of the Consumers Energy Rebate of \$17,260.75. The replacement of 70 fixtures has been completed and the City has received the rebate payment from Consumers Energy in the amount of \$17,260.75. The funds have been deposited in revenue account 591-688.000 Miscellaneous Income and require transfer to Water Fund Account 591-591-55300-801 for payment to Meekhof Electric.

BUDGET IMPACT:

There is no budget impact.

RESOLUTION NO. _____

**RESOLUTION TO CONCUR WITH AN EMERGENCY EXPENSE FOR THE WATER PLANT
YARD PIPING PROJECT AND TO AUTHORIZE PAYMENT TO PREIN & NEWHOF**

WHEREAS:

1. As detailed in the attached staff report, during the course of construction of the yard piping project it was discovered emergency inspection and repair work was required.
2. It is recommended City Council concur with the emergency inspection and repair work and authorize payment in the total amount of \$15,500.00 to Prein & Newhof.
3. This will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with an emergency expense for the Water Plant yard piping project and authorizes payment in the amount of \$15,500.00 to Prein & Newhof.
2. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Quote/Letter

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: November 7, 2022

Budget Amendment No. 051

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$15,500 of budgetary authority to provide the necessary funds for the inspection of discharge piping.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Water Utility - Capital Outlay - Plant Expansion Phase 2				
591-591-57300-986.444	\$ 9,368,964.00	\$ 15,500.00		\$ 9,384,464.00
Fund Balance/Working Capital (Fund 591)				\$ 15,500.00

Recommended: Kyle
Senior Accountant

C. J. Ab
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 20, 2022

Subject: Yard Piping Improvements Concurring Resolution

From: Robert Veneklasen, Superintendent

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended the City Council concur with an emergency expense for the Water Treatment Plant Yard Piping project at a cost of \$15,500.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The conveyance of drinking water from the water treatment plant through the yard piping to the two transmission mains is a critical first step in the distribution process.

DISCUSSION:

During the course of construction of the yard piping project, the discharge header piping that was not slated for replacement was exposed to enable a welded connection to the new pipe. Once exposed, we discovered that an area of the existing pipe had been impacted at some earlier date, likely during a previous project.

Our engineering consultant, Prein & Newhof, advised that the two existing pump discharge headers be thoroughly inspected and recommended SG&H to do the work. SG&H have previously performed the same service for us on the 42" transmission main. In order to expedite this work and not delay construction on the yard piping project, we requested Prein & Newhof to contract with SG&H and get the work done. As the yard piping project was on a very tight timeframe, we did not have the luxury of delaying the work.

The work was completed and the final report forwarded to us. The inspection proved critical as it identified an area of pipe that needed replacement. Prein & Newhof is now seeking reimbursement of the actual cost of the work performed by SG&H without any additional markup.

BUDGET IMPACT:

The cost of the unplanned inspection by SG&H on behalf of Prein & Newhof requires a change of \$15,500.00 in the consultant contract amount. It should be noted this is the actual cost of the services without a cost markup by Prein & Newhof. This change results in an increase in the professional services agreement to \$678,710.00 from the water plant capital outlay account number 591-591-57300-986.444. A budget amendment is necessary.

September 28, 2022
2200689

Mr. Robert Veneklasen
City of Wyoming
DK Shine Water Treatment Plant
16700 New Holland Street
Holland, MI 49424

RE: WTP Discharge Piping Improvements
Scope Revision – Pipe Inspection

Dear Mr. Veneklasen:

The Water Treatment Plant Discharge Piping Improvements project includes construction engineering services in support of creating a looped discharge header to address the failed 54-inch piping in New Holland Street near the 90-degree bend, prepare for the future third transmission main (TM), and replace two pump discharge isolation valves.

Yard piping installation occurred this past winter and spring. During excavation of the existing 42-inch TM to install an adjacent valve chamber, it was noted that the TM exhibited distress. Several additional joints were exposed to evaluate the condition of the TM. Additional areas of distress and original installation issues were noted. Subsequently, it was recommended that an internal inspection of the 42-inch TM and 54-inch TMs leaving the plant be completed. Due to critical timing and so as not to delay the project, Simpson Gumpertz & Heger (SGH) was contacted, and the internal inspection completed. Results of the inspection were provided by SGH to the City. The inspection identified an area of distress in the western steel header which was subsequently addressed as part of the project.

We are seeking reimbursement of the \$15,500 cost for the SGH inspection. A copy of their invoice is attached for reference. As discussed, we have paid the SGH invoice, and no mark-up has been added to the reimbursement request. Addition of the reimbursement to the contract would bring the total contract amount to \$678,710.00.

Thank you for considering our request. Please feel free to contact me if you have any questions.

Sincerely,
Prein&Newhof



Mark R. Prein, P.E.

Encl: SGH Invoice 0323913, May 20, 2022



TAX ID: 04-2256923
REMIT PAYMENT TO:
PO Box 843476
Boston, MA 02284-3476

Mark Prein
Prein & Newhof
3355 Evergreen Drive, Northeast
Grand Rapids, MI 49525

May 20, 2022
Project No: 220369.00-WYMI
Invoice No: 0323913

Project 220369.00-WYMI Internal Inspection of 42 in. Diameter PCCP and 54 in. Diameter Steel Pipes,
Wyoming, Michigan

Professional Services through April 22, 2022

Fee

Total Fee	15,500.00		
Percent Complete	100.00	Total Earned	15,500.00
		Previous Fee Billing	0.00
		Current Fee Billing	15,500.00
		Total Fee	15,500.00
		Total this Invoice	\$15,500.00

Paid by P&N

SM:EA:BO:00 \ Rasko Ojdrovic \ Brent Bass

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Turbidimeters	Hach Company	\$128,458.60
Space Needs and Facilities Assessment for the Public Works Facility	Century A&E Corporation	\$61,444.00

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contracts.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on November 7, 2022.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports

Contracts

Resolution No. _____

STAFF REPORT

Date: October 19, 2022

Subject: Award of Bid for Water Treatment Plant On-line Turbidimeters

From: Jaime Fleming, Utilities Laboratories Manager
Robert Veneklasen, Water Plant Superintendent

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended the City Council authorize the purchase of on-line turbidimeters at a cost of \$128,458.60 from the low bidder, Hach Company.

COMMUNITY, SAFETY, STEWARDSHIP:

The use of continuous, on-line turbidimeters throughout the Water Treatment Plant ensures the Water Treatment Plant meets monitoring requirements and water quality standards set by the USEPA and the State of Michigan and protects the health of all individuals that use and consume the water in Wyoming and our wholesale communities.

DISCUSSION:

Turbidity data informs process control decisions and measures water treatment success. On-line, continuous analyzers provide real time data from each phase of treatment.

Although there are different proprietary technologies for the measurement of turbidity, we have standardized our plant to the Hach Company's. However, our current turbidimeters have been in service for twelve years and are an outdated model that is no longer supported by Hach. We therefore planned and budgeted for their replacement in the current fiscal year.

Solicitations for competitive price bids were sent to sixty-two vendors and a bid was received from one vendor. It is recommended that this bid be awarded to Hach Company in the amount of \$128,458.60.

BUDGET IMPACT:

Funds for the purchase of the turbidimeters are budgeted in the capital outlay account: 591-591-57300-986.444.

HACH TURBIDIMETERS WITH CONTROLLERS CONTRACT

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

Recitals

City requested bids/proposals for the Hach Turbidimeters with Controllers contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of October 11, 2022 and related required materials (the "Bid") that was selected by City.

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



Hach Company

LEGAL NAME OF COMPANY

N/A

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

Corporation - incorporated in Delaware

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

5600 Lindbergh Drive

STREET ADDRESS

Loveland

CITY

CO

STATE

80538

ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form:

Scott G. Smith, City Attorney

Contractor

By: _____
Signature for Contractor

Chad Spraker, Manager, Project Bids
Printed Name & Title of Person Signing

Date signed: 10/6/2022

* In acknowledgment and agreement with contract terms and conditions as modified by the Hach Contract Addendum attached hereto and incorporated by reference.

3. Hach Contract Addendum

**Contract Addendum to Bid/Proposal for Hach Turbidimeters with Controllers
(the "Project")**

Parties: The City of Wyoming, Michigan ("Customer")
Hach Company ("Supplier")

Date: October 11, 2022

Recitals: Customer and Supplier are entering into a contract for the purchase of Supplier's goods and/or services ("Goods" and/or "Services") related to the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum (the "Addendum") is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to

use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. **Performance Guarantees.** All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.
7. **Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.
8. **Funds Transfers (Payments).** Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.
9. **Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.
10. **Samples.** Hach cannot provide free samples of the quoted instrumentation.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

The City of Wyoming, Michigan

Hach Company

By: _____

By: Chad Spraker

Name: _____

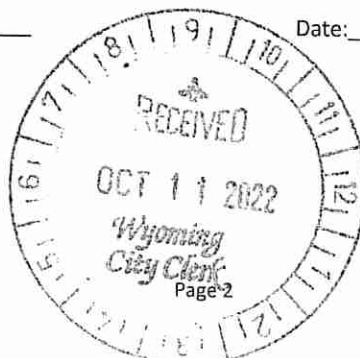
Name: Chad Spraker

Title: _____

Title: Manager, Project Bids

Date: _____

Date: 10/11/2022



STAFF REPORT

Date: October 19, 2022

Subject: Bid Award - Space Needs and Facilities Assessment for the Public Works Facility

From: Troy Rinks, Facilities Maintenance Foreman

Meeting Date: November 7, 2022

RECOMMENDATION:

It is recommended that the City Council award the Space Needs and Facilities Assessment for the Public Works Facility bid to Century A&E Corporation in an amount not to exceed \$61,444.00 and authorize the Mayor and City Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Keeping our physical assets up to date and in operable and efficient condition serves the public interest, helping to support our mission of building community, ensuring safety, and fostering good stewardship.

