

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, DECEMBER 19, 2022, 7:00 P.M.**

**1) Call to Order**

**2) Invocation** – Pastor Theron Crawford Sr., CrossPoint Baptist Church

*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*

**3) Pledge of Allegiance**

**4) Roll Call**

**5) Student Recognition**

**6) Approval of Minutes**

From the December 5, 2022 Regular Meeting and the December 12, 2022 Work Session

**7) Approval of Agenda**

**8) Public Hearings**

*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting's permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**9) Public Comment on Agenda Items**

*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

**10) Presentations and Proclamations**

a) Presentations

b) Proclamations

1. Appreciation to and Recognition of Tommy Brann

2. Appreciation to and Recognition of John Fitzgerald

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

c) From City Clerk

1. Oath of Office – Robert Arnoys, Councilmember-At-Large

**13) Budget Amendments**

**14) Consent Agenda**

*All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.*

- a) To Reappoint Keith Morgan to the Downtown Development Authority
- b) To Appoint Jack A. Poll to the Board of Review
- c) To Appoint Jack A. Poll to the Officers Compensation Commission
- d) To Appoint Diana Ames to the Housing Commission
- e) To Appoint Margarita Harris to the Housing Commission
- f) To Appoint Krashawn Martin to the Greater Wyoming Community Resource Alliance
- g) To Appoint Robert Arnoys to the Retirement Board
- h) Appreciation to James Hake for His Service as a Member of the Board of Review
- i) Appreciation to Steven Harkema for his Service as a Member of the Downtown Development Authority
- j) Appreciation to Carol L. Lomonaco for her Service as a Member of the Housing Board of Appeals
- k) Appreciation to Casey VanHattum for her Service as a Member of the Greater Wyoming Community Resource Alliance
- l) To Set Meeting Days and Times for the City of Wyoming Boards and Commissions

**15) Resolutions**

- m) Approving and Authorizing Mayor and City Clerk to Sign Municipal Services Agreement for the Union Suites at Michael Housing Project
- n) Amending City Council Property Tax Poverty Exemption Policy and Guidelines
- o) To Change the Financial Manager for the Edward Byrne Memorial Justice Assistance Grant and all Other Current Grants
- p) To Grant a Utility Easement to the Interurban Transit Partnership
- q) To Amend the Employment Contract Between the City of Wyoming and the Wyoming City Employees Union and to Amend the Classification and Salary Schedule
- r) To Consider an Application from Rio Steakhouse, LLC for a new Class C Licensed Business to be Located at 69 28<sup>th</sup> St SW, Wyoming, MI 49548, Kent County, Michigan

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

- s) To Authorize Printing and Related Services
- t) To Accept a Proposal from Tetra Tech for the Replacement of Remote Site Logic Controllars and to Authorize the Mayor and City Clerk to Execute the Contract
- u) To Accept a Proposal for Presort Mailing Services and to Authorize the Mayor and City Clerk to Execute the Contract
- v) To Accept a Quote from Ferguson Waterworks for Water Meters, Strainers, and Meter Equipment and to Authorize the Mayor and City Clerk to Execute the Contract
- w) To Concur with the Purchase of Water Meter Insetters from Core & Main
- x) To Accept Proposals from Knight Watch for the Purchase and Installation of Security Camera Systems at Gezon, Ideal, Jackson, Kelloggsville, and Prairie Parks and to Authorize the Mayor and City Clerk to Execute the Contract
- y) To Accept a Proposal from Placer.AI for Location Based Analytics and to Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 54)
- z) To Award a Proposal for Executive Search Services and to Approve and Authorize the Mayor and City Clerk to Sign an Executive Search Services Contract with Baker Tilly US, LLP (Budget Amendment No. 55)
- aa) Approving and Directing the Mayor and Clerk to Sign Wood Bridge Design and Materials Contract with Western Wood Structures, Inc.
- bb) Approving and Directing the Mayor and Clerk to Sign Consumers Energy Agreement

for Modifications of Electric Facilities

cc) Approving and Directing the Mayor and Clerk to Sign 1<sup>st</sup> Amendment to Trail Design Contract with Progressive AE

dd) To Award Bids and to Authorize the Mayor and City Clerk to Execute the Contracts

1. Printing and Mailing Services – Utility Bills and Tax Bills

2. Printing and Related Services – Wyoming Record

3. Water Reliability Study and Asset Management Plan

**17) Ordinances**

23-22 To Amend Chapter 2, Article IV, Division 8, of the Code of Ordinances to Provide for a Service Charge in Lieu of Taxes for the Union Suites at Michael Housing Project (Final Reading)

24-22 To Amend Chapter 50, Article IX, Division 4, of the Code of Ordinances Incorporating Amendments to Michigan's Youth Tobacco Act from 2019 and 2022 (Final 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**

**PROCLAMATION  
RECOGNIZING STATE REPRESENTATIVE  
TOMMY BRANN**

*WHEREAS, Tommy Brann was elected in November 2016 to the Michigan House of Representatives for District 77; and*

*WHEREAS, during his tenure, as a State Representative, Tommy Brann has been a leader in efforts to improve public safety, the needs of youth, cultural life, and help maintain and enhance the quality of life within the City of Wyoming and in the metropolitan area; and*

*WHEREAS, Tommy Brann has served tirelessly on various leadership positions within the city, county, and state, serving with commitment and wisdom, promoting the City of Wyoming, and ensuring its continued growth.*

*NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan, on behalf of the Wyoming City Council, do here by recognize and express sincere appreciation to State Representative Tommy Brann for his personal dedication and exceptional service to our community, and express our profound thanks, and hope for his continued success in life.*

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**KENT VANDERWOOD, MAYOR**  
*City of Wyoming, Michigan*  
*December 19, 2022*

**PROCLAMATION  
OF APPRECIATION TO JOHN FITZGERALD  
FOR HIS SERVICE AND DEDICATION TO THE  
CITY OF WYOMING AND ITS CITIZENS**

*WHEREAS, John Fitzgerald was elected by the citizens of Wyoming as Council Member-At-Large in November 2020, and served continuously and commendably until December 2022; and*

*WHEREAS, during his tenure, John Fitzgerald served the City of Wyoming and its citizens with extraordinary distinction and integrity using his expertise towards the betterment of the community, and always kept the welfare of the residents of Wyoming first and foremost in making decisions; and*

*WHEREAS, John Fitzgerald deserves our congratulations on his successful election as State Representative for the 83<sup>rd</sup> District.*

*NOW, THEREFORE, I, KENT VANDERWOOD, Mayor of the City of Wyoming, Michigan, on behalf of the Wyoming City Council, do hereby express my sincere appreciation and gratitude to John Fitzgerald for his dedicated and outstanding commitment to the City of Wyoming and its residents, and wish him the very best in his continued public service.*

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**KENT VANDERWOOD, MAYOR**  
*City of Wyoming, Michigan*  
*December 19, 2022*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONFIRM THE REAPPOINTMENT OF KEITH MORGAN  
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for Keith Morgan expires on January 1, 2023.
2. Mayor Kent Vanderwood has recommended the reappointment of Keith Morgan as a member of the Downtown Development Authority.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council of the City of Wyoming, Michigan does hereby confirm the reappointment of Keith Morgan as a member of the Downtown Development Authority for the City of Wyoming, Michigan for the regular term ending January 1, 2027.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONFIRM THE APPOINTMENT OF JACK A. POLL  
AS MEMBER OF THE BOARD OF REVIEW  
FOR THE CITY OF WYOMING

WHEREAS:

1. Jack A. Poll has submitted an application requesting appointment to the Board of Review for the City of Wyoming.
2. A vacancy exists in an unexpired term ending January 31, 2025, on the Board of Review.
3. It is the desire of the City Council that Jack A. Poll be appointed to serve on the Board of Review for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Jack A. Poll as a member of the Board of Review for the unexpired term ending January 31, 2025.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT JACK A. POLL AS A MEMBER  
OF THE OFFICERS COMPENSATION COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Jack A. Poll has submitted an application requesting appointment to the Officers Compensation Commission for the City of Wyoming.
2. A vacancy exists in an unexpired term ending June 30, 2028 on the Officers Compensation Commission.
3. It is the desire of Mayor Kent Vanderwood that Jack A. Poll be appointed to serve on the Officers Compensation Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of Jack A. Poll to the Officers Compensation Commission for the City of Wyoming for a term expiring June 30, 2028.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT DIANA AMES AS A MEMBER OF THE  
HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Diana Ames has submitted an application requesting appointment to the Housing Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2026.
3. It is the recommendation of the City Manager that Diana Ames be appointed to serve on the Housing Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Diana Ames to the Wyoming Housing Commission for the unexpired term ending on June 30, 2026.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT MARGARITA HARRIS AS A MEMBER OF THE  
HOUSING COMMISSION FOR THE CITY OF WYOMING

WHEREAS:

1. Margarita Harris has submitted an application requesting appointment to the Housing Commission for the City of Wyoming.
2. A vacancy exists in a term ending June 30, 2027.
3. It is the recommendation of the City Manager that Margarita Harris be appointed to serve on the Housing Commission for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council does hereby concur with the recommendation of the City Manager to appoint Margarita Harris to the Wyoming Housing Commission for the unexpired term ending on June 30, 2027.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT KRASHAWN MARTIN AS A MEMBER  
OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE  
FOR THE CITY OF WYOMING

WHEREAS:

1. A vacancy exists in a term ending January 1, 2026.
2. City Council wishes to appoint Krashawn Martin as a member of the Greater Wyoming Community Resource Alliance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council for the City of Wyoming, Michigan does hereby confirm the appointment of Krashawn Martin as a member of the Greater Wyoming Community Resource Alliance for the term ending January 1, 2026.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPOINT ROBERT ARNOYS  
AS A MEMBER OF THE RETIREMENT BOARD  
FOR THE CITY OF WYOMING

WHEREAS:

1. In accordance with Article 14 of the Defined Benefit Plan of the City of Wyoming, a member of the City Council shall be appointed to the Retirement Board by the City Council and serve at the pleasure of the City Council.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan does hereby appoint Robert Arnoys as a member of the Retirement Board for the City of Wyoming for a term expiring June 30, 2024.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2022.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO JAMES HAKE  
FOR HIS SERVICE AS A MEMBER OF THE BOARD OF REVIEW  
FOR THE CITY OF WYOMING

WHEREAS:

1. James Hake has served faithfully and effectively as a member of the Board of Review since February 20, 2012.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to James Hake for his dedicated service as a member of the Board of Review.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO STEVEN HARKEMA FOR HIS SERVICE  
AS A MEMBER OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
FOR THE CITY OF WYOMING

WHEREAS:

1. Steven Harkema has served faithfully and effectively as a member of the Downtown Development Authority since January 11, 1999.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Steven Harkema for his dedicated service as a member of the Downtown Development Authority.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO CAROL L. LOMONACO FOR HER SERVICE  
AS A MEMBER OF THE HOUSING BOARD OF APPEALS  
FOR THE CITY OF WYOMING

WHEREAS:

1. Carol L. Lomonaco has served faithfully and effectively as a member of the Housing Board of Appeals since December 17, 2012.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Carol L. Lomonaco for her dedicated service as a member of the Housing Board of Appeals.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO CASEY VANHATTUM FOR HER SERVICE  
AS A MEMBER OF THE GREATER WYOMING COMMUNITY RESOURCE ALLIANCE  
FOR THE CITY OF WYOMING

WHEREAS:

1. Casey VanHattum has served faithfully and effectively as a member of the Greater Wyoming Community Resource Alliance since October 19, 2020.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Casey VanHattum for her dedicated service as a member of the Greater Wyoming Community Resource Alliance.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SET MEETING DAYS AND TIMES FOR THE  
CITY OF WYOMING BOARDS AND COMMISSIONS

WHEREAS:

1. Section 2.113 of the City Code of Ordinances states that days and times of board and commission meetings shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. Wyoming City Council does hereby set the days and times for the Wyoming Boards and Commissions as listed on the attached schedule.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

2023 Boards & Commissions Calendar

Resolution No. \_\_\_\_\_

CITY OF WYOMING  
BOARDS - COMMISSIONS - COMMITTEES  
2023 MEETING SCHEDULE

<b>BOARD OF REVIEW</b>	
Tuesday, March 7, 12:00 p.m.– 3:00 p.m.	City Hall - 1155 28 <sup>th</sup> Street SW
Wednesday, March 8, 9:00 a.m. – 4:00 p.m.	
Tuesday, March 14, 1:00 p.m. - 4:00 p.m. & 6:00 p.m. - 9:00 p.m.	
Wednesday, March 15, 9:00 a.m. – 4:00 p.m.	
Tuesday, July 18, 2:00 p.m. – 5:00 p.m.	
Tuesday, December 12, 2:00 p.m. – 5:00 p.m.	
<b>BUILDING AUTHORITY</b>	
At the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>COMMUNITY DEVELOPMENT COMMITTEE</b>	
At the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>CONSTRUCTION BOARD OF APPEALS</b>	
3:00 p.m. on the 2 <sup>nd</sup> Monday of each month at the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>DOWNTOWN DEVELOPMENT AUTHORITY</b>	
7:30 a.m. on the 2 <sup>nd</sup> Tuesday of January, April, July, and October	City Hall - 1155 28 <sup>th</sup> Street SW
<b>ECONOMIC DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY</b>	
4:00 p.m. on the 4 <sup>th</sup> Monday: January, April, July, and October	City Hall - 1155 28 <sup>th</sup> Street SW
<b>ELECTION COMMISSION</b>	
At the call of the City Clerk	City Hall - 1155 28 <sup>th</sup> Street SW
<b>GREATER WYOMING COMMUNITY RESOURCE ALLIANCE</b>	
9:00 a.m. on the 4 <sup>th</sup> Tuesday of each month	City Hall - 1155 28 <sup>th</sup> Street SW
<b>HEALTH INSURANCE TRUST BOARD</b>	
3:00 p.m. on the 3 <sup>rd</sup> Monday of each month	City Hall - 1155 28 <sup>th</sup> Street SW
<b>HISTORICAL COMMISSION</b>	
6:30 p.m. on the 3 <sup>rd</sup> Wednesday of each month	Wyoming Public Library - 3350 Michael SW
<b>HOUSING BOARD OF APPEALS</b>	
7:00 p.m. on the 1 <sup>st</sup> Thursday of each month at the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>HOUSING COMMISSION</b>	
1:00 p.m. on the 3 <sup>rd</sup> Tuesday: January 17, March 21, May 16, August 15, October 17, December 19	Housing Commission - Westwood Apartments 2450 36 <sup>th</sup> Street SW
<b>OFFICERS COMPENSATION COMMISSION</b>	
In every odd-numbered year at the call of the Chair	City Hall - 1155 28 <sup>th</sup> Street SW
<b>PARKS AND RECREATION COMMISSION</b>	
7:00 p.m. on the 2 <sup>nd</sup> Wednesday of each month (no meeting in July & Aug.)	City Hall - 1155 28 <sup>th</sup> Street SW
<b>PLANNING COMMISSION</b>	
7:00 p.m. on the 3 <sup>rd</sup> Tuesday of each month	City Hall - 1155 28 <sup>th</sup> Street SW
<b>RETIREMENT BOARD</b>	
3:00 p.m. on the 3 <sup>rd</sup> Monday of each month	City Hall - 1155 28 <sup>th</sup> Street SW
<b>TREE COMMISSION</b>	
12:30 p.m. on the 2 <sup>nd</sup> Monday of each month	City Hall – 1155 28 <sup>th</sup> Street SW
<b>WATER SYSTEM ADVISORY COUNCIL</b>	
At the call of the Chair	City Hall – 1155 28 <sup>th</sup> Street SW
<b>WKTU COMMISSION</b>	
6:00 p.m. on the 1 <sup>st</sup> Monday of each month	WKTU - 5261 Clyde Park Avenue SW
<b>ZONING BOARD OF APPEALS</b>	
1:30 p.m. on the 1 <sup>st</sup> and 3 <sup>rd</sup> Monday of each month	City Hall - 1155 28 <sup>th</sup> Street SW

\*\* NOTICE GIVEN PURSUANT TO PUBLIC ACT 267, OF 1976, AS AMENDED, BEING MCL 15.261  
For further information regarding a scheduled meeting, contact the office of the City Clerk at 1155 28th St. SW, Wyoming, MI 49509-0905. Phone 616-530-7296.

12.19.2022  
City Atty

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING MAYOR AND CITY CLERK  
TO SIGN MUNICIPAL SERVICES AGREEMENT FOR THE UNION SUITES AT  
MICHAEL HOUSING PROJECT

WHEREAS:

1. Union Suites at Michael Limited Dividend Housing Association LLC has proposed development of a housing project on property along at 3566 Michael Ave SW and is seeking certain incentives from the Michigan State Housing Development Authority ("MSHDA").
2. To qualify for those incentives, it is necessary for the City to approve an exemption from *ad valorem* general property taxes for the project and the property on which it will be located.
3. MSHDA allows the payment to the City of a municipal services fee pursuant to a municipal services agreement to partially pay the cost of municipal services provided by the City to the project and the property on which it is located.
4. The City previously approved that tax exemption but because MSHDA will be making two loans with different entities owning a part of the project, it was necessary to revise and then reapprove the municipal services agreement.

NOW, THEREFORE BE IT RESOLVED:

1. The Municipal Services Agreement for the Union Suites at Michael Housing Project is approved in substantially the form attached as Exhibit A subject to such changes as the Mayor, City Manager and City Attorney may approve. The Mayor and City Clerk are authorized and directed to that agreement on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                              No

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on December 19, 2022.

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Exhibit A: Municipal Services Agreement for Union Suites at Michael Housing Project

Resolution No. \_\_\_\_\_

Exhibit A  
**MUNICIPAL SERVICES CONTRACT**  
(Union Suites at Michael Housing Project)

This Municipal Services Contract is made as of December 20, 2022, among the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> Street SW, Wyoming, MI 49509 (**City**), Union Suites LLC, a Michigan limited liability company, with offices at 335 Bridge St NW, Suite 2800, Grand Rapids, MI 49504 (**Sponsor**) Union Suites at Michael Limited Dividend Housing Association LLC, a Michigan limited liability company, with offices at 335 Bridge St NW, Suite 2800, Grand Rapids, MI 49504 (**Co-owner I**), and Union Suites at Michael II Limited Dividend Housing Association LLC, a Michigan limited liability company, with offices at 335 Bridge St NW, Suite 2800, Grand Rapids, MI 49504 (**Co-owner II**).

RECITALS

A. Co-owners applied for low income housing tax credits and a federally- or Authority-aided mortgage from the Michigan State Housing Development Authority (the **Authority**) in order to develop the following described low- and moderate-income of the housing development (**Project**) on the following described property (**Property**).

Project Description: The housing project for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor and Co-owners, subject to income and rent restrictions under the LIHTC Program and Mortgage Loans, to consist of a 3-unit condominium project to be acquired and constructed by the Sponsor. Co-owner I will own Condominium Units 1 and 2. Co-owner II will own Condominium Unit 3.

(1) Condominium Unit 1 includes a renovation of the existing approximately 50+ year old, 80,000 square foot office building into an adaptive reuse apartment building with 68 apartments.

(2) Condominium Unit 2 entails construction of 30 senior and family townhome units, one of which will be a single-story ADA townhome.

(3) Condominium Unit 3 will be the construction of an attached addition to Condominium Unit 1 to include 52 apartments.

(4) The combined building consisting of Condominium Units 1 and 3 will have a community room, library, workout facility, mail room, coffee café, hair salon, and leasing office for the use only of the residents of all 3 condominium units.

(5) All apartment and townhome units will be visitable units, with in-unit washer and dryer, full oven, dishwasher and garbage disposal.

(6) The Project will include on-site parking spaces to meet zoning requirements and will include construction of a shelter at the existing bus stop on Michael Ave SW.

(7) There will be 1.68 acres of open space that will be improved with a paved walking path, sitting area, and outdoor cooking area.

(8) The project will be developed generally in accordance with the site layout and building elevations prepared by Nederveld labeled "3566 Michael Avenue SW," Project No. 19400478, Sheet Nos. C-100, C-201, C-203, C-205, C-210, C-300, C-400, C-500, and L-200, Revision date 04.02.20, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

Property Description: Approximately 7.3 acres of real property including the vacant approximately 76,362 square foot office building currently located on it:

PART SW 1/4 SE 1/4 COM AT S 1/4 COR TH N 0D 00M ALONG N&S 1/4 LINE 40 FT TH S 88D 01M 13S E PAR WITH S SEC LINE 40 FT TO BEG OF THIS DESC - TH N 0D 00M ALONG E LINE OF MICHAEL AVE 796.33 FT TO A PT 495 FT S FROM S 1/8 LINE TH S 87D 57M 59S E PAR WITH S 1/8 LINE 287.30 FT TO W LINE OF ALBERT REALTORS WYOMING PLAT TH S 0D 01M 01S W 139.60 FT TO SW COR OF LOT 30 OF SD PLAT TH N 87D 57M 59S W 15 FT TH S 0D 01M 01S W 60 FT TH S 87D 57M 59S E 15 FT TH S 0D 01M 01S W 120.95 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 45 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 423.31 FT TO N LINE OF 36<sup>TH</sup> ST TH N 88D 01M 13S W ALONG SD N LINE 437.05 FT TH S 0D 00M 7 FT TH N 88D 01M 13S W 55 FT TO BEG \* SEC 14 T6N R12W.

B. The State Housing Development Authority Act of 1966, 1996 PA 346, MCL 126.1401 *et seq.* (the "**Act**"), empowers municipalities to grant property tax exemptions for such housing developments.

C. City has adopted Ordinance No. 22-\_\_ providing that the Project is eligible for a property tax exemption under the Act, a copy of which is attached as **Exhibit A** (the "**Ordinance**").

D. City wishes to ensure Sponsor and Co-owners acquire, construct, own and operate the Project as depicted in Exhibit A within the promised time.

E. Sponsor and Co-owners wish to ensure municipal services will be provided to Project residents throughout the period when the Project is exempt from property taxes.

#### TERMS AND CONDITIONS

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

1. Development.

A. Sponsor and/or one or more of the Co-owners will begin construction of the Project on the Property no later than July 31, 2023. Co-owners will own and operate their respective parts of the Project as described in the definition of the Project, the condominium master deed, condominium association bylaws, and other condominium documents.

B. If construction has not begun (by the pouring of footings and foundations following the issuance of building permits for the buildings and other improvements comprising the Project), by July 31, 202e, the City Council may choose to repeal the Ordinance and terminate this Agreement. Before undertaking action to do so, City shall give Sponsor, Co-owners, and the Authority written notice of the meeting at which such action will be considered and provide Sponsor, Co-owners, and the Authority an opportunity to address the City Council before any such action is formally considered.

2. Municipal Services. City shall provide municipal services to the Property, the Project, and the Project's occupants just as it does for all similar property in its jurisdiction.

3. Municipal Services Fee.

A. To the extent permitted by law, there shall be paid to City a municipal services fee equal to 4.0% of the Annual Shelter Rent (as defined in the Ordinance) collected for the Project during each operating year. Co-owner I shall pay the municipal services fee for Condominium Units 1 and 2. Co-owner II shall pay the municipal services fee for Condominium Unit 3.

B. The annual municipal services fee for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year and thereafter will be subject to interest and penalties shall be collectible in the same manner as for *ad valorem* property taxes under the City Charter, this Code of Ordinances, and the General Property Tax Act, 1893 PA 206, MCL 211.1 *et seq.*

C. The amounts paid pursuant to this contract shall be in addition to the amounts paid pursuant to the Ordinance.

4. Annual Reporting. Beginning in the year in which Sponsor and/or either Co-owner first receives the benefit of the tax exemption granted under the Ordinance (the **Tax Exemption**), Sponsor and Co-owners shall each annually submit to City's assessor on or before April 30 an audit report showing the Annual Shelter Rent collected and the utilities paid by Sponsor and Co-owners, respectively, in the prior year.

5. Term. This contract shall take effect as of the date first written about and shall remain in effect for each year that the tax exemption provided under the Ordinance remains in effect.

6. General Provisions.

A. Any notice, request or other communication given pursuant to this contract to any party shall be in writing and shall be deemed given when (i) delivered personally, (ii) when actually delivered by FedEx, UPS or similar delivery service, or (iii) when delivered and acknowledged by e-mail to the other party at the addresses first set forth above, unless the other party has designated in writing a different address for the serving of notices by a notice given in compliance with this subsection 6.A.

B. This is the entire agreement between the parties as to its subject matter. It supersedes and replaces all prior agreements. It cannot be amended or modified except in writing signed by all the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

C. This contract and the rights and obligations of the parties under this contract shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

E. The captions are for reference only and shall not affect the interpretation of this contract. However, the recitals are an integral part of this contract.