DISCUSSION:

The Public Works facility was originally constructed in the late 1960's, with the most recent improvements/additions occurring in 2001. Administrative, engineering, public service, traffic, fleet, and parks staff (totaling over 100 people in the summer), along with dozens of vehicles/equipment work out of this facility. The facility has fallen behind with respect to age/condition, staff and equipment accommodation, inventory limitations, ADA compliance requirements, and other regulatory mandates. It requires a professional investigation into the public works facility to assess the existing condition and determine future space needs prior to spending significant capital according to the asset management plan. Additionally, a need exists to determine the ability and capacity to handle and maintain a fleet of electric vehicles.

A Space Needs and Facilities Assessment project specification for the Public Works facility was developed and made available to the public via the City ebidding website. Eighteen bidders downloaded the specifications, and three bids were received on October 11, 2022. Bidders were asked to provide a not-to-exceed price, along with staffing hourly rates per employee per task performed. Bid results for the not-to-exceed price are listed below:

Fishbeck	\$48,540.00
The Architectural Group Inc.	\$49,450.00
Century A&E Corporation	\$61,444.00

Facilities staff evaluated each proposal based on project understanding, project approach, proposer capacity, hourly rates, and similar project references, with the intent of engaging a firm that best meets the needs of the City.

As a result of this evaluation, staff are recommending that the bid be awarded to Century A&E Corporation. Although this company provided the highest not-to-exceed amount, it provided the least overall hourly rate and had the greatest amount of effort (hours) proposed. One of the other proposers elected to partner with three other firms to achieve the bid goals which could create a complicated and non-uniform result, while Century A&E Corporation retained all work in-house. A different proposer did not appear to understand the project goals and outcomes or have a project approach that matched the quality of Century A&E Corporation. Additionally, the reference checks for Century A&E Corporation were found to be excellent. A post-bid interview with the company indicated a good working relationship was possible. Therefore, it is recommended that Council award this bid to Century A&E Corporation.

BUDGET IMPACT:

Sufficient funds have been budgeted in account 661-441-58300-967.000.

ATTACHMENTS:

Century A&E Corporation Contract

Space Needs and Facilities Assessment for the Public Works Facility

CONTRACT

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

Recitals

City requested bids/proposals for the **Space Needs and Facilities Assessment for the Public Works Facility**

contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of October 11, 2022 and related required materials (the "Bid") that was selected by City

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

"Contractor" means:

Century A&E Corporation
LEGAL NAME OF COMPANY
Century A&E
BUSINESS NAME / D.B.A. IF DIFFERENT FROM ABOVE
Corporation - Michigan
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation and the state in which it was formed
277 Crahen Avenue NE
STREET ADDRESS
Grand Rapids Michigan 49525
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

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

City of Wyoming

By: _____
Jack A. Poll, Mayor

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____

Approved as to form: [Signature]

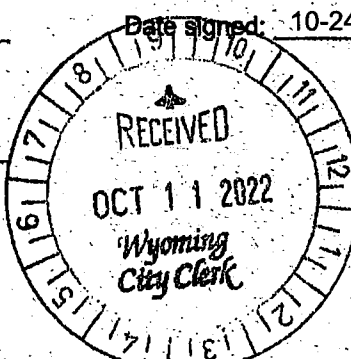
Scott G. Smith, City Attorney

Contractor

By: [Signature]
Signature for Contractor

Matthew A. Tipping, P.E. - President
Printed Name & Title of Person Signing

Date signed: 10-24-2022



ORDINANCE NO. 19-22

ORDINANCE TO AMEND CHAPTER 90 OF THE CODE OF ORDINANCES BY
AMENDING SECTIONS 90-202 AND 90-204 IN ARTICLE 2

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 2, Section 90-202 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-202 DEFINITIONS “B”

Basement: That portion of a building which is partly or wholly below grade but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A basement shall not be counted as a story. Figure 90-202-1.

Boardinghouse: A dwelling where meals or lodging are provided for compensation to two or more persons for periods of one week or more.

Berm: A manmade mound of earth that is graded and shaped to a specified height and slope and improved with landscaping in such a fashion as to be used for visual and/or audible screening purposes.

Block: The property, abutting one side of a street lying between the two nearest intersecting streets or between an intersecting street and a railroad right-of-way; unsubdivided acreage, river or stream; or between any of the foregoing and any other barrier to the continuity of development. Building:

(1) *Alterations:* Any change, addition or modification in construction or type of occupancy; any change in the structural members of a building, such as walls, partitions, columns, beams, girders; or any change which may be referred to herein as "altered" or "reconstructed."

(2) *Building:* A permanent structure having a roof supported by columns, or walls, for the shelter, support or enclosure of persons, animals or possessions, is a building. When any portion thereof is completely separated from every other part thereof by division walls from the ground up, and without openings allowing ingress or egress of persons, each separated portion of the building shall be deemed a separate building.

(3) *Building envelope (also called "buildable area"):* The ground area of a lot which is defined by the minimum setback and spacing requirements within which construction of a principal and any attached accessory structures (such as a garage) is permitted by the ordinance. For condominium developments, the building envelope shall be illustrated on a site plan.

(4) *Building height:* The vertical distance measured from the established grade to the highest point of the roof for flat roofs; to the deck line for mansard roofs; and to the mean height (between eaves and ridges) for gable, hip, gambrel, and A-frame roofs. Figure 90-202-2.

(5) *Building permit:* An authorization issued by the chief building official to move, erect or alter a structure within the city.

Buffer zone: A strip of land often required between certain zoning districts reserved for plant material, berms, walls or fencing singularly or in combination to serve as a visual and/or noise barrier.

Bulk: The term used to indicate the size and setbacks of buildings and structures and their location with respect to one another, including standards for the height and area of buildings; the location of exterior walls in relation to lot lines, streets, and other buildings; gross floor area of buildings in relation to lot area, open space, and the amount of lot area required for each dwelling unit.

Section 2. That Chapter 90, Article 2, Section 90-204 of the Code of Ordinances, City of Wyoming, Michigan is amended to read as follows:

Sec. 90-204 DEFINITIONS “D”

Density: The number of dwelling units situated on or to be developed per net acre of land. For purposes of calculating maximum density, only 25 percent of the acreage determined to be wetlands protected by the Goemaere-Anderson Wetland Protection Act, PA 203 of 1979, or land within the 100-year floodplain elevation shall be calculated toward the total site acreage. All open bodies of water, public rights-of-way and private road easements are excluded from this calculation.

Detention basin: A manmade or natural water collector facility designed to collect surface water in order to impede its flow and to release the water gradually at a rate not greater than that prior to the development of the property, onto natural or manmade outlets.

Development: The construction of a new building or other structure, the relocation of an existing building, or a new use of open land.

Disposal: The final placement or destruction of either hazardous or nonhazardous substances or waste. Disposal includes placing the above substances in landfills, surface impoundments, land farms, deep wall injection or underground injection wells or incineration.

Distribution center: A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business.

District: A portion of the city within which, on a uniform basis, certain uses of land and buildings are permitted and within which certain regulations and requirements apply under the provisions of the ordinance. Districts in the City of Wyoming include:

- (1) *Overlay district:* A district which is applied over an underlying, controlling district, except as modified or restricted by the regulations of the overlay district.
- (2) *Zoning district or district:* A portion of the City of Wyoming where certain uses of land and buildings are permitted and certain yards, open spaces, lot areas, and other requirements are established.

Downtown development authority area: That area bordering both sides of 28th Street between Division Avenue and Byron Center Avenue, as described in section 2-214 of this Code.

Drive-through establishment: A business in which all or part of the business consists of providing goods and services from a drive-through window to patrons in motor vehicles.

Dumpster or waste receptacle: Any accessory exterior container used for the temporary storage of rubbish, pending collection, having the capacity of at least one cubic yard. Exterior compactors shall be considered to be dumpsters or waste receptacles for the purposes of screening regulations.

Dwelling:

(1) *Manufactured home*: A dwelling which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located and transported to the building site on its own wheels or a flatbed trailer.

(2) *Multiple-family*: A building, or portion thereof, used or designed as residences for three or more families living independently of each other and each doing their own cooking in the building, with the number of families in residence not exceeding the number of dwelling units provided. Multiple-family buildings without a second floor common hallway are termed townhouses.

(3) *Single-family*: A detached building or manufactured home designed exclusively for the complete living accommodations of one family, and containing one dwelling unit only.

(4) *Single-family, attached*: A single-family dwelling erected side by side to another similar unit in a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof, and having a separate exterior entrance.