F. This contract and the rights and obligations under this contract are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

G. This contract shall be enforceable only by the parties and no other person shall have the right to enforce any provision.

H. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this contract on a future occasion.

I. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision of this contract shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain or defend any such action for its first accrual or first notice thereof through all appellate and collection proceedings.


J. A copy of this contract shall be recorded with the Kent County Register of Deeds.

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

**CITY OF WYOMING**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

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

**STATE OF MICHIGAN  
COUNTY OF KENT**

On \_\_\_\_\_, 2022, Kent Vanderwood and Kelli A. Vandenberg, known to me as the Mayor and Clerk, respectively for the City of Wyoming, acknowledged their signatures before me.

\_\_\_\_\_  
\*  
Notary public, Kent County, MI  
Acting in Kent County, MI  
My commission expires: \_\_\_\_\_

**UNION SUITES LLC**

By: \_\_\_\_\_  
Thomas Ralston, Manager

By: \_\_\_\_\_  
Nicholas Lovelace, Manager

**UNION SUITES AT MICHAEL LIMITED  
DIVIDEND HOUSING ASSOCIATION LLC**

By: \_\_\_\_\_  
Thomas Ralston, Manager

By: \_\_\_\_\_  
Nicholas Lovelace, Manager

**UNION SUITES AT MICHAEL II LIMITED  
DIVIDEND HOUSING ASSOCIATION LLC**

By: \_\_\_\_\_  
Thomas Ralston, Manager

By: \_\_\_\_\_  
Nicholas Lovelace, Manager

**STATE OF MICHIGAN  
COUNTY OF KENT**

On \_\_\_\_\_, 2022, Thomas Ralston and Nicholas Lovelace, known to me as the Managers of Union Suites at Michael Limited Dividend Housing Association LLC, acknowledged their signatures before me.

\_\_\_\_\_  
\*  
Notary public, \_\_\_\_\_ County, MI  
Acting in \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_

**STATE OF MICHIGAN  
COUNTY OF KENT**

On \_\_\_\_\_, 2022, Thomas Ralston and Nicholas Lovelace, known to me as the Managers of Union Suites at Michael Limited Dividend Housing Association LLC, acknowledged their signatures before me.

\_\_\_\_\_  
\*  
Notary public, \_\_\_\_\_ County, MI  
Acting in \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_

**STATE OF MICHIGAN  
COUNTY OF KENT**

On \_\_\_\_\_, 2022, Thomas Ralston and Nicholas Lovelace, known to me as the Managers of Union Suites at Michael II Limited Dividend Housing Association LLC, acknowledged their signatures before me.

\_\_\_\_\_  
\*  
Notary public, \_\_\_\_\_ County, MI  
Acting in \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_

**No state or county transfer tax is due because no interest is conveyed by this document.**

Drafted by:  
Scott G. Smith, City Attorney  
City of Wyoming  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

When recorded, return to:  
Kelli A. VandenBerg, City Clerk  
City of Wyoming  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

Exhibit A: Ordinance No. 2-\_\_

**EXHIBIT A**

ORDINANCE NO. 23-22

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 8 OF THE CODE OF  
ORDINANCES TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE UNION  
SUITES AT MICHAEL HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 8 of Code of Ordinances, City of Wyoming, Michigan, to read as follows:

DIVISION 8

TAX EXEMPTION AND SERVICE CHARGE FOR UNION SUITES AT MICHAEL HOUSING  
PROJECTS

**Sec. 2-310.1. Purpose.**

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the city.

(c) The Sponsor and Co-owners have offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Project, which will then be owned and operated as detailed in the definition of the Project, to serve low income persons and families and the Co-owners have offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

**Sec. 2-310.2. Definitions.**

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *Co-owner I* means Union Suites at Michael Limited Dividend Housing Association LLC.

(e) *Co-owner II* means Union Suites at Michael II Limited Dividend Housing Association LLC.

(f) *Co-owners* means Co-owner I and Co-owner II.

(g) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(h) *Low income persons and families* means persons and families eligible to move into a housing project.

(i) *Mortgage Loans* means the loans that are federally-aided (as defined in section 11 of the Act) or loans or grants made or to be made by the Authority to the Sponsor and/or Other Owner for the acquisition, construction, and/or permanent financing of the Project on the Project Property and secured by mortgages on all or parts of the Project.

(j) *Project* means the housing project for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor and Co-owners, subject to income and rent restrictions under the LIHTC Program and Mortgage Loans, to consist of a 3-unit condominium project to be acquired and constructed by the Sponsor. Co-owner I will own Condominium Units 1 and 2. Co-owner II will own Condominium Unit 3.

(1) Condominium Unit 1 includes a renovation of the existing approximately 50+ year old, 80,000 square foot office building into an adaptive reuse apartment building with 68 apartments.

(2) Condominium Unit 2 entails construction of 30 senior and family townhome units, one of which will be a single-story ADA townhome.

(3) Condominium Unit 3 will be an attached addition to Condominium Unit 1 to include 52 apartments.

(4) The combined building consisting of Condominium Units 1 and 3 will have a community room, library, workout facility, mail room, coffee café, hair salon, and leasing office for the use only of the residents of all 3 condominium units.

(5) All apartment and townhome units will be visitable units, with in-unit washer and dryer, full oven, dishwasher and garbage disposal.

(6) The Project will include on-site parking spaces to meet zoning requirements and will include construction of a shelter at the existing bus stop on Michael Ave SW.

(7) There will be 1.68 acres of open space that will be improved with a paved walking path, sitting area, and outdoor cooking area.

(8) The project will be developed generally in accordance with the site layout and building elevations prepared by Nederveld labeled "3566 Michael Avenue SW," Project No. 19400478, Sheet Nos. C-100, C-201, C-203, C-205, C-210, C-300, C-400, C-500, and L-200, Revision date 04.02.20, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(k) *Project Property* means the following described approximately 7.3 acres of real property including the vacant approximately 76,362 square foot office building currently located on it:

PART SW 1/4 SE 1/4 COM AT S 1/4 COR TH N 0D 00M ALONG N&S 1/4 LINE 40 FT TH S 88D 01M 13S E PAR WITH S SEC LINE 40 FT TO BEG OF THIS DESC - TH N 0D 00M ALONG E LINE OF MICHAEL AVE 796.33 FT TO A PT 495 FT S FROM S 1/8 LINE TH S 87D 57M 59S E PAR WITH S 1/8 LINE 287.30 FT TO W LINE OF ALBERT REALTORS WYOMING PLAT TH S 0D 01M 01S W 139.60 FT TO SW COR OF LOT 30 OF SD PLAT TH N 87D 57M 59S W 15 FT TH S 0D 01M 01S W 60 FT TH S 87D 57M 59S E 15 FT TH S 0D 01M 01S W 120.95 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 45 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 423.31 FT TO N LINE OF 36<sup>TH</sup> ST TH N 88D 01M 13S W ALONG SD N LINE 437.05 FT TH S 0D 00M 7 FT TH N 88D 01M 13S W 55 FT TO BEG \* SEC 14 T6N R12W

(l) *Sponsor* means Union Suites LLC and any entity that receives or assumes a Mortgage Loan for the Project on the Property.

(m) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

**Sec. 2-310.3. Property Tax Exemption.**

(a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

**Sec. 2-310.4. Annual Service Charge.**

(a) To the extent permitted by law, there shall be paid by the owner of each condominium unit comprising the Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for that condominium unit during each operating year. The annual service charge in lieu of *ad valorem* property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in which Annual Shelter Rents are first collected shall be equal to the *ad valorem* tax on that portion of the Project Property in the calendar year before construction of the Project began.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement among the Sponsor, Co-owners and the city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of the Project that is tax exempt but is occupied by other than low income persons or families shall be

equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

**Sec. 2-310.5. Contractual Effect of Ordinance.**

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city, the Sponsor and Co-owners, with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is created and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority, the Sponsor, and Co-owners are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on January 3, 2023.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on December 19, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 23-22  
Introduced: 11.21.2022  
Adopted: 12.19.2022

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AMENDING CITY COUNCIL POLICY MANUAL SECTION 4.03 TO  
REVISE PROPERTY TAX POVERTY EXEMPTION POLICY AND GUIDELINES

WHEREAS:

1. Subsection 7u(4) of the General Property Tax Act, 1893 PA 206, MCL 211.7u(4), requires the City Council to adopt and make available to the public a policy and guidelines the City will use for granting "poverty exemptions" to persons who, in the judgment of the Assessor and Board of Review, own and occupy as their principal residence a home, but due to poverty, are unable to contribute to the public charges; and
2. The City's current poverty exemption policy needs revision to comply with the Michigan Court of Appeals decision in *Bonzheim v City of Wyoming*, (unpub'd, docket # 357452, May 19, 2022, MTT docket # 20-003539-TT) in which the court determined that parts of the asset test provided by State Tax Commission Bulletin 6 of 2017, issued June 6, 2017, were invalid and the city property tax policy provision incorporating that guidance was also invalid.

NOW, THEREFORE BE IT RESOLVED:

1. That section 4.03 of the City Council Policy Manual is amended to read as follows:

**4.03 Property Tax Poverty Exemption Policy and Guidelines**

Pursuant to MCL 211.7u, this policy and guidelines apply to the City Assessor's and City Board of Review's consideration of applications for exemptions from real property taxes by persons who, in the judgment of the Assessor and Board of Review, own and occupy as their principal residence a home, but due to poverty, are unable to contribute to the public charges.

1. City Policy. If a person qualifies for a real property tax exemption under this policy, the City will grant a total exemption. The City will not grant partial exemptions.
2. Eligibility Determination. The following criteria and information shall be used to determine eligibility for the exemption. All the eligibility criteria must be met and all required and any requested information must be provided.

A. The applicant must own and reside in the property as the applicant's principal residence. This is determined as follows:

1. The applicant must file a fully and properly completed Michigan Department of Treasury form 5737, "Application for MCL 211.7u Poverty Exemption."
2. If requested by the Assessor or Board of Review, the applicant must file a copy of deed, land contract, or other evidence acceptable to the Assessor and Board of Review showing the applicant owns the property.
3. If the applicant is seeking an annual extension of a previously approved poverty exemption, the applicant must file a fully and properly completed Michigan Department of Treasury form 5739, "Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty."

B. The City will apply an income test to determine income eligibility for this exemption.

1. The applicant must file a fully and properly completed Michigan Department of Treasury form 5737, "Application for MCL 211.7u Poverty Exemption." This is the same form as required under paragraph 2.A.1 above.
2. The total income of all household members (all persons residing in the subject property) must fall at or below the federal poverty guidelines annually updated by the United States Department of Health and Human Services. The State Tax Commission normally publishes the guidelines applicable to the next tax year in its annual Bulletin of Procedural Changes issued in the fall of each year. For 2021, the following guidelines apply:

Size of Family Unit	Poverty Guidelines
1	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200
5	\$30,680
6	\$35,160
7	\$39,640
8	\$44,120
Each additional person	\$4,480

The Assessor shall, without further action of the City Council, annually update this table to be consistent with the annually established US DHHS guidelines.

3. Household income includes the following:
    - a. Money, wages, salaries before deductions, regular contributions from persons not living in the residence
    - b. Net receipts from non-farm or farm self-employment (receipts from a person's own business, professional enterprise, or partnership, after business expense deductions)
    - c. Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments, public assistance, supplemental security income (SSI)
    - d. Alimony, child support, military family allotments
    - e. Private and governmental retirement and disability pensions, regular insurance, annuity payments
    - f. College or university scholarships, grants, fellowships, assistantships
    - g. Dividends, interest, and net income from rentals, royalties, estates, trusts, gambling or lottery winnings
  4. Household income does not include the homestead property tax credit.
  5. The applicant must file copies of the most recently federal and state income tax returns for all persons residing in the residence for which the exemption is sought. If a household member was not required to file federal and state income tax returns for the most recently completed calendar year, a fully and properly completed Michigan Department of Treasury form 4988, "Poverty Exemption Affidavit" must be filed for that household member.
- C. The City will apply an asset test to determine income eligibility for this exemption.
1. The applicant must file a sworn statement that the fair market value of the combined assets of all persons residing in the residence for which the exemption is sought do not exceed the following guidelines.
  2. If requested, the applicant must provide a list of the assets each person residing in the subject property.
  3. The asset limits for eligibility are:
    - a. \$2,535 for the claimant, adjusted annually in accordance with cost of living adjustments based on the Inflation Rate Multiplier annually calculated by the Michigan State Tax Commission, and
    - b. \$6,084 for the household seeking exemption, adjusted annually in accordance with the cost of living adjustments based on the Inflation Rate Multiplier annually calculated by the Michigan State Tax Commission.
  4. The following asset values are included in personal assets for purpose of the asset test:

- a. A second home, land, vehicles
  - b. Recreational vehicles such as campers, motor-homes, boats and ATV's
  - c. Buildings other than the residence
  - d. Jewelry, antiques, artworks
  - e. Equipment, other personal property of value
  - f. Bank accounts over \$2,500 (to be annually adjusted in accordance with cost of living adjustments based on the Inflation Rate Multiplier annually calculated by the Michigan State Tax Commission), stocks
  - g. Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property)
  - h. Withdrawals of bank deposits and borrowed money
  - i. Gifts, loans, lump-sum inheritances and one-time insurance payments
  - j. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms
5. The value of the following are not included in the asset test.
- a. The value of the principal residence
  - b. The cash value of one car or other vehicle
  - c. Non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches

D. If requested by the City Assessor or Board of Review, the applicant must produce a valid driver's license or other form of photo identification to verify identity.

3. Application Consideration and Exemption Effects.

A. The application and all required and requested information must be filed after January 1 of the calendar year for which the exemption is sought and before the final meeting of the December Board of Review in that same year.

B. After all the required and requested information and documentation has been provided, the City Assessor and Board of Review will consider the application for the poverty exemption by determining whether the applicant meets all the eligibility criteria. If the applicant meets all the eligibility criteria, the exemption will be granted.

C. The assessment roll will be modified, and the exemption applied in the manner provided by the Michigan State Tax Commission and Michigan Department of Treasury.

D. A person who files an application for a poverty exemption under this policy is not prohibited from also appealing to the March Board of Review in that same year the assessed and/or taxable value on the property for which the poverty exemption application was filed.

4. Extended Exemptions.

A. An exemption under this policy for tax years 2019 or 2020, or both, may remain in effect for tax years 2021, 2022, and 2023 without subsequent reapplication for the exemption, if the applicant annually files a fully and properly completed Michigan Department of Treasury form 5739, "Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty" and there is no reason to believe the applicant no longer meets the eligibility requirements.

B. An exemption granted under this policy for the first time in tax year 2021, 2022, or 2023 may remain in effect for up to 3 additional years after its initial year of exempt status without subsequent reapplication for the exemption, if the applicant annually files a fully and properly completed Michigan Department of Treasury form 5739, "Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty" and there is no reason to believe the applicant no longer meets the eligibility requirements.

5. Later Determination of Ineligibility.

A. Persons no longer eligible to receive an extended exemption are subject to the exemption rescission requirements in MCL 211.7u(6).

B. The City Assessor shall develop an audit program per MCL 211.7u(9).

C. If property is determined to be ineligible for an extended exemption as a result of an audit performed by the City Assessor, the person who filed for the exemption is subject to repayment of additional taxes and interest to be paid as provided in MCL 211.7u(6).

2. All resolutions and parts of resolutions are, to the extent of any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on December 19, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CHANGE THE FINANCIAL MANAGER FOR THE EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT AND ALL OTHER CURRENT GRANTS

WHEREAS:

1. On October 17, 2022, City Council adopted Resolution No. 27491 accepting the Edward Byrne Memorial Justice Assistance Grant funds and designated a financial manager for that grant.
2. The designated financial manager is no longer working for the City, so it is necessary to designate a different financial manager for that grant.
3. It is recommended the City Council change the financial manager to the Finance Director or designee because by doing so, the city avoids the need to adopt further resolutions designating a new financial manager as, from time to time, city personnel may change.
4. For the same reasons, it is also recommended that the City Council change the financial manager for all other currently active grants to the Finance Director or designee.

NOW, THEREFORE, BE IT RESOLVED:

1. The Finance Director or the Finance Director’s designee is designated as the financial manager responsible for equipment procurement and yearly status reports to be submitted to the Bureau of Justice Assistance for the Byrne Grant and for all other active grants to the City.
2. All resolutions and parts of resolutions conflicting with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on December 19, 2022.

Date signed: \_\_\_\_\_, 2022

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO GRANT A UTILITY EASEMENT TO  
THE INTERURBAN TRANSIT PARTNERSHIP

WHEREAS:

1. The Interurban Transit Partnership, aka The Rapid, has requested a Utility Easement to install fiber optic cable to serve their organization.
2. The proposed easement will be adjacent to Kent Trails and cross the Clean Water Plant's property.
3. The proposed easement will not impact current or anticipated future operations at the Clean Water Plant.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the granting of a utility easement at the Clean Water Plant.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Easement Form  
Location Map

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: December 12, 2022  
Subject: Grant of Easement at Clean Water Plant  
From: Jeffrey Oonk, Senior Civil Engineer  
Meeting Date: December 19, 2022

---

### **RECOMMENDATION:**

It is recommended the City Council grant an easement across Clean Water Plant's (CWP) property to the Interurban Transit Partnership (ITP), aka The Rapid.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Granting the utility easement supports ITP's mission to provide public transportation in the Grand Rapids Metro Area.

### **DISCUSSION:**

ITP approached the City of Wyoming in the fall of 2022 to request a utility easement along a portion of Kent Trails that crosses the CWP property. They propose to install fiber optic cable to support their operations. This area of the CWP property is not used for plant operations. It is unlikely that the easement area would ever be used for CWP operations in the future because it is also occupied by Kent Trails. Granting the easement at no cost supports ITP and has no significant impact on City of Wyoming operations.

### **BUDGET IMPACT:**

Granting the easement has no impact on budgets.

**UTILITY EASEMENT**

**Grantor**, the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509-0905, in exchange for the consideration of \$1.00, the receipt and sufficiency of which is acknowledged, quitclaims and conveys to **Grantee**, a public transit authority formed pursuant to 1986 PA 196 of 300 Ellsworth Ave SW, Grand Rapids, MI 49503-4005, a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, an underground telecommunications lines and related appurtenances such as access panels and switches. If any structures or other improvements will be above the surface of the ground, they are expressly described or depicted in Exhibit A. This easement is subject to the following:

1. Except for urgent or emergency situations, Grantee's entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor. If work is undertaken in the Easement Area, the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work.
2. Grantee's rights under this easement may be exercised by Grantee's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
3. This easement shall run with land as a perpetual easement. This easement shall be binding on Grantor and Grantor's successors, assigns and all owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, assigns and all other owners of the property upon with the Easement Area is located.
4. This easement may be modified only in writing with the approval of the Wyoming City Council.

**CITY OF WYOMING**

STATE OF MICHIGAN  
COUNTY OF KENT

Acknowledged before me in Kent County, Michigan, on December \_\_, 2022, by Kent Vanderwood, Mayor, and Kelli A. Vandenberg, City Clerk of the City of Wyoming, Michigan.

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in Kent County, Michigan  
My commission expires: \_\_\_\_\_

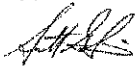
Drafted by:  
Scott G. Smith  
Wyoming City Attorney  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509-0905

Legal Description prepared by:  
Geotech, Inc.  
4900 Cascade Rd SE  
Grand Rapids, MI 49546

When recorded, return to:  
Kelli A. Vandenberg  
Wyoming City Clerk  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509-0905

**This document is exempt from state transfer tax under MCL 207.526(a) and 207.526(h)(i) and from county transfer tax under MCL 207.506(a) and 207.506(h)(i).**

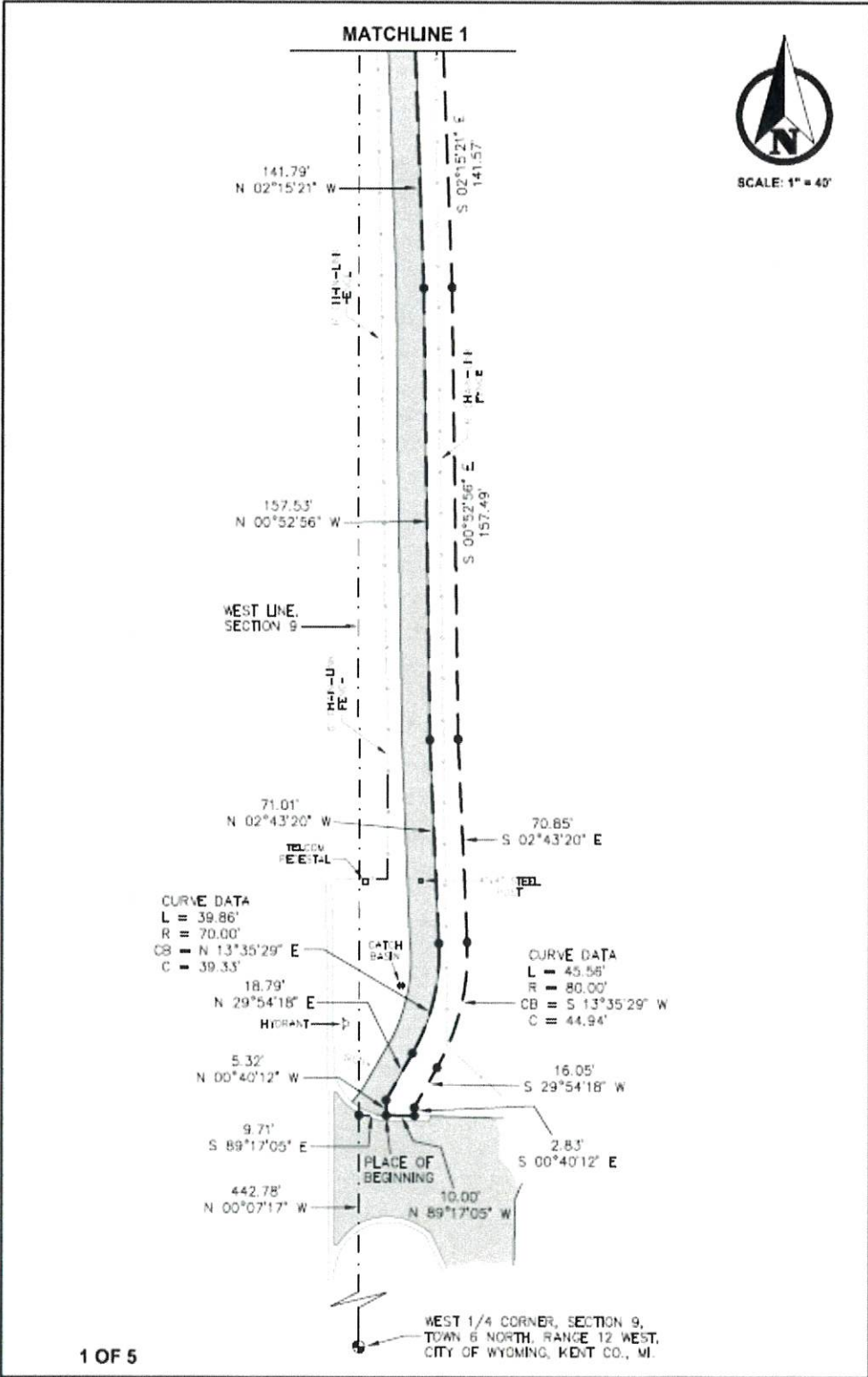
Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney


**EXHIBIT A**  
**EASEMENT AREA DEPICTION/DESCRIPTION**

(And location and depiction of any above ground facilities in easement area.)