(5) *Site built*: A dwelling which is substantially built, constructed, assembled, and finished on the premises which are intended to serve as its final location. Site built dwellings also include those constructed of precut materials and panelized wall, roof and floor sections when such sections require substantial assembly and finishing on the premises which are intended to serve as its final location.

(6) *Two-family*: A detached building, designed for or occupied exclusively by two families living independently of each other. May also be termed as a duplex.

Dwelling unit:

(1) *Dwelling unit*: A building or portion thereof having cooking and housekeeping facilities, which is occupied wholly as the home, residence or sleeping place of one family, either permanently or transiently, but in no case shall a motor home, trailer coach, garage, automobile chassis, portable building or tent be considered a dwelling. In case of mixed occupancy, where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purpose of this chapter and shall comply with the applicable provisions relative to dwellings. A dwelling unit shall include both manufactured units (mobile homes and modular homes) and site built units.

(2) *Efficiency unit*: An efficiency unit is a dwelling unit consisting of one room, exclusive of bathroom, kitchen, hallway, closets, or dining alcove directly off the principal room providing not less than 350 square feet of floor area.

Section 2. This ordinance shall take effect on _____, 2022.

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

September 28, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendment to Definitions “B” and “D” (Sections 90-202 and 90-204)

Recommendation: To approve the subject Zoning Ordinance amendment

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 20, 2022. A motion was made by DeLange, supported by VanDuren, to recommend to the City Council adoption of revised Sections 90-202 Definitions “B” and 90-204 Definitions “D” text amendments which would update two antiquated definitions to match current usage. The motion passed unanimously.

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

In the past year, City staff have received several inquiries about converting hotels or single-family homes into small multifamily developments that may not include kitchen and bathroom facilities for each unit. Currently, the zoning code contains two antiquated definitions that create some confusion as to where these types of developments would be permitted. City staff recommend updating the definitions of boardinghouse and dwelling unit to match current usage in the planning profession to clarify the intent of the zoning code on this issue.

Within the planning profession, a boardinghouse is an owner-occupied dwelling that also provides lodging or food for short-term lodgers. The zoning code’s current definition fails to require owner occupancy, which makes a boardinghouse indistinguishable from an extended stay hotel. While hotels are restricted to commercial zones, boardinghouses are treated like small multifamily developments and permitted in residential zones. By requiring owner occupancy, these short-term rental properties would have at least one occupant invested in the well-being of the neighborhood.

The zoning code intends to define dwelling unit so that it is easily recognizable as a home. Several temporary or portable living situations (e.g. tents, motor homes, trailers) are called out as specifically not being dwelling units. Likewise, hotels are specifically excluded from the multifamily dwelling unit definition. By specifying that dwelling units include kitchen and full

community • safety • stewardship

CITY COUNCIL

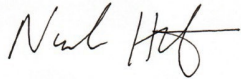
Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt

Jack A. Poll, Mayor

bathroom facilities, the code can be clarified and brought into alignment with commonly accepted planning terminology. This will also align the terminology with the Building Code definition of “Dwelling unit” helping to avoid any confusion.

During the public hearing one member of the public asked a question about the proposed ordinance. The proposed zoning code text amendment is attached.

Respectfully submitted,

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

Nicole Hofert, Director
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

for the business, the first is located in Comstock Park. Mets said that he is available for comment.

A motion was made by Zapata, supported by Weller, to grant special use approval for the proposed drive-through service station at 740 Linden Avenue SE.

Randall asked the owner to explain the storage capacity of the propane and the safety measures that are in place.

Mets explained that there is a 1,000 water capacity tank located on site and they are permitted by the State of Michigan Licensing and Regulatory Affairs (LARA) to fill 800 gallons of propane in the tank because of expansion. There are guidelines from LARA that permits the location of the tank, which is 25 feet from the building. Mets said that there are bollards around the tank that protects it from vehicles.

There was a conversation regarding canopies and Mets stated that they would like a canopy and if they decide to erect one it will comply with any height requirements.

DeLange commented saying that the site looks tight if they have a lot of stacking and asked the owner if they plan to service school buses or a larger fleet.

Mets said that he would love that kind of business and it was shown on the drawing to show what would happen if they were very busy. Mets said that he doesn't anticipate that kind of business since it isn't like a gas station. Mets said that traffic is staggered because they strive to fill a tank within a minute.

Micele asked how many employees will be on site.

Mets stated that there will be one operator on site but beyond that he doesn't anticipate more than 2 or 3 working at one time if they were busy. He only has one tank and one hose but if he does have more demand there is room to accommodate another lane and another tank.

A vote on the motion passed unanimously.

A motion was made by Hall, supported by Zapata, to grant site plan approval for the proposed drive-through service station at 740 Linden Avenue SE

A vote on the motion passed unanimously.

AGENDA ITEM NO. 4

Request to amend Zoning Code Sections 90-202 (Definitions "B") and 90-204 (Definitions "D") (Wyoming Planning Staff).

Smith explained that since its adoption, staff has been working to better align the City's Zoning Code with current practices and terminology to make the Zoning Code easier to understand. Through this review process, staff has identified the "Boardinghouse" and "Dwelling Unit" definitions as needing updating to match current usage.

Smith said that in the past year, City staff have received several inquiries about using residential and commercial properties for small multifamily developments that may not include kitchen and bathroom facilities for each unit. Currently, the zoning code contains two antiquated definitions that create some confusion as to where these types of developments would be permitted. City staff recommend updating the definitions of boardinghouse and dwelling unit to match current usage in the planning profession to clarify the intent of the zoning code on this issue.

Smith noted that within the planning profession, a boardinghouse is an owner-occupied dwelling that also provides lodging or food for short-term lodgers. The zoning code's current definition fails to require owner occupancy, which makes a boardinghouse indistinguishable from an extended stay hotel. While hotels are restricted to commercial zones, boardinghouses are treated like small multifamily developments and permitted in residential zones. Smith explained that for residential zones, the code prefers that an occupant have a connection to the property, whether that is ownership or a lease. By requiring owner occupancy, these short-term rental properties would have at least one occupant invested in the well-being of the neighborhood.

Smith said that the zoning code intends to define dwelling unit so that it is what a layperson would call a home. Several temporary or portable living situations (e.g. tents, motor homes, trailers) are called out as specifically not being dwelling units. Likewise, hotels are specifically excluded from the multifamily dwelling unit definition. By specifying that dwelling units include kitchen and full bathroom facilities, the code can be clarified and brought into alignment with commonly accepted planning terminology.

Smith said that the Development Review Team recommends that Planning Commission adopt the recommended text amendment to Zoning Code Sections 90-202 and 90-204 and recommends the same to City Council.

Micele opened the public hearing at 7:44 PM. There was no public comment and the public hearing was closed.

Jim Davis, Family Promise, asked staff if the owner was an organization or business would a 24/7 presence of someone from that organization or business be adequate to meet that standard of being occupied by the owner. He presented a scenario asking if an organization like family promise had a staff member present 24/7, along with other families sharing kitchen and bathroom amenities would that meet the standard of owner-occupied.

Micele closed the public hearing at 7:45 PM.

A motion was made by DeLange, supported by VanDuren, to adopt the recommended text amendment to Zoning Code Sections 90-202 and 90-204 and recommends the same to City Council.

Randall asked staff about garages that have been converted into a residence and wanted to know if that would be considered an assessor dwelling

Hofert explained that if a garage were to have a dwelling unit inside that would be typically referred to as an accessory dwelling unit (ADU) Hofert said that in Wyoming ADU's are only permitted in certain form based code districts.

Randall said that staff indicated that a site could be posted if it didn't meet the accessory dwelling unit standard regarding a full kitchen and at least one full bathroom facility and asked for more detail on what that process would be like. Randall said that people who are temporarily living in situations due to experiencing homelessness may be residing in a tent or a trailer and those units aren't spelled out in the code so she is concerned that we would be going down a path of criminalizing homelessness.

Hofert said that is not the intent but it is important to distinguish between saying that the ability to post a property does not fall within the zoning or planning department, it falls within the building inspections department and their ability to enforce the state building code. Hofert said that there is a process in place, the priority is working with individuals to help them find housing to move into and then work to bring the structure up to code.

Micele asked staff if Smith can address Jim Davis' question.

Smith said that the answer is no and explained that traditionally boarding houses have been single-family homes that also provide food and lodging so the owner would be the occupant of the property.

A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

Article 2 – Definitions

CITY OF WYOMING ZONING ORDINANCE

Animals:

- (1) *Domestic*: Any animal customarily kept by humans for companionship, including, but not limited to, dogs, cats, birds, rabbits, hamsters, mice, turtles, and the like.
- (2) *Exotic*: Any species of animal not considered domestic or livestock, including, but not limited to, snakes, lizards and potbellied pigs.

Athletic training facility. A specialized indoor facility provided for the training needs and related activities of athletes. Unlike a health club, these facilities are primarily for the prearranged use of specific teams and programs, rather than for general public walk-in use. This use includes specialized sports facilities, such as ball courts, hockey rinks, gymnasiums, gymnastics, and pools, and may include weight rooms, classrooms and meeting space. Activities may include training sessions, practices and competitive events.