An easement for fiber optics located in that part of the Northwest one-quarter of Section 9, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, said fiber optic easement being described as: **COMMENCING** at the West one-quarter corner of said Section 9; thence North 00°07'17" West 442.78 feet along the West line of said section; thence South 89°17'05" East 9.71 feet to the **PLACE OF BEGINNING**; thence North 00°40'12" West 5.32 feet; thence North 29°54'18" East 18.79 feet; thence Northerly 39.86 feet on a 70.00 foot radius curve to the left, the chord of which bears North 13°35'29" East 39.33 feet; thence North 02°43'20" West 71.01 feet; thence North 00°52'56" West 157.53 feet; thence North 02°15'21" West 141.79 feet; thence North 01°37'56" East 64.92 feet; thence North 00°51'23" West 335.02 feet; thence North 00°01'42" West 450.23 feet; thence North 06°17'31" East 45.68 feet; thence North 19°28'08" East 97.77 feet; thence North 07°11'00" East 50.50 feet; thence North 03°48'27" East 74.17 feet; thence South 89°38'37" East 10.02 feet; thence South 03°48'27" West 75.07 feet; thence South 07°11'00" West 51.87 feet; thence South 19°28'08" West 97.70 feet; thence South 06°17'31" West 43.97 feet; thence South 00°01'42" East 449.60 feet; thence South 00°51'23" East 335.16 feet; thence South 01°37'56" West 64.80 feet; thence South 02°15'21" East 141.57 feet; thence South 00°52'56" East 157.49 feet; thence South 02°43'20" East 70.85 feet; thence South 45.56 feet on an 80.00 foot radius curve to the right, the chord of which bears South 13°35'29" West 44.94 feet; thence South 29°54'18" West 16.05 feet; thence South 00°40'12" East 2.83 feet; thence North 89°17'05" West 10.00 feet to the place of beginning.

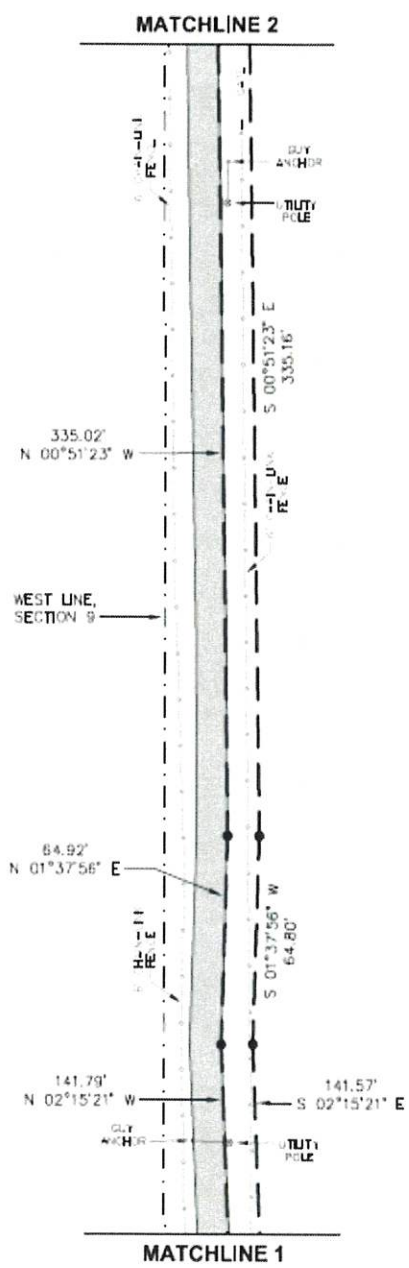


P:\223127-Wyoming\_CWP\_Easement\CAD\DWG\223127\_1\_11282022\_4-16 of P.dwg\_Cong\_Van Der Horst


<b>FIELD CREW / DATE:</b> SPH / 11-18-2022	<b>CHECKED BY:</b> SJS	<b>Prepared By:</b>  <b>Moore+Bruggink</b> Consulting Engineers 2020 Monroe Ave, Grand Rapids, MI 49505 (616) 363-8801 malbox@mbce.com
<b>DRAWN BY:</b> GHV	<b>CONTACT INFO:</b> sgtresh@mbce.com	
<b>DATE:</b> NOVEMBER 29, 2022	<b>PROJECT NO.:</b> 223127.1	

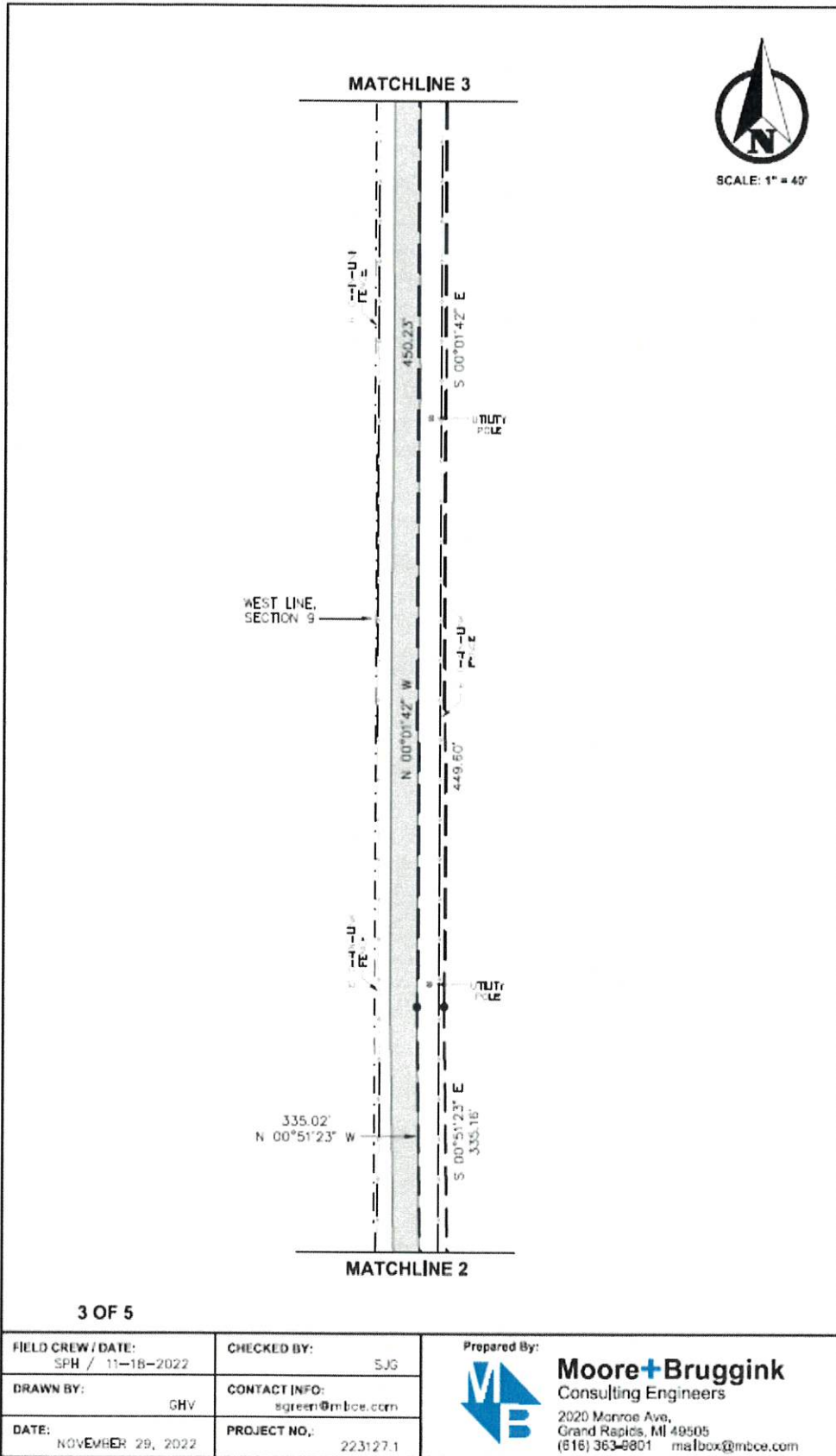


SCALE: 1" = 40'




2 OF 5

FIELD CREW / DATE: SPH / 11-18-2022	CHECKED BY: S.J.G.	Prepared By:  <b>Moore+Bruggink</b> Consulting Engineers 2020 Monroe Ave. Grand Rapids, MI 49505 (616) 363-6801 mailbox@mboe.com
DRAWN BY: GHV	CONTACT INFO: sgreen@mboe.com	
DATE: NOVEMBER 29, 2022	PROJECT NO.: 223127.1	



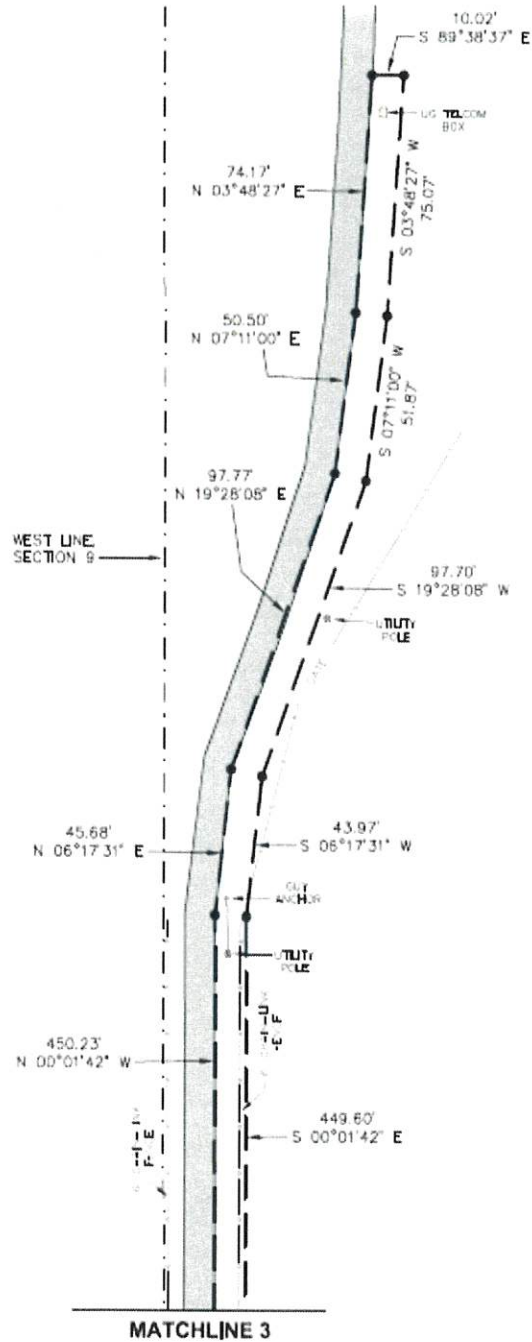
SCALE: 1" = 40'

3 OF 5


FIELD CREW / DATE: SPH / 11-18-2022	CHECKED BY: S.J.G.	Prepared By:  <b>Moore+Bruggink</b> Consulting Engineers 2020 Monroe Ave, Grand Rapids, MI 49505 (616) 363-8801 malbox@mbce.com
DRAWN BY: GHV	CONTACT INFO: sgreen@mbce.com	
DATE: NOVEMBER 29, 2022	PROJECT NO.: 223127.1	



SCALE: 1" = 40'




4 OF 5

FIELD CREW / DATE: SPH / 11-18-2022	CHECKED BY: SJS	Prepared By:  <b>Moore+Bruggink</b> Consulting Engineers 2020 Monroe Ave, Grand Rapids, MI 49505 (616) 363-8801 mailbox@mcbce.com
DRAWN BY: GHV	CONTACT INFO: sgleesh@mcbce.com	
DATE: NOVEMBER 29, 2022	PROJECT NO: 223127.1	

**EASEMENT DESCRIPTION**  
Fiber Optics

An easement for fiber optics located in that part of the Northwest one-quarter of Section 9, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan, said fiber optic easement being described as: **COMMENCING** at the West one-quarter corner of said Section 9; thence North 00°07'17" West 442.78 feet along the West line of said section; thence South 89°17'05" East 9.71 feet to the **PLACE OF BEGINNING**; thence North 00°40'12" West 5.32 feet; thence North 29°54'18" East 18.79 feet; thence Northerly 39.86 feet on a 70.00 foot radius curve to the left, the chord of which bears North 13°35'29" East 39.33 feet; thence North 02°43'20" West 71.01 feet; thence North 00°52'56" West 157.53 feet; thence North 02°15'21" West 141.79 feet; thence North 01°37'56" East 64.92 feet; thence North 00°51'23" West 335.02 feet; thence North 00°01'42" West 450.23 feet; thence North 06°17'31" East 45.68 feet; thence North 19°28'08" East 97.77 feet; thence North 07°11'00" East 50.50 feet; thence North 03°48'27" East 74.17 feet; thence South 89°38'37" East 10.02 feet; thence South 03°48'27" West 75.07 feet; thence South 07°11'00" West 51.87 feet; thence South 19°28'08" West 97.70 feet; thence South 06°17'31" West 43.97 feet; thence South 00°01'42" East 449.60 feet; thence South 00°51'23" East 335.16 feet; thence South 01°37'56" West 64.80 feet; thence South 02°15'21" East 141.57 feet; thence South 00°52'56" East 157.49 feet; thence South 02°43'20" East 70.85 feet; thence South 45.56 feet on an 80.00 foot radius curve to the right, the chord of which bears South 13°35'29" West 44.94 feet; thence South 29°54'18" West 16.05 feet; thence South 00°40'12" East 2.83 feet; thence North 89°17'05" West 10.00 feet to the place of beginning.

5 OF 5

<b>FIELD CREW / DATE:</b> SPH / 11-18-2022	<b>CHECKED BY:</b> S.J.G.	<b>Prepared By:</b>  <b>Moore+Bruggink</b> Consulting Engineers 2020 Monroe Ave, Grand Rapids, MI 49505 (616) 363-8801 malbox@mbce.com
<b>DRAWN BY:</b> GHV	<b>CONTACT INFO:</b> sgleeh@mbce.com	
<b>DATE:</b> NOVEMBER 29, 2022	<b>PROJECT NO.:</b> 223127.1	

 **Location Map**



RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT BETWEEN  
THE CITY OF WYOMING AND THE WYOMING CITY EMPLOYEES UNION  
AND TO AMEND THE CLASSIFICATION AND SALARY SCHEDULE

WHEREAS:

1. The Wyoming City Council has approved the Employment Contract and Classification and Salary Schedule between the City of Wyoming and the Wyoming City Employees Union.
2. The City Manager recommends City Council amend the Employment Contract and the Classification and Salary Schedule for the Wyoming City Employees Union to change the classifications of Fleet Services Apprentice, Fleet Services Utility Technician, Fleet Services Senior Technician, Fleet Services Master Technician, Utility Plant Operator I, and Utility Plant Operator II as shown on the attached Memoranda of Understanding.

NOW, THEREFORE, BE IT RESOLVED:

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

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2022.

ATTACHMENTS:  
Memorandum  
Memoranda of Understanding (2)

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

MEMORANDUM

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To: Curtis Holt, City Manager  
John McCarter, Deputy City Manager

Cc: Kim Oostindie, Director of Human Resources  
Aaron Vis, Deputy Director of Public Works

From: Myron Erickson, Director of Public Works  
Emily Vande Griend, Senior Human Resource Specialist

Re: Fleet Services and Utility Plant Operator Wages

---

Working together, the Public Works and Human Resources Departments reviewed the wages of the fleet services and utility plant operator positions. Position vacancies have been difficult to fill, and we are aware that the labor market continues to change. This is particularly true for positions that require specialized licenses and certifications to perform their work. In forming our recommendations, we used data from the Michigan Municipal League, The Employer’s Association, recent job postings from the private sector, and data from contacts we have in other municipalities throughout West Michigan.

The fleet services area has four classifications in the general union, and based upon our review of these wages, we are recommending the following changes:

	<b>Current</b> Pay Grade and Hourly Wage Range	<b>Recommended</b> Pay Grade and Hourly Wage Range
Fleet Services Apprentice	G21 – \$18.58 - \$22.69	G25 – \$19.33 - \$23.73
Fleet Services Utility Technician	G29 – \$20.04 - \$24.71	G37 – \$21.70 - \$26.97
Fleet Services Senior Technician	G41 – \$22.69 - \$28.08	G49 – \$24.71 - \$30.53
Fleet Services Master Technician	G49 – \$24.71 - \$30.53	G59 – \$27.59 - \$33.76

The utility plant operator positions have two classifications, and based upon our review of those wages, we are recommending the following changes:

	<b>Current</b> Pay Grade and Hourly Wage Range	<b>Recommended</b> Pay Grade and Hourly Wage Range
Utility Plant Operator I	G45 – \$23.73 - \$29.28	G51 – \$25.27 - \$31.26
Utility Plant Operator II	G59 – \$27.59 - \$33.76	G61 – \$28.08 - \$34.44

In our discussions with the Public Works Department, they have confirmed that they have sufficient funding within their budgets to support these increases, which Finance estimates will be approximately \$4,500 for the motor pool fund, \$5,300 for the water fund, and \$3,000 for the sewer fund through June 30, 2023. We recommend these changes take effect January 16, 2023.

MEMORANDUM OF UNDERSTANDING

RE: Utility Plant Operators

Effective January 2, 2023, the City of Wyoming ("City") and the Wyoming City Employees Union agree as follows:

1. The position of Utility Plant Operator I is placed at the G51 range of the Classification and Salary Schedule in effect for bargaining unit employees.
2. The position of Utility Plant Operator II is placed at the G61 range of the Classification and Salary Schedule in effect for bargaining unit employees.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: \_\_\_\_\_

Its: City Manager

By: Aaron Crow

Its: President

Date: \_\_\_\_\_

Date: 12-13-22

MEMORANDUM OF UNDERSTANDING

RE: Fleet Services Technicians

Effective January 2, 2023, the City of Wyoming ("City") and the Wyoming City Employees Union agree as follows:

1. The position of Fleet Services Apprentice is placed at the G25 range of the Classification and Salary Schedule in effect for bargaining unit employees.
2. The position of Fleet Services Utility Technician is placed at the G37 range of the Classification and Salary Schedule in effect for bargaining unit employees.
3. The position of Fleet Services Senior Technician is placed at the G49 range of the Classification and Salary Schedule in effect for bargaining unit employees.
4. The position of Fleet Services Master Technician is placed at the G59 range of the Classification and Salary Schedule in effect for bargaining unit employees.

CITY OF WYOMING

WYOMING CITY EMPLOYEES UNION

By: \_\_\_\_\_  
Its: City Manager

By: Alawn Crow  
Its: President

Date: \_\_\_\_\_

Date: 12-13-22



**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ regular \_\_\_\_\_ meeting of the \_\_\_\_\_ Wyoming City Council \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
called to order by \_\_\_\_\_ Mayor Kent Vanderwood \_\_\_\_\_ on \_\_\_\_\_ December 19, 2022 \_\_\_\_\_ at \_\_\_\_\_ 7:00 p.m. \_\_\_\_\_  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from \_\_\_\_\_ Rio Steakhouse, LLC \_\_\_\_\_  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): \_\_\_\_\_ Class C \_\_\_\_\_  
(list specific licenses requested)

to be located at: \_\_\_\_\_ 69 28th St SW, Wyoming, MI 49548 \_\_\_\_\_

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_ NA \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ recommends \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_ Wyoming City \_\_\_\_\_  
council/board at a \_\_\_\_\_ regular \_\_\_\_\_ meeting held on \_\_\_\_\_ December 19, 2022 \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

\_\_\_\_\_ Kelli A. Vandenberg \_\_\_\_\_ December 19, 2022  
Print Name of Clerk Signature of Clerk Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Fax to: 517-763-0059

## STAFF REPORT

Date: December 12, 2022

Subject: Class C Liquor License Application  
Rio Steakhouse, LLC, 69 28<sup>th</sup> St SW

From: Evan Remer

Council Meeting Date: Monday, December 19, 2022

---

Rio Steakhouse, LLC has applied for a new Class C liquor license for a new business to be located at 69 28<sup>th</sup> St SW. Owner/Operator Andy Rosario is the current owner of Maya Mexican Grill & Bar, a Wyoming restaurant which holds a Class C Liquor License.

A review of the application was requested from the Police Department, City Treasurer, Chief Building Official and the City's Development Review Team. All entities have reviewed the application and are recommending approval.

I have drafted a resolution to approve the application in the required Liquor Control Commission format for City Council's consideration.

Attachments: Departmental Reviews

# LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): RIO STEAKHOUSE, LLC	PROPOSED LICENSE LOCATION: 69 28 <sup>TH</sup> STREET SW, WYOMING, MI 49548
LICENSE TYPE: CLASS C	

## CITY TREASURER

I have reviewed the financial records of the City of Wyoming as provided in Section 14-5 of the City Code and find the application(s) are in good standing with the City.

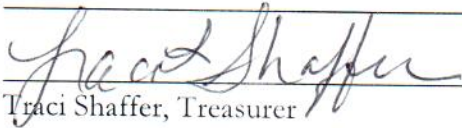
Yes       No

The applicant(s) have the following outstanding obligations with the City of Wyoming (list)

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Traci Shaffer, Treasurer

Date: 7-13-2022

## LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): RIO STEAKHOUSE, LLC	PROPOSED LICENSE LOCATION: 69 28 <sup>TH</sup> STREET SW, WYOMING, MI 49548
LICENSE TYPE: CLASS C	

### DEVELOPMENT REVIEW TEAM

The Development Review Team has reviewed the application for the proposed liquor license and recommends:

- approval  
 denial

of the license application by the City Council.

Comments: NONE

(Explain recommendation for denial)

Wul Ha  
Development Review Team

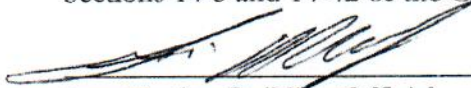
Date: 8/9/22

## LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): RIO STEAKHOUSE, LLC	PROPOSED LICENSE LOCATION: 69 28 <sup>TH</sup> STREET SW, WYOMING, MI 49548
LICENSE TYPE: CLASS C	

### BUILDING INSPECTOR

I have inspected the location of the proposed liquor license or reviewed plans for the proposed location and have determined that the location IS  IS NOT  in compliance with Sections 14-5 and 14-42 of the City Code.

  
\_\_\_\_\_  
Lew Manley, Building Official

Date: 11-9-22

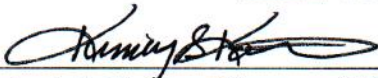
## LIQUOR LICENSE APPLICATION - DEPARTMENT REVIEW

APPLICANT(S): RIO STEAKHOUSE, LLC	PROPOSED LICENSE LOCATION: 69 28 <sup>TH</sup> STREET SW, WYOMING, MI 49548
LICENSE TYPE: CLASS C	

### PUBLIC SAFETY

I have investigated the application and the applicant(s) listed above and make the following recommendation as provided in Section 14-5 and 14-42 of the City Code.

1. Is the applicant qualified to conduct this business in the City of Wyoming if licensed?  
 Yes     No
2. Is the proposed location satisfactory for this business?  
 Yes     No
3. Should this request be considered for approval by the City Council?  
 Yes     No



Kimberly S. Koster, Director of Public Safety

Date: December 8, 2022

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE PRINTING AND RELATED SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the use of Extend Your Reach, Franklin Press, Inc., Gilson Graphics, Kent Communications, Inc. (KCI), The Derk Pieter Corporation (dba Sir Speedy Printing), and Wolverine Print Solutions for miscellaneous printing and related services through December 31, 2024.
2. It is estimated the City will spend approximately \$40,000.00 for printing and related services in 2023.
3. Funds are budgeted in various departmental accounts with the appropriate account being charged at the time of service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the use of printing and related services from Extend Your Reach, Franklin Press, Inc., Gilson Graphics, KCI, Sir Speedy Printing, and Wolverine Print Solutions.

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:

Staff Report

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: December 12, 2022

Subject: Printing and Related Services

From: Laura Jackson, Purchasing Department

Meeting Date: December 19, 2022

---

### **RECOMMENDATION:**

It is recommended City Council authorize the use of Extend Your Reach, Franklin Press, Inc., Gilson Graphics, Kent Communications, Inc. (KCI), The Derk Pieter Corporation (dba Sir Speedy Printing), and Wolverine Print Solutions for miscellaneous printing and related services.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

With the purpose of serving the community to the highest standards while being as fiscally responsible as possible, the City uses electronic forms of communication (website, forms, emails, etc.) when possible to communicate internally and externally reducing the use of paper, toner and fossil fuels for printing.

There are many instances where printing services are necessary, advantageous, and appropriate. Requests for proposals for some of the larger, individual department printing needs are sent out and awarded for projects such as the Wyoming Record, tax and utility bills, and parks and recreation brochures. For other projects that come up on an as needed basis such as restocking envelope and business card supplies, and printing various forms and letterhead, having multiple vendors available to provide these services is recommended.

With supply chain issues and the cost of supplies, we have encountered delays and are seeing pricing fluctuations. By allowing multiple vendors to be used for printing services, this will allow departments to obtain quotes at the time of service from multiple vendors, with the work going to the vendor who can meet the timeline and who has the most economical pricing at the time of request.

### **DISCUSSION:**

As noted above, printing various forms of communications is necessary and important to meet the individual needs of each department. Additional examples of some printed materials include, but are not limited to, brochures, posters, business forms, and promotional items with the City logo.