(Ord. No. 5-11, § 2, 8-1-11; Ord. No. 12-13, § 1, 9-3-13)

Sec. 90-202 DEFINITIONS "B"

Basement: That portion of a building which is partly or wholly below grade but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A basement shall not be counted as a story. Figure 90-202-1.

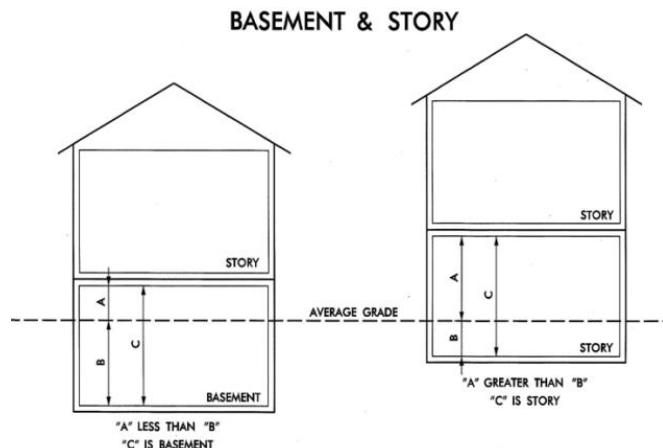
Boardinghouse: An owner-occupied dwelling where meals or lodging are provided for compensation to two or more persons for periods of one week or more.

Berm: A manmade mound of earth that is graded and shaped to a specified height and slope and improved with landscaping in such a fashion as to be used for visual and/or audible screening purposes.

Block: The property, abutting one side of a street lying between the two nearest intersecting streets or between an intersecting street and a railroad right-of-way; unsubdivided acreage, river or stream; or between any of the foregoing and any other barrier to the continuity of development.

Building:

- (1) *Alterations*: Any change, addition or modification in construction or type of occupancy; any change in the structural members of a building, such as walls, partitions, columns, beams, girders; or any change which may be referred to herein as "altered" or "reconstructed."



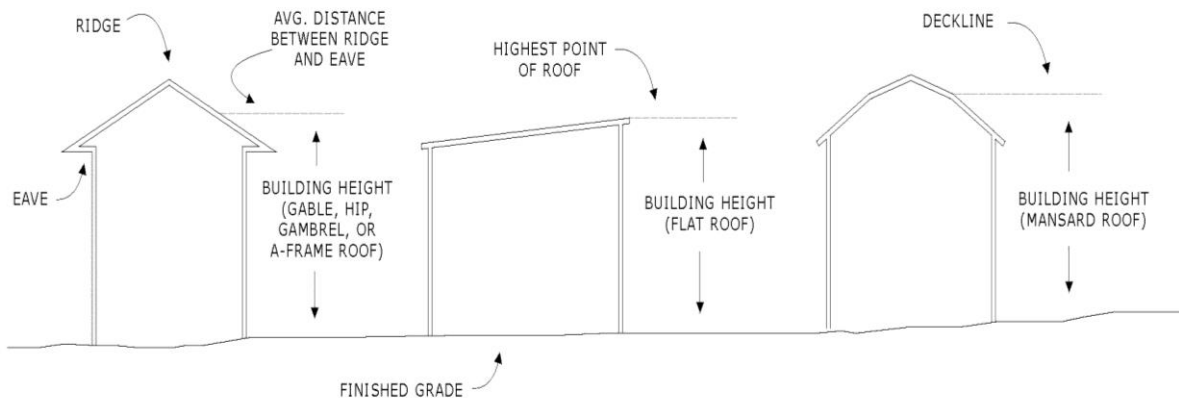
1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review • Site Plans • Special Land Uses • Condominiums • PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based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

Article 2 – Definitions

CITY OF WYOMING ZONING ORDINANCE

- (2) **Building:** A permanent structure having a roof supported by columns, or walls, for the shelter, support or enclosure of persons, animals or possessions, is a building. When any portion thereof is completely separated from every other part thereof by division walls from the ground up, and without openings allowing ingress or egress of persons, each separated portion of the building shall be deemed a separate building.
- (3) **Building envelope** (also called "buildable area"): The ground area of a lot which is defined by the minimum setback and spacing requirements within which construction of a principal and any attached accessory structures (such as a garage) is permitted by the ordinance. For condominium developments, the building envelope shall be illustrated on a site plan.
- (4) **Building height:** The vertical distance measured from the established grade to the highest point of the roof for flat roofs; to the deck line for mansard roofs; and to the mean height (between eaves and ridges) for gable, hip, gambrel, and A-frame roofs. Figure 90-202-2.

BUILDING HEIGHT



- (5) **Building permit:** An authorization issued by the chief building official to move, erect or alter a structure within the city.

Buffer zone: A strip of land often required between certain zoning districts reserved for plant material, berms, walls or fencing singularly or in combination to serve as a visual and/or noise barrier.

Bulk: The term used to indicate the size and setbacks of buildings and structures and their location with respect to one another, including standards for the height and area of buildings; the location of exterior walls in relation to lot lines, streets, and other buildings; gross floor area of buildings in relation to lot area, open space, and the amount of lot area required for each dwelling unit.

(Ord. No. 5-11, § 2, 8-1-11)

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

Article 2 – Definitions

CITY OF WYOMING ZONING ORDINANCE

Compiled Laws, which provides organized nursing care and medical treatment to seven or more unrelated individuals suffering or recovering from illness, injury, or infirmity.

Curb cut: An opening from the public street to a private driveway or public drive serving an individual site or group of sites.

(Ord. No. 5-11, § 2, 8-1-11)

Sec. 90-204 DEFINITIONS "D"

Density: The number of dwelling units situated on or to be developed per net acre of land. For purposes of calculating maximum density, only 25 percent of the acreage determined to be wetlands protected by the Goemaere-Anderson Wetland Protection Act, PA 203 of 1979, or land within the 100-year floodplain elevation shall be calculated toward the total site acreage. All open bodies of water, public rights-of-way and private road easements are excluded from this calculation.

Detention basin: A manmade or natural water collector facility designed to collect surface water in order to impede its flow and to release the water gradually at a rate not greater than that prior to the development of the property, onto natural or manmade outlets.

Development: The construction of a new building or other structure, the relocation of an existing building, or a new use of open land.

Disposal: The final placement or destruction of either hazardous or nonhazardous substances or waste. Disposal includes placing the above substances in landfills, surface impoundments, land farms, deep wall injection or underground injection wells or incineration.

Distribution center: A use which typically involves both warehouse and office/administration functions, where short and/or long term storage takes place in connection with the distribution operations of a business.

District: A portion of the city within which, on a uniform basis, certain uses of land and buildings are permitted and within which certain regulations and requirements apply under the provisions of the ordinance. Districts in the City of Wyoming include:

- (1) *Overlay district:* A district which is applied over an underlying, controlling district, except as modified or restricted by the regulations of the overlay district.
- (2) *Zoning district or district:* A portion of the City of Wyoming where certain uses of land and buildings are permitted and certain yards, open spaces, lot areas, and other requirements are established.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review • Site Plans • Special Land Uses • Condominiums • PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map	2-15			

Article 2 – Definitions

CITY OF WYOMING ZONING ORDINANCE

Downtown development authority area: That area bordering both sides of 28th Street between Division Avenue and Byron Center Avenue, as described in section 2-214 of this Code.

Drive-through establishment: A business in which all or part of the business consists of providing goods and services from a drive-through window to patrons in motor vehicles.

Dumpster or waste receptacle: Any accessory exterior container used for the temporary storage of rubbish, pending collection, having the capacity of at least one cubic yard. Exterior compactors shall be considered to be dumpsters or waste receptacles for the purposes of screening regulations.

Dwelling:

- (1) *Manufactured home:* A dwelling which is substantially built, constructed, assembled, and finished off the premises upon which it is intended to be located and transported to the building site on its own wheels or a flatbed trailer.
- (2) *Multiple-family:* A building, or portion thereof, used or designed as residences for three or more families living independently of each other and each doing their own cooking in the building, with the number of families in residence not exceeding the number of dwelling units provided. Multiple-family buildings without a second floor common hallway are termed townhouses.
- (3) *Single-family:* A detached building or manufactured home designed exclusively for the complete living accommodations of one family, and containing one dwelling unit only.
- (4) *Single-family, attached:* A single-family dwelling erected side by side to another similar unit in a single building, each unit being separated from the adjoining unit by an uninterrupted wall extending from the basement floor to the roof, and having a separate exterior entrance.
- (5) *Site built:* A dwelling which is substantially built, constructed, assembled, and finished on the premises which are intended to serve as its final location. Site built dwellings also include those constructed of precut materials and panelized wall, roof and floor sections when such sections require substantial assembly and finishing on the premises which are intended to serve as its final location.
- (6) *Two-family:* A detached building, designed for or occupied exclusively by two families living independently of each other. May also be termed as a duplex.

Dwelling unit:

- (1) *Dwelling unit:* A building or portion thereof having full kitchen facilities (i.e. oven/range, refrigerator, kitchen sink, and food storage) and at least one full bathroom facility, which is occupied wholly as the home, residence or sleeping place of one family, either permanently or transiently, but in no case shall a motor home, trailer coach, garage, automobile chassis, portable building or tent be considered a dwelling.

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

Article 2 – Definitions

CITY OF WYOMING ZONING ORDINANCE

In case of mixed occupancy, where a building is occupied in part as a dwelling unit, the part so occupied shall be deemed a dwelling unit for the purpose of this chapter and shall comply with the applicable provisions relative to dwellings. A dwelling unit shall include both manufactured units (mobile homes and modular homes) and site built units.

- (2) *Efficiency unit:* An efficiency unit is a dwelling unit consisting of one room, exclusive of bathroom, kitchen, hallway, closets, or dining alcove directly off the principal room providing not less than 350 square feet of floor area.

(Ord. No. 5-11, § 2, 8-1-11)

Sec. 90-205 DEFINITIONS "E"

Easement: A right, distinct from the ownership of the land, to cross property with facilities such as, but not limited to, driveways, roads, utility corridors, sewer lines, water lines, and transmission lines, or the right, distinct from the ownership of land, to reserve and hold an area for open space, recreation, drainage or access purposes.

Erected: Includes built, constructed, reconstructed, moved upon, and/or physical operations on the premises required for the building.

Essential services and public utility:

- (1) *Essential services:* The erection, construction, alteration, or maintenance of public utilities or municipal departments or commissions of underground, surface or overhead distribution of gas, electrical, cable TV, fuel, steam, or water transmission or distribution systems, collection, communication, supply or disposal systems, including mains, drains, sewers, pipes, conduits, wires, cables, transformers, splice boxes, police call boxes, fire alarm boxes, traffic signals, hydrants, towers, poles, and other similar equipment, and accessories in connection therewith but not including buildings or storage yards, other than such buildings as are primarily enclosures or shelters of the above essential service equipment reasonably necessary for furnishing adequate service to the City of Wyoming and immediate surrounding territory. Essential services shall not include wireless communication towers, unless located on public property and used as part of a governmental emergency communication network.
- (2) *Public utility:* Any persons, firm, corporation, municipal department, board or commission duly authorized to furnish and furnishing, under federal, state or municipal regulations, to the public, electricity, gas, steam, communications, telephone lines, transportation, water services or sewage disposal.

1. Purpose, Validity, and Scope	2. Definitions	3. General Requirements	4. Zoning Districts	5. Development Review • Site Plans • Special Land Uses • Condominiums • PUDs	
6. Off-street Parking	7. Signs	8. Alternative & Renewable Energies	9. Nonconformities	10. Appeals and Administration	11. Form Based Code
Use Table	Zoning Map	2-17			

ORDINANCE NO. 20-22

ORDINANCE TO AMEND SECTION 90-32 OF THE CODE OF ORDINANCES
BY ADDING SUBSECTION (135) TO REZONE 4500, 4520, 4546, 4570,
AND 4586 BURLINGAME AVENUE SW FROM R-1 TO R-3

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-32 of the Code of the City of Wyoming is amended by adding subsection (135) to read as follows:

(135) “4500, 4520, 4546, 4570, and 4586 Burlingame”:

(a) To rezone the following described properties at 4500 Burlingame Avenue SW (parcel number 41-17-27-230-002), 4520 Burlingame Avenue SW (parcel number 41-17-26-101-002), 4546 Burlingame Avenue SW (parcel number 41-17-26-101-003), 4570 Burlingame Avenue SW (parcel number 41-17-26-101-004), and 4586 Burlingame Avenue SW (parcel number 41-17-26-101-037) from R-1 Residential District to R-3 Residential District:

PARCEL NUMBER 41-17-27-230-002, AS SURVEYED:

PT NW 1/4 SEC 26 & PT NE 1/4 SEC 27 COM 1155 FT W & 545.75 FT S OF NE COR NW 1/4 NW 1/4 SEC 26 TH W 468.65 FT TO CL BURLINGAME AVE TH SELY ALONG SD CL 658.5 FT TH E 233.65 FT TO A PT 1155 FT W OF E LINE NW 1/4 NW 1/4 SEC 26 TH N 603.2 FT TO BEG EX S 330 FT SEC'S 26 & 27 T6N R12W 3.55 A.

PARCEL NUMBER: 41-17-26-101-002, AS SURVEYED:

Y1017C: PART NW 1/4 SEC 26 & PART NE 1/4 SEC 27 COM 1155 FT W & 918.95 FT S OF NE COR OF NW 1/4 NW 1/4 SEC 26 TH N 100 FT TH W 362.22 FT M/L TO CL OF BURLINGAME AVE TH SELY ALONG SD CL 108.6 FT M/L TO A PT W OF BEG TH E 323.26 FT M/L TO BEG SEC'S 26 & 27 T6N R12W 0.79 ACRES

PARCEL NUMBER: 41-17-26-101-003, AS SURVEYED:

Y1017B: PART NW 1/4 SEC 26 & PART NE 1/4 SEC 27 COM 1155 FT W & 1018.95 FT S OF NE COR OF NW 1/4 NW 1/4 SEC 26 TH N 100 FT TH W 323.26 FT M/L TO CL OF BURLINGAME AVE TH SELY ALONG SD CL 108.6 FT M/L TO A PT W OF BEG TH E 248.4 FT M/L TO BEG SEC'S 26 & 27 T6N R12W 0.66 ACRES

PARCEL NUMBER: 41-17-26-101-004, AS SURVEYED:

PT NW 1/4 SEC 26 & PT NE 1/4 SEC 27 COM 1155 FT W & 1018.95 FT S OF NE COR OF NW 1/4 NW 1/4 OF SEC 26 TH S 130 FT TH W 233.65 FT TO CL OF BURLINGAME AVE TH NWLY ON SD CL TO A PT W OF BEG TH E TO BEG * SEC'S 26 & 27 T6N R12W 0.75 A.

PARCEL NUMBER: 41-17-26-101-037, AS SURVEYED:

PART NW 1/4 NW 10/ COM AT NW COR OF S 5 A. OF NW 1/4 NW 1/4 TH E ALONG N LINE OF S 5 A. OF NW 1/4 NW 1/4 305.82 FT TH SWLY 117.67 FT TO A PT 49 FT N & 277 FT E FROM SW COR OF NW 1/4 NW 1/4 TH W 277 FT TO A PT ON W SEC LINE WHICH IS 49 FT N FROM SW COR OF NW 1/4 NW 1/4 TH N TO BEG * SEC 26 T6N R12W 0.74 A.

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

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. 20-22

September 28, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to Rezone 4500, 4520, 4546, 4570, and 4586 Burlingame Avenue SW from R-1 Single-Family Residential to R-3 Two-Family Residential (Section 27) (Wyoming Planning Staff)

Planning Commission Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 20, 2022. At the meeting, a motion was made by Hall, supported by Arnoys, to approve the request for rezoning at 4500, 4520, 4546, 4570, and 4586 Burlingame Avenue SW from R-1 Single-Family Residential to R-3 Two-Family Residential and recommend the same to City Council. The motion passed unanimously.

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

Planning Staff had been recently contacted by a local developer with interest in converting a single-family home into a duplex at 4500 Burlingame Avenue SW. The parcel is currently zoned for single-family use only and would need to be rezoned to R-3 residential to allow for two-family usage. Upon further investigation, staff found that the property along with a number of adjacent, contiguous properties along Burlingame Avenue (4520, 4546, 4570, and 4586 Burlingame Avenue SW) would also be suitable for a rezoning to R-3.

Rezoning the subject parcels to allow for two-family usage would align with the Master Plan's vision for introducing mild-density housing types within suburban residential contexts. A focus for this vision is placed upon properties located along major thoroughfares and near commercial nodes. The allowance of two-family usage at these sites would also work towards the Master Plan's goal of diversifying housing types across residential settings throughout the community.

During the public hearing, no comments were received regarding the request. Affected property owners were mailed a letter notifying them of the proposed rezoning. No comments were received from these property owners.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger

John Fitzgerald

Kent Vanderwood

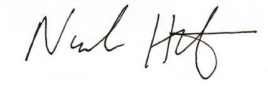
Marissa Postler

Robert Postema

Sam Bolt

Jack A. Poll, Mayor

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Nicole Hofert, Director
Planning and Economic Development Department

Cc: Curtis Holt, City Manager

opportunity to use transitional housing types in the community isn't just to group them in a downtown district but to consider buffering districts, good neighbor contracts, and transit. Davis asked the Commissioners to consider how certain opportunities scattered throughout the community could meet the need of the transitional housing type. Davis commented on the September 12, 2022, City Council work session meeting again saying that the first recommendation that was brought before the city council permitted transitional housing types by right in all zoning districts. Davis said that while that would work perfectly in a perfect world, he doesn't it is what the City would want. Davis said that the second recommendation was that transitional housing would be allowed with special land use approval in commercial and downtown districts, but we missed out on the residential communities. He asked the board to consider all zone districts as well as special use considerations during this conversation phase of transitional housing so that Planning Commission and City Council can decide on what is best for the community.