Extend Your Reach, Franklin Press, Inc., Gilson Graphics, KCI, Sir Speedy Printing, and Wolverine Print Solutions have completed printing and related services projects for the City and meet the level of quality the City expects based on previous experience with them. Extend Your Reach and KCI also have the ability to print, presort and mail a project from start to finish at one location. This service can be used by departments that need to send out large mailings as both companies have the ability to print, insert, sort by ZIP code (presort), and mail the special mailing.

**BUDGET IMPACT:**

Funds for the miscellaneous printing needs are budgeted in various departmental accounts and will be charged at the time of purchase. It is estimated the City will spend approximately \$40,000.00 for miscellaneous printing and related services for the 2023 calendar year.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM TETRA TECH FOR THE  
REPLACEMENT OF REMOTE SITE LOGIC CONTROLLERS AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Tetra Tech for the replacement of remote site programmable logic controllers located at the Hook elevated tank, Gezon elevated tank, Gezon valve station, and 44<sup>th</sup> Street metering station in the total estimated amount of \$129,000.00.
2. Funds are available in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Tetra Tech in the total estimated amount of \$129,000.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2022.

ATTACHMENTS:  
Staff Report  
Contract/Proposal

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: December 8, 2022

Subject: Water Plant Remote Site Programmable Logic Controller Replacement

From: Robert Veneklasen, Water Treatment Plant Superintendent

Meeting Date: December 19, 2022

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### **RECOMMENDATION:**

It is recommended the City Council approve the proposal from Tetra Tech for replacement of the remote site programmable logic controllers at four sites in the water distribution system at a cost of \$129,000.00.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Remote operation of our water assets allows timely response and accurate operation, ensuring an adequate supply of water within the City's distribution system.

### **DISCUSSION:**

The ability to reliably send commands to and receive responses and data from our remote water distribution system sites depends on devices called programmable logic controllers (PLC's). We have been engaged in a project to replace outdated PLC's for the last several years, most recently replacing those at the Gezon and Burlingame pump stations. This is the final group of PLC's remaining to be replaced. These PLC's, located at Hook elevated tank, Gezon elevated tank, Gezon valve station, and the 44<sup>th</sup> Street metering station, are outdated and no longer supported by the manufacturer; resulting in an inability to reliably secure replacement parts and supplies.

The City has had an established relationship with Tetra Tech and Alpha-Tran Engineering for over ten-years. Alpha Tran is the programming arm of West Michigan Instrumentation. Both of these firms have a sound record of value engineering for the control systems at the water treatment plant using the Wonderware software platform.

### **BUDGET IMPACT:**

It is recommended the City Council approve the proposal from Tetra Tech and their subcontractor, Alpha-Tran, to perform the replacement of the programmable logic controllers at a cost of \$129,000.00. Adequate funds for this work are budgeted in the water plant capital account #591-591-57300-986.444.



**TETRA TECH**

December 1, 2022

*Transmitted Electronically*

Mr. Bob Veneklasen  
Superintendent  
Wyoming Water Treatment Plant  
16700 New Holland  
Holland, MI 49424

Re: City of Wyoming Michigan  
Water Treatment Plant – Remote Station PLC Upgrades  
Proposal for Engineering & Programming Services

Dear Mr. Veneklasen:

Tetra Tech (Tt) is pleased to submit this proposal for Engineering, programming and subcontracted installation services to implement PLC upgrades at four City of Wyoming remote stations, Hook Elevated Tank (HK-1), Gezon Elevated Tank (GZ-1), Gezon Valve Station (GZ-6) and 44<sup>th</sup> Street Meter station (WY-1).

Under this contract Tetra Tech (ENGINEER) will provide engineering design drawings as needed to update the existing programmable logic equipment at each of the four stations, subcontract equipment procurement and installation services, provide programming conversion services, provide on/offsite equipment and software commissioning at each remote site as well as provide programming updates at the WTP to integrate the new equipment into the existing Wonderware System Platform system.

Tetra Tech will contract with West Michigan Instrumentation (WMI) who will procure and install the required new hardware plus update existing as-built drawings for each station (see attached quote).

The stated scope of work and fees indicated below assumes the existing SLC 500 controller and related Input/Output cards will be replaced with a new Rockwell CompactLogix L33ER and related I/O and the existing PanelView at the GZ-6 location will be replaced with a new Rockwell PanelView Plus series 7 unit.

## **BACKGROUND**

The City of Wyoming operates and maintains four remote stations the City desires to upgrade from older Allen-Bradley SLC style controllers and related input/output cards, racks and power supplies with new Rockwell CompactLogix L3x style equipment.

A summary of concerns related to the existing stations is as follows:



- Overall age the existing Allen-Bradley SLC style controllers and related equipment.
- Availability of Allen-Bradley SLC style equipment due to obsolescence.
- Compatibility with newer generation Rockwell PLC equipment and Wonderware System Platform software.

### **SCOPE OF SERVICES**

The following objectives will be accomplished under this effort:

- Develop a complete bill-of-material for the new Rockwell components at each of the four remote sites.
- Tetra Tech will contract with WMI to procure and install the new components at each site.
  - WMI will also develop updated as-built drawings for each site.
- Convert each of the existing four SLC 505 programs to CompactLogix.
- Convert the existing GZ-6 PanelView to the newer PanelView Plus series.
- Modify the existing Wyoming WTP System Platform application.
  - Update tagname database for HMI and Historian to allow communication to new controllers.
  - Update input/output (I/O) driver to allow communication to new CompactLogix controllers.
- Provide onsite startup assistance as follows:
  - Two days (16-hours) onsite at each of the four sites for official startup by our experienced system programmers.
- Provide one half-day (4-hours) of onsite follow-up as-needed service to address punch list items.
- Subcontract hardware procurement, system installation and as-built updates from WMI.

### **ITEMS NOT INCLUDED IN SCOPE OF WORK**

- Software licenses, radio equipment, dialers, or computer hardware of any type.
- Network configuration, hardware, testing or optimization of any type.

### **SCHEDULE**

We will start work within 7 days of notification to proceed. Ordering of Rockwell equipment will be executed by WMI as soon as possible to mitigate delay. Our efforts will be coordinated with the installation of new equipment. We assume the total length of this contract to not exceed June 30, 2024.

### **COMPENSATION**

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

Design, Programming & Startup	\$74,000
Subcontracted Services	\$55,000



**TOTAL** **\$129,000**

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. A return envelope is enclosed for your convenience. Our Standard Terms and Conditions are attached and considered a part of this proposal.

**CONCLUSION**

We look forward to working with you on this important project. If you need additional information, please call me at (734) 417-4430.

Sincerely,

A handwritten signature in blue ink that reads 'Mick S. Jones'.

Mick S. Jones, P.E.  
Senior Project Manager

Encl.: Standard Terms and Conditions

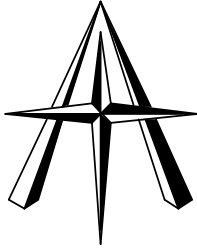
**PROPOSAL ACCEPTED BY** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

*Water Treatment Plant – Remote Site PLC Upgrades*

Approved as to form:

A handwritten signature in blue ink that reads 'Scott G. Smith' over a horizontal line.  
Scott G. Smith, City Attorney



# **ALPHA-TRAN ENGINEERING CO.**

12575 CLEVELAND ST. - NUNICA, MI 49448-9617 - PH. (616) 837-7341 - FAX (616) 837-8956

September 22, 2022

**Re: City of Wyoming Water System Upgrades**

WY-1 44<sup>th</sup> Street Valve Station  
HK-1 Hook Elevated Tank  
GZ-1 Gezon Elevated Tank  
GZ-6 Gezon Valve Station

Mr. Jones:

We are pleased to offer our proposal for the furnishing of equipment described in the above referenced project.

**Taxes:** Excluding all applicable sales or use taxes, fees and licenses.

**Terms of Payment:** 90% upon delivery, net 30 days, 10% after start-up and acceptance.

**Freight:** This proposal is quoted F.O.B. shipping point with full freight allowed.

**Delivery:** Estimated delivery after receipt of order is eight (8) weeks after receipt of components and after drawing approval.

**Validity of Proposal:** All prices herein are valid through May 31, 2023.

**Supplier:** Alpha-Tran Engineering Company

**Major Equipment Supplier:** As per Specification

**System Responsibility Assumed By:** Alpha-Tran Engineering Company

**Warranty Responsibility Assumed By:** Equipment Manufacturer

**Maintenance Service Personnel Employed By:** West Michigan Instrumentation Systems, Inc.

**Field Service:** The services of a trained service engineer will be provided for technical installation advice, inspect equipment installation, supervise initial equipment start-up, and make necessary adjustments to insure operator/owner personnel in the care and operation of the equipment being proposed. This proposal includes start-up supervision, instructional and installation supervision, **as required per spec.**

**Exceptions:** This proposal specifically does not include the following:

1. Any installation of equipment not specified in the project specifications.
2. Any electrical wiring of material pertaining thereto.
3. Any interconnecting piping, fittings, valves, sleeves or any other plumbing fixtures. Any pneumatic or hydraulic piping external to the proposed equipment unless specifically listed in the Bill of Materials.
4. Programming to be done by Tetra-Tech.

## **SCOPE/BILL OF MATERIAL**

### **WY-1 44<sup>th</sup> Street Valve Station Control Panel Upgrade**

1769-L33ER CompactLogix Processor provided.

1769-IA8I: 8 Point Isolated Input AC Card provided

1769-IF8: 8 Point Analog Input Card provided

1769-OF4: 4 Point Analog Output Card provided.

1769-PA2: Power Supply provided

1769-ECR: End Cap provided

Installation of various IO cards to replace existing in a "Like for Like" manner re-using wires where possible and practical.

Drawings updated/redone as necessary based on new hardware.

Onsite wiring changeover and IO validation.

Modifications as necessary.

**COORDINATION WITH OWNER AND PROGRAMMER AS NECESSARY TO ACHIEVE FUNCTIONAL INTENT.**

Re: **City of Wyoming Water System Upgrades**

WY-1 44<sup>th</sup> Street Valve Station

HK-1 Hook Elevated Tank

GZ-1 Gezon Elevated Tank

GZ-6 Gezon Valve Station

**HK-1 Hook Elevated Tank Control Panel Upgrade**

1769-L33ER CompactLogix Processor provided.

1769-IA8I: 8 Point Isolated Input AC Card provided

1769-IF8: 8 Point Analog Input Card provided

1769-PA2: Power Supply provided

1769-ECR: End Cap provided

Installation of various IO cards to replace existing in a "Like for Like" manner re-using wires where possible and practical.

Drawings updated/redone as necessary based on new hardware.

Onsite wiring changeover and IO validation.

Modifications as necessary.

**COORDINATION WITH OWNER AND PROGRAMMER AS NECESSARY TO ACHIEVE FUNCTIONAL INTENT.**

**GZ-1 Gezon Elevated Tank Control Panel Upgrade**

1769-L33ER CompactLogix Processor provided.

1769-IA8I: 8 Point Isolated Input AC Card provided

1769-IF8: 8 Point Analog Input Card provided

1769-PA2: Power Supply provided

1769-ECR: End Cap provided

Installation of various IO cards to replace existing in a "Like for Like" manner re-using wires where possible and practical.

Drawings updated/redone as necessary based on new hardware.

Onsite wiring changeover and IO validation.

Modifications as necessary.

**COORDINATION WITH OWNER AND PROGRAMMER AS NECESSARY TO ACHIEVE FUNCTIONAL INTENT.**

**GZ-6 Gezon Valve Station Control Panel Upgrade**

1769-L33ER CompactLogix Processor provided.

1769-IA8I: 8 Point Isolated Input AC Card provided

1769-IF8: 8 Point Analog Input Card provided

1769-OW8I: 8 Point Isolated Relay Output Card provided.

1769-PA2: Power Supply provided

1769-ECR: End Cap provided

2711P-T12W22D9P: 12" Wide Screen PanelView Plus 7 OIT DC Powered OIT provided with necessary power supply and wiring modifications.

2711P-RAAT12: Adapter plate for new OIT to replace existing OIT. Modifications to panel as necessary.

Installation of various IO cards to replace existing in a "Like for Like" manner re-using wires where possible and practical.

Drawings updated/redone as necessary based on new hardware.

Onsite wiring changeover and IO validation.

Modifications as necessary.