Ryan VerWys, ICCF Community Homes, introduced himself as the CEO of ICCF Community Homes and said that the organization is a Christian housing organization working in West Michigan to address the needs of families in our community facing homelessness and home ownership. VerWys addressed the board saying that he wanted to express his gratitude that the city is looking for ways of incorporating transitional housing and other types of housing in the zoning ordinance. He said that housing is a regional issue and spoke about "Family Haven" which is a 6-unit transitional housing located in a neighborhood in Grand Rapids. VerWys thanked the board for considering the least restrictive approach to transitional housing. He spoke about a shelter that is located in a residential neighborhood in California saying that it served the families with dignity and respect. VerWys said that oftentimes shelters are pushed into commercial corridors that are not intended to be neighborhoods. The families who are experiencing the need for transitional housing are at a point of crisis and are looking for a place to live for a short time period. He is asking that the Commissioners keep an open mind to different neighborhoods that could serve those families and not restrict the use to a commercial area.

Micele closed the public comment period at 7:06 PM.

NEW BUSINESS

AGENDA ITEM NO. 1

Request for Rezone from R-1 Residential to R-3 Residential at 4500, 4520, 4546, 4570, and 4586 Burlingame Avenue SW (Wyoming Planning Staff).

Meagher explained that the existing sites are currently zoned R-1 Single-Family Residential and are being used as single-family homes, with one site being used as an existing nonconforming fourplex.

Meagher said that Planning Staff has been working to process rezonings and text amendments to align the City's land use policies with the recently adopted Wyoming [re]Imagined Master Plan. One of the Master Plan's goals is to encourage greater housing choice, affordability, accessibility, and livability within all of Wyoming's neighborhoods.

Meagher explained that staff was recently contacted by a local developer with interest in converting a single-family home into a duplex at 4500 Burlingame Avenue SW. The parcel is currently zoned for single family use only, and would need to be rezoned to R-3 residential to allow for two-family usage. Upon further investigation, staff found that the property could be suitable for a rezoning to R-3, and also found that a number of adjacent, contiguous properties along Burlingame Avenue (4520, 4546, 4570, and 4586 Burlingame Avenue SW) could also be suitable for a rezoning to R3.

Meagher noted that outside of two-family residential usage, the R-1 and R-3 zoning districts have the same list of permitted and special uses. The subject parcels also meet the minimum dimensional standards of the R-3 district. If the properties are to be rezoned, existing property owners would have the ability to maintain single-family usage, pursue two-family residential conversions, or new builds.

Meagher explained that unlike other zoning procedures such as special use approval, site plan review, or planned unit development, ordinance amendments and rezonings are legislative decisions, not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

- a. *Consistency with the adopted master plan;*
The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as future "Suburban Residential". The Suburban Residential designation states that "higher density residential should be prioritized along major roadways as well as around Neighborhood Commercial Centers while maintaining the character of predominantly single-family detached neighborhoods". The parcels' location along Burlingame Avenue and proximity to the neighborhood commercial node at 44th Street and Burlingame Avenue aligns with the Master Plan's future land use vision by providing mild density to the corridor.
- b. *Compatibility of the allowed uses with existing and future land uses;*
The Suburban Residential future land use designation calls for mild density housing along major thoroughfares when located near commercial nodes. The proposed rezoning to R-3 would allow for this mild density suburban housing type while still keeping in character with adjacent single-family neighborhoods to the south.
- c. *Capability of the property to be served by public services;*
The properties can be served by public utilities.

- d. *Ability of the property to be used as currently zoned;*
and the property's current R-1 zoning only permits single-family usage. A rezoning to R-3 zoning would allow both two-family and single-family usage at the sites.
- e. *Appropriateness of all uses allowed within the proposed district at the property location.*
Besides two-family residential, the R-1 and R-3 zoning districts have the same list of permitted and special uses. It is expected that these uses would remain appropriate at the subject sites.

Meagher said that the Development Review Team recommends that the Planning Commission recommend to City Council approval of the rezoning request from R-1 Single-Family Residential to R-3 Two-Family Residential at 4500, 4520, 4546, 4570, and 4586 Burlingame Avenue SW.

Micele opened the public hearing at 7:12 PM. There was no public comment and the public hearing was closed.

A motion was made by Hall, supported by Arnoys, to recommend to City Council approval of the rezoning request from R-1 Single-Family Residential to R-3 Two-Family Residential at 4500, 4520, 4546, 4570, and 4586 Burlingame Avenue SW.

DeLange asked if the existing fourplex was granted a special use or a variance in the past or if it is illegal non-conforming.

Meagher said that it is staff's understanding that the fourplex is existing non-conforming and that there have been rental certificates issued for the property in the last ten years. Meagher said that staff can do some research on whether or not the structure was illegally converted into a fourplex. He said if this parcel remains R-1 or is rezoned to R-3 it will still be considered existing non-conforming.

DeLange said that his concern is that the structure is illegal non-conforming and just because it has rental certificates it doesn't mean it was legally converted. DeLange asked for a report back from staff.

Meagher confirmed that staff will look into whether or not the fourplex was illegally converted.

Randall asked if the existing property owners that did not request the rezone were notified of this request.

Meagher confirmed that all properties within 600 ft were notified of this request which is standard practice for rezone requests and individual letters were sent separately to these residents letting them know of the request and how to contact staff for any questions. Meagher noted that staff has received no comments opposed to the rezoning from the owners who's parcels are

proposed to be rezoned.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request for Preliminary Plat- Tentative Approval at 3322 56th Street SW (Section 32)
(Josh Sanders)

Smith explained that the site is currently zoned ER Estate Residential, and is currently utilized as a single-family lot. Smith outlined the various uses of the surrounding land.

Smith said that the applicant is requesting to develop an existing single-family lot into a new residential subdivision. The site will include 8 new single-family lots that will be served by a public cul-de-sac road and public utilities.

Smith stated that the platting of property is a three-step review by both the Planning Commission and City Council. The first step is Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation, and street layout with preliminary engineering.

The second step is Preliminary Plat – Final Approval, which provides full engineering detail for the construction of the plat.

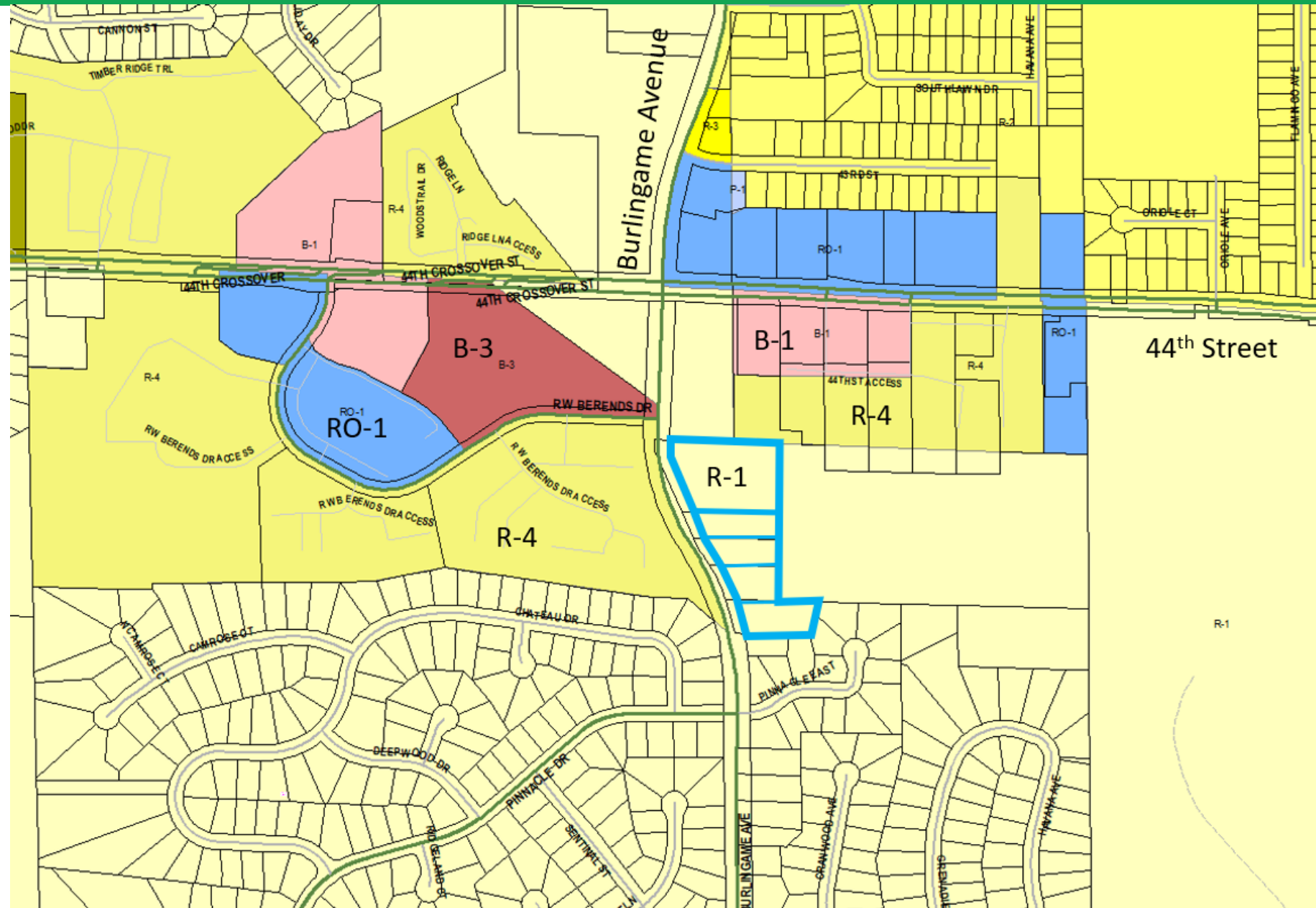
The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development.

The proposed lots have been developed to R-1 zoning standards. Minimum dimensional requirements for the R-1 District are:

	Required	Provided
Lot Area	10,000 sf	10,000 sf – 13,670 sf
Lot Width	75 ft.	75 ft.
Front Setback	35 ft.	35 ft.
Rear Setback	35 ft.	35 ft.
Side Setback (each)	8 ft.	10 ft.
Side Setback (total)	20 ft.	20 ft.

Smith explained that the Development Review Team recommends the Planning Commission

Zoning Map



4500, 4520, 4546, 4570, and 4586 Burlingame Ave SW

ORDINANCE NO. 22-22

ORDINANCE TO AMEND CHAPTER 90, ARTICLE 5, OF THE CODE OF ORDINANCES
BY ADDING SECTIONS 90-515 AND 90-516 TO INCORPORATE BY REFERENCE THE
CURRENT ZONING MAP AND PROVIDE REZONING OF PROPERTY

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 90, Article 5 of the Code of Ordinances, City of Wyoming, Michigan is amended by adding sections 90-515 and 90-516 to read as follows:

Sec. 90-515 Zoning Map

- (1) The map entitled "City of Wyoming, Michigan Zoning Map," together with all notations, as it exists on October 31, 2022 (*i.e.*, after the effective date of Ordinance No. 15-22) which map is made a part of this chapter and may be referred to as the "zoning map." may be maintained by the city in such form as shall from time to time be deemed appropriate including an electronic database or information system.
 - (a) The location and boundaries of the zoning districts are as depicted on the zoning map.
 - (b) Unless otherwise shown on the zoning map, the district boundary lines follow lot lines or the centerlines of streets or alleys or such lines extended and the corporate limits of the city as they existed on January 3, 1979, and as subsequently revised.
 - (c) If the exact location of any district boundary line cannot be determined by the zoning map, it shall be resolved by the board of zoning appeals.
- (2) The zoning map may be amended by ordinances adding subsequent subsections to this section (subsections (3) and following) that include the street address(es), tax parcel number(s), and legal description(s) for the property to be rezoned by the adopted ordinance, using the procedure and considering the factors provided in section 90-513.

Sec. 90-516 Rezoning

Requests for rezoning of property from one zoning district to another zoning district (amending the zoning map by additional subsections to section 90-512) shall be addressed as provided in this section.

- (1) An application for rezoning shall be filed with the city planner in a format designated by the city planner that shall include the street address(es), tax parcel number(s), legal description(s), and drawing of the property that is to be rezoned. The city planner may require a survey if the city planner deems it necessary or prudent for accurately determining the property to be considered for rezoning.
 - (a) If the rezoning is for a planned unit development, the application and supporting materials must meet all requirements in this chapter for consideration of that proposed planned unit development.
 - (b) If the rezoning is for a conditional rezoning as provided in section 405 of the zoning enabling act, MCL 125.3405, the application shall also be accompanied by a proposed contract establishing offered conditions for the rezoning as provided in that section. A city council member, planning commissioner, city officer, city employee, or other agent of the city shall not require, add, or alter any offered conditions for a proposed rezoning.
- (2) The city planner may make a recommendation to the planning commission regarding the requested rezoning.
- (3) The planning commission shall hold a public hearing on the rezoning request as provided by this chapter, the zoning enabling act, and the planning commission's policies, practices, and procedures.
- (4) After the public hearing, the planning commission shall recommend to the city council approval or denial of the rezoning and include in that recommendation the reasons for it.
 - (a) If the rezoning is for a planned unit development, the recommendation may also include recommended conditions for approval.
 - (b) If the application is for a conditional rezoning, the planning commission shall also recommend approval or denial of the offered rezoning contract.
- (5) After receiving the planning commission's recommendation, the city council shall consider the requested rezoning in the same manner as other ordinance amendments except that the city council shall take final action to approve or deny the rezoning. The city council shall also state the reasons for its action.

- (a) If the rezoning is for a planned unit development, the city council may include conditions for the rezoning.
- (b) If the rezoning is for a conditional rezoning as provided in section 405 of the zoning enabling act, MCL 125.3405, the approval shall include action to approve the rezoning contract.
- (6) The following factors shall be applied to the consideration of requests for rezoning:
 - (a) Consistency of the proposed zoning district and land uses that could occur in the proposed zoning district with the adopted master plan. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.
 - (b) Compatibility of the proposed zoning district and land uses that could occur in the proposed zoning district with existing and future land uses adjacent to and in the vicinity of the property proposed for rezoning. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.
 - (c) Whether existing or planned public infrastructure and services are sufficient to serve possible uses and development of the property after it is rezoned.
 - (d) Whether the property can be used as currently zoned.
 - (e) Whether all uses that could be made of the property if rezoned as requested are appropriated at the location of the property. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.

Section 2. That the following statement shall be removed from Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan (it is now shown following the listing of the zoning districts before the text of the provisions applicable to them):

The location and boundaries of the districts are hereby established on a map entitled "City of Wyoming, Michigan Zoning Map", together with all notations, which map is hereby adopted and made a part of this chapter. The zoning map may be maintained by the city in such form as shall from time to time be deemed appropriate including an electronic database or information system. Unless otherwise shown on the zoning map, the district boundary lines follow lot lines or the centerlines of streets or alleys or such lines extended and the corporate limits of the city as they existed on January 3, 1979, and as subsequently revised. If the exact location of any district boundary line cannot be determined by the zoning map, it shall be resolved by the board of zoning appeals.

Section 3. That, if codified by MuniCode, MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 4. That this ordinance shall take effect upon the later of 15 days after its adoption or upon publication as required by applicable law.

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. 22-22

November 1, 2022

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Proposed Zoning Ordinance Text Amendments to add section 90-515 to incorporate the existing City zoning map (as it has been amended) into the zoning ordinance, and to add section 90-516 to outline the procedure and criteria applicable to requests for rezoning property from one zoning district to another.

Recommendation: To approve the subject Zoning Ordinance amendments

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on October 18, 2022. A motion was made by VanDuren, supported by Gilreath-Watts, to recommend to the City Council adoption of Sections 90-515 “Zoning Map” and 90-516 “Rezoning” text amendments, which would incorporate the existing City zoning map and outline procedures applicable to requests for rezoning property from one zoning district to another. The motion passed unanimously.

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

Proposed section 90-515 would accept the existing City Zoning Map (as it has been amended) into the Zoning Ordinance. This would approve all previous rezonings and zoning map amendments that were accepted under the previous code section. This section would also serve as the referred to code section for any future amendments to the zoning map.

Proposed section 90-516 would officially codify the procedure and criteria applicable to requests for rezoning property from one zoning district to another, utilizing the criteria that staff, the Planning Commission, and City Council have been applying historically when reviewing these requests. This section also includes clarification of rezoning application requirements, public hearing requirements and procedures, permissible actions in response to rezoning requests for Planning Commission and City Council, and applicable standards for reviewing rezoning requests.

During the public hearing one member of the public asked a question about the proposed ordinance. The proposed zoning code text amendment is attached.

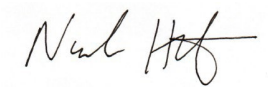
community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger John Fitzgerald Kent Vanderwood Marissa Postler Robert Postema Sam Bolt

Jack A. Poll, Mayor

Respectfully submitted,

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

Nicole Hofert, Director
Community and Economic Development Department

Cc: Curtis Holt, City Manager

3. The proposed development is similar in function, yet smaller in scale, than the original senior assisted living facility that was approved in 1999. The proposed building would be one story and of residential character to match the surrounding buildings in the Del-Mar Farms PUD. With the approval of the amendment to the ODP, a detailed site plan for the development would be required for approval by the Planning Commission before construction could occur.

Meagher explained that the Development Review Team recommends that the Planning Commission approve the proposed amendment to the Del-Mar Farms Overall Development Plan as requested at 4051 Del-Mar Drive SW.

Micile opened the public hearing at 7:11 PM. There was no public comment, and the public hearing was closed.

Jeff Van Laar, Exxel Engineering, introduced himself as the Engineer representing the Developer. He stated that he is available to answer questions related to the site. Van Laar acknowledged Tom Ostrom from Encore Senior living and said that he is available for any operational questions. Van Laar said that this site has been vacant for quite some time, and they are excited to start the project. Van Laar said that there have been good conversations between City staff and himself and he is hoping to come back for site plan approval and to work with staff again.

A motion was made by Arnoys, supported by Randall, to approve the proposed amendment to the Del-Mar Farms Overall Development Plan at 4051 Del-Mar Drive SW.

A vote on the motion passed unanimously.

AGENDA ITEM NO. 2

Request to amend the Wyoming Zoning Code to add section 90-515 to incorporate the existing City zoning map (as it has been amended) into the zoning ordinance, and to add section 90-516 to outline the procedure and criteria applicable to requests for rezoning property from one zoning district to another (Wyoming Planning Staff).

Meagher said that since its adoption, staff has been working to better align the City's Zoning Code with current practices and processes to make the Zoning Code easier to interpret and implement. Meagher explained that this review process, staff has identified that a non-existent code section was being referenced when performing amendments to the City's Zoning Map. Staff has also identified that the City's Zoning Code does not outline a standardized process for performing rezonings and zoning map amendments.

Meagher shared that two text amendments would need to be adopted to accept all previous rezonings, as well as to ensure that all future rezonings are standardized.

Meagher said that the first proposed amendment would create Section 90-515, which would accept the existing City Zoning Map (as it has been amended) into the Zoning Ordinance. This would approve all previous rezonings and zoning map amendments that were accepted under the non-existent code section. Meagher said that this section would also serve as the referred-to code section for any future amendments to the zoning map.

Meagher said that the second proposed amendment would create Section 90-516, which would officially codify the procedure and criteria applicable to requests for rezoning property from one zoning district to another, utilizing the criteria that staff, the Planning Commission, and City Council have been applying historically when reviewing these requests. Meagher stated that this includes clarification of rezoning application requirements, public hearing requirements and procedures, permissible actions in response to rezoning requests for Planning Commission and City Council, and applicable standards for reviewing rezoning requests. Those standards include the following:

- a. *Consistency with the adopted master plan;*
- b. *Compatibility of the allowed uses with existing and future land uses;*
- c. *Capability of the property to be served by public services;*
- d. *Ability of the property to be used as currently zoned; and*
- e. *Appropriateness of all uses allowed within the proposed district at the property location.*

Meagher explained that the addition of this amendment would better define the objective due process of rezoning requests for staff, City Council and Planning Commissioners, potential applicants, and the general public. Additional considerations for conditional rezonings are also clarified in this ordinance. Meagher shared that since proposed Sections 90-515 and 90-516 cannot function exclusively, staff is requesting that the two ordinances be considered together with one single action.

Meagher said that the Development Review Team recommends that Planning Commission adopt the recommended text amendments of *Zoning Code Sections 90-515 and 90-516* and recommends the same to City Council.

Micele opened the public hearing at 7:19 PM.

Jim Davis, Family Promise, said that this is a wonderful opportunity to codify some of the great practices that the City follows. Davis said that he, unfortunately, did not see the agenda prior to the meeting and was not able to read the text on the slides from Meagher's presentation. Davis apologized for having a few vague questions for the board. He stated that for the last year or more he has been working with City staff and elected officials to understand the process for pursuing transitional use housing in the City of Wyoming and the process and that the process has gone in several directions. Davis said that the first thought was that maybe there was a way forward with boarding houses, but that path has been eliminated because of the zoning change on boarding houses. Special use approval is the other conversation that has come up and he said that he shared that with the board at the last Planning Commission meeting. A special use approval would require rezoning, so the last year of work has been trying to use what exists to move forward with the project. Davis said that if the rules were to change midstream for an applicant like Family Promise or a future applicant that has been doing their diligence and trying to take appropriate steps forward that would be unfortunate. He said that he could not see the slides that were being presented and doesn't understand exactly what is being proposed. Davis said that as a former Planning Commissioner he thinks that considerations for special use or rezoning opportunities should have some codified language so that an applicant will know what their obligations are to City staff and community members. He said that Family Promise wants to be great partners in that way so in good faith he is trusting that they are really healthy and positive things, but he is nervous this late in the game wondering what exactly is changing in the future and what currently exists. He thanked the Commissioners for their time.

Paul Dilcher, 4150 Del-Mar Drive SW, Wyoming, MI 49418, asked when construction for the project will start. *(Editor's note: Micele informed the speaker that the public hearing for agenda item #1 was already closed and that he could speak during the public comment at the end of the meeting if he chooses. Meagher spoke to Dilcher individually in the hallway after he left the podium).*

Micele closed the public hearing at 7:22 PM.

A motion was made by VanDuren, supported by Gilreath-Watts, to recommend that Planning Commission adopt the recommended text amendments of *Zoning Code Sections 90-515 and 90-516* and recommend the same to City Council.

Arnoys asked staff to confirm if this amendment includes process changes.

Hofert confirmed that no changes are being made to the processes, just codifying the procedures. This amendment is written documentation of how the City has been applying rezoning procedures.

A vote on the motion passed unanimously.

Article 5 – DEVELOPMENT REVIEW CITY OF WYOMING ZONING ORDINANCE

established for the final development plan. When, in the judgment of the City Planner, City Engineer, and the City Attorney, the proposed change is a substantial deviation from the approved preliminary concept plan, the change shall be reviewed as a new application, in accordance with the provisions of Sections 90-511(B) and 90-511(C); provided, public hearings shall not be required, but may be conducted at the discretion of the Planning Commission and/or the City Council.

Sec. 90-514 Existing PUDs

Within the city, there are existing PUD's identified on the zoning map as "PUD-1, -2, and -3". These developments shall be exempt from the requirements of this article to the extent that they conform to the prior approved development plans for each respective project. However, any expansion, alteration or modification of the existing approved developments that constitutes a major change, as defined in Section 90-513, shall be subject to the procedural requirements of Section 90-513(C).

Sec. 90-515 Zoning Map

- (1) The map entitled City of Wyoming, Michigan Zoning Map, together with all notations, as it exists on October 31, 2022 (i.e., after the effective date of Ordinance (No. 15-22) which map is made a part of this chapter and may be referred to as the "zoning map." may be maintained by the city in such form as shall from time to time be deemed appropriate including an electronic database or information system.
 - (a) The location and boundaries of the zoning districts are as depicted on the zoning map.
 - (b) Unless otherwise shown on the zoning map, the district boundary lines follow lot lines or the centerlines of streets or alleys or such lines extended and the corporate limits of the city as they existed on January 3, 1979, and as subsequently revised.
 - (c) If the exact location of any district boundary line cannot be determined by the zoning map, it shall be resolved by the board of zoning appeals.
- (2) The zoning map may be amended by ordinances adding subsequent subsections to this section (subsections (3) and following) that include the street address(es), tax parcel number(s), and legal description(s) for the property to be rezoned by the adopted ordinance, using the procedure and considering the factors provided in section 90-516.

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

Article 5 – DEVELOPMENT REVIEW

CITY OF WYOMING ZONING ORDINANCE

Sec. 90-516 Rezoning

Requests for rezoning of property from one zoning district to another zoning district (amending the zoning map by additional subsections to section 90-515) shall be addressed as provided in this section.

- (1) An application for rezoning shall be filed with the city planner in a format designated by the city planner that shall include the street address(es), tax parcel number(s), legal description(s), and drawing of the property that is to be rezoned. The city planner may require a survey if the city planner deems it necessary or prudent for accurately determining the property to be considered for rezoning.
 - (a) If the rezoning is for a planned unit development, the application and supporting materials must meet all requirements in this chapter for consideration of that proposed planned unit development.
 - (b) If the rezoning is for a conditional rezoning as provided in section 405 of the zoning enabling act, MCL 125.3405, the application shall also be accompanied by a proposed contract establishing offered conditions for the rezoning as provided in that section. A city council member, planning commissioner, city officer, city employee, or other agent of the city shall not require, add, or alter any offered conditions for a proposed rezoning.
- (2) The city planner may make a recommendation to the planning commission regarding the requested rezoning.
- (3) The planning commission shall hold a public hearing on the rezoning request as provided by this chapter, the zoning enabling act, and the planning commission's policies, practices, and procedures.
- (4) After the public hearing, the planning commission shall recommend to the city council approval or denial of the rezoning and include in that recommendation the reasons for it.
 - (a) If the rezoning is for a planned unit development, the recommendation may also include recommended conditions for approval.
 - (b) If the application is for a conditional rezoning, the planning commission shall also recommend approval or denial of the offered rezoning contract.

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

Article 5 – DEVELOPMENT REVIEW CITY OF WYOMING ZONING ORDINANCE

- (5) After receiving the planning commission’s recommendation, the city council shall consider the requested rezoning in the same manner as other ordinance amendments except that the city council shall take final action to approve or deny the rezoning. The city council shall also state the reasons for its action.
- (a) If the rezoning is for a planned unit development, the city council may include conditions for the rezoning.
- (b) If the rezoning is for a conditional rezoning as provided in section 405 of the zoning enabling act, MCL 125.3405, the approval shall include action to approve the rezoning contract.
- (6) The following factors shall be applied to the consideration of requests for rezoning:
- (a) Consistency of the proposed zoning district and land uses that could occur in the proposed zoning district with the adopted master plan. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.
- (b) Compatibility of the proposed zoning district and land uses that could occur in the proposed zoning district with existing and future land uses adjacent to and in the vicinity of the property proposed for rezoning. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.
- (c) Whether existing or planned public infrastructure and services are sufficient to serve possible uses and development of the property after it is rezoned.
- (d) Whether the property can be used as currently zoned.
- (e) Whether all uses that could be made of the property if rezoned as requested are appropriated at the location of the property. If the application is for a conditional rezoning, consideration shall be given to the effect of any proposed restrictions imposed by the proposed rezoning contract. If the application is for rezoning for a planned unit development, consideration shall be given to the effect of any proposed conditions imposed on the planned unit development.

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