**COORDINATION WITH OWNER AND PROGRAMMER AS NECESSARY TO ACHIEVE FUNCTIONAL INTENT.**

September 22, 2022

Page 3 of 3

Re: **City of Wyoming Water System Upgrades**

- WY-1 44<sup>th</sup> Street Valve Station
- HK-1 Hook Elevated Tank
- GZ-1 Gezon Elevated Tank
- GZ-6 Gezon Valve Station

**Spare Parts**

- 1769-L33ER CompactLogix Processor.
- 1769-IA8I: 8 Point Isolated Input AC Card
- 1769-IF8: 8 Point Analog Input Card
- 1769-OF4: 4 Point Analog Output Card.
- 1769-OW8I: 8 Point Isolated Relay Output Card.
- 1769-PA2: Power Supply
- 1769-ECR: End Cap

WY-1 44 <sup>th</sup> STREET VALVE CONTROL PANEL UPGRADE & INSTALLATION	\$	7,683.00
HK-1 ELEVATED TANK UPGRADE & INSTALLATION	\$	6,555.00
GZ-1 ELEVATED TANK UPGRADE & INSTALLATION	\$	6,555.00
GZ-6 VALVE CONTROL PANLE UPGRADE & INSTALLATION	\$	15,573.00
SPARE PARTS	\$	6,851.00
<b>GRAND TOTAL, SALES TAX NOT INCLUDED</b>	<b>\$</b>	<b>43,217.00</b>
SALES TAX (ADD IF NECESSARY)	\$	2,593.02
<b>GRAND TOTAL WITH SALES TAX</b>	<b>\$</b>	<b>45,810.02</b>

**PRICE VALID FOR ITMES QUOTED UNTIL 5/31/2023.**

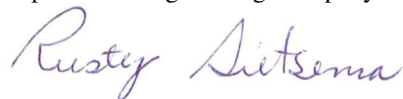
***\*\*Lead Time on PLC Components has become very challenging. Some CompactLogix components are several months to almost a year out for scheduled delivery. These schedules are fluid and subject to change without notice. We will strive to acquire the necessary components in a timely fashion.***

***\*\*It is assumed individual visits will occur for each location and that only one (1) visit will be necessary for each location.***

If you would like more information or if sections are missing, please feel free to contact me.

Sincerely,

Alpha-Tran Engineering Company



Rusty Sietsema, Sales Engineer

RWS:rs



# Tetra Tech of Michigan, PC

## Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FOR PRESORT MAILING SERVICES AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Kent Communications, Inc. to provide presort mailing services.
2. It is estimated the City will spend approximately \$12,000.00 for presort mailing services in the 2023 calendar year.
3. Funds are budgeted in various City departmental accounts with the appropriate account being charged at the time of service.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Kent Communications, Inc.
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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Proposal

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: December 12, 2022  
Subject: Presort Mailing Services  
From: Laura Jackson, Secretary II  
Meeting Date: December 5, 2022

---

### **RECOMMENDATION:**

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

### **COMMUNITY, SAFETY, STEWARDSHIP:**

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

Using a presort services provider has reduced the cost of mailing as the mail is posted at a discounted rate allowing a 3.9 cents savings per parcel.

### **DISCUSSION:**

Proposals were requested from the City's current presort and related services providers, KCI and Extend Your Reach. These two companies are historically the only companies who have provided proposals for presort mailing services in the past. The request for proposal included services related to daily pick up of outgoing mail, weighing, metering, presorting and delivery to the post office within 24 hours from pick up.

KCI, the City's current presort provider, provided the lone proposal. KCI will pick up the mail from City Hall daily and will sort and barcode to achieve the lowest possible postage rates. Letters are delivered pre-sorted to the Post Office the same evening they are picked up from City Hall. KCI will meter flats at a discounted rate, process and mail flats the next day and will also provide full service for parcels, media mail, foreign, and certified mail.

### **BUDGET IMPACT:**

Funds for the presort mailing services are available in various departmental accounts and will be charged to the appropriate account at the time of service. It is estimated the annual expenditure will total approximately \$12,000.00.

Attachment:  
Contract/Proposal

CITY OF  
**Wyoming**  
MICHIGAN

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

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

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

Contractor means: Kent Communications, Inc.  
(Name of contracting entity)

A 3901 East Paris Ave SE  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
Grand Rapids, MI 49512  
(Contractor's street address)  
(Contractor's city, state & zip)

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

Effective Date means: 2022.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided 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: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**Company**

By: \_\_\_\_\_  
(Signature of officer, director or principal of Contractor)  
Katelin Kuhl VP of Operations  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 12/2, 2022

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. Applicability. These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. Legal Compliance. Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. Permits and Inspections. Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. Grant Compliance. Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. Qualifications. Contractor represents and promises that:
  - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
  - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
  - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
  - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.
8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the

project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto: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:

<b>COMMERCIAL GENERAL LIABILITY</b>
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person      \$2,000,000 per occurrence

<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
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).
<b>ADDITIONAL INSUREDS</b>
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



**Daily Automation Full Service – Description of Services and Pricing 11/17/2022**

**Full Service:** KCI will post all of City of Wyoming letter mail at the Presort First Class rate. This rate is .526 – 1oz, .526 – 2oz, .526 – 3oz., .526 – 3.5oz KCI will collect the mail daily and sort it on our United States Postal Service (USPS) certified sorting machine, which is the same type of machine the USPS uses to barcode mail. Letters from all of our customers are barcoded and comingled creating a large multi- weight and multi-rate mailing so that we might achieve the lowest possible postage rates. KCI receives a rebate from the USPS for mail which is mailed at a lower rate than the rate metered on the mail piece. Mail must meet stringent USPS requirements and is verified by a sampling procedure by KCI’s on-site USPS employee. Your letters are delivered pre-sorted to the Grand Rapids Post Office the same evening it is picked up.

Metering Fee \$0.035/ea.

**Full Service Flats:** KCI mail production crew will meter flats at a discounted rate. KCI will process and mail flats the NEXT DAY.

Metering .00/ea

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

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

Metering Fee \$0.06/ea.

**Monthly Mail Courier:** Fee \$95.00

**Limitations:**

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

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

**Charges and rates:** See above. Service requires a postage deposit to be held at KCI.

Katelyn Kuhl  
Katelyn Kuhl, VP of Operations, Kent Communications, Inc.

\_\_\_\_\_  
Name and Title City of Wyoming

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM FERGUSON WATERWORKS  
FOR WATER METERS, STRAINERS, AND METER EQUIPMENT AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Ferguson Waterworks for water meters, strainers and meter equipment for the 2023 calendar year.
2. It is estimated the City will spend approximately \$440,000 in 2023 for water meter replacements.
3. Funds are available in the water fund, transmission and distribution, meters account number 591-591-56500-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Ferguson Waterworks for water meters, strainers, and meter equipment for the 2023 calendar year.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2022.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract/Quote

## STAFF REPORT

Date: December 8, 2022

Subject: Water Meters, Strainers and Meter Equipment

From: Jay VanDyke, Assistant Director of Public Works - Maintenance

Date of Meeting: December 19, 2022

---

### **RECOMMENDATION:**

It is recommended that the City Council accept a quotation for water meters, strainers and meter equipment from Ferguson Waterworks for the 2023 calendar year.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Water meters are used for billing both water and sewer use for all customers in the City. The City utilizes two meter manufacturers, Sensus and Neptune, in order to match the best meter with the most appropriate application and thereby ensuring fair and equitable water and sewer billing. Water meters are replaced based on age and condition throughout the community, and all meet the definition of “lead free” as defined within the Safe Drinking Water Act.

### **DISCUSSION:**

Neptune water meters are provided by Ferguson Waterworks as the sole source distributor for Neptune water meters in the State. These water meters are primarily used in residential applications.

The attached meter pricing is approximately a 10% increase from the prior calendar year.

It is estimated that the City will spend approximately \$440,000 this coming calendar year on water meter replacements. These replacements will occur in conjunction with the AMI project and are AMI compatible.

### **BUDGET IMPACT:**

Sufficient funds are available in the water fund, transmission and distribution, meters account number 591-591-56500-775.000.

### **ATTACHMENT:**

Ferguson Waterworks Contract

CITY OF  
**Wyoming**  
MICHIGAN

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

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

"City" means the City of Wyoming, a Michigan municipal corporation of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509.

"Effective Date" means January 1, 2023.

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

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

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

"Supplier" means Ferguson Enterprises, LLC a Virginia limited liability company, d/b/a Ferguson Waterworks whose local address is 3900 44<sup>th</sup> St SE, Kentwood, MI 49512, whose corporate address is PO Box 2778, 12500 Jefferson Ave, Newport News, VA, 23602, and whose resident agent is Corporate Creations Network, Inc, 20175 Haggerty Rd, Novi, MI 48377.

TERMS AND CONDITIONS

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

1. Supplier will supply the Items as detailed in the Proposal.
2. City will pay the Supplier in accordance with the Proposal.
3. Supplier represents and warrants Supplier is complying with and will comply with the Standard Terms and Conditions.
4. This is the only agreement between the parties regarding the Purchase that is the subject of the Proposal and there are no other agreements, representations, or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both City and Supplier.

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

**City of Wyoming**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 2022

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**Ferguson Enterprises LLC d/b/a Ferguson Waterworks**

By: \_\_\_\_\_  
[Signature officer, director or principal of Supplier]  
Bradley Klein, Area Sales Manager  
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: December 8, 2022

**CITY PURCHASING STANDARD TERMS AND CONDITIONS**

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

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

3. Qualifications. Supplier represents and promises that:

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

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

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

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

A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.

C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not

discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B  
Proposal



*Meter & Automation Group*

Ferguson Enterprises

PO Box 2778

12500 Jefferson Ave, Newport News, Virginia  
23602, USA

December 7, 2022

City of Wyoming Public Works Department  
2660 Burlingame Ave SW  
Wyoming, MI 49509

Subject: Water Meter Pricing for 2023

To Whom It May Concern:

Ferguson Waterworks and Neptune Technology Group sincerely appreciates the opportunity to continue a long-term partnership with the City of Wyoming. In that spirit of partnership – and looking toward the long-term future of your metering system – we submit our formal response to the City of Wyoming’s request for Water Meter Pricing for the year 2023.

Ferguson Waterworks is a level one distributor of Neptune water metering products, and the sole source distributor for Neptune in the State of Michigan and eight other states across the country. Our Meter and Automation Michigan Headquarters is in Kentwood, MI and we pride ourselves on ensuring our customers receive their orders quickly and accurately.

We are excited for the opportunity to continue our partnership with the City of Wyoming, and we look forward to forging a long-term partnership as the City’s water meter provider. Please find attached herein our 2023 pricing. Should you have any questions, do not hesitate to contact us.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Bradley Klein', written over a white rectangular background.

Bradley Klein  
Business Development Manger  
Ferguson Waterworks

**RESIDENTIAL WATER METERS**

Positive Displacement Type

		FERGUSON WATERWORKS		
Description	Specification	Inside Application Price (each)	Pit Application Price (each)	Rebuild Kit (each) UME Kit (each)
5/8" X 3/4" Positive displacement type with register, with touchpad	Neptune T-10 Procoder	\$143.34	\$168.34	\$24.05
5/8" X 3/4" Positive displacement type with register, without touchpad	Neptune T-10 Procoder	\$143.34	\$168.34	\$24.05
1" Positive displacement type with register, with touchpad	Neptune T-10 Procoder	\$295.90	\$324.74	\$66.14
1" Positive displacement type with register, without touchpad	Neptune T-10 Procoder	\$299.74	\$324.74	\$66.14
Ultrasonic Type-UL/FM Rated for Fire Service				
5/8" X 3/4" Ultrasonic type with register, without touchpad	Neptune Mach 10		\$198.60	N/A
1" Ultrasonic type with register, without touchpad	Neptune Mach 10		\$288.53	N/A
1.5" Ultrasonic type with register, without touchpad, 10", 13"	Neptune Mach 10		\$745.72	N/A
2" Ultrasonic type with register, without touchpad, 10", 15.25", 17"	Neptune Mach 10		\$874.15	N/A
3" Ultrasonic type with register, without touchpad, Compound or Turbine LL	Neptune Mach 10		\$2,906.33	\$2,017.80
4" Ultrasonic type with register, without touchpad, Compound or Turbine LL	Neptune Mach 10		\$3,733.57	\$2,658.00
6" Ultrasonic type with register, without touchpad, Compound or Turbine LL	Neptune Mach 10		\$6,409.42	\$3,858.00
8" Ultrasonic type with register, without touchpad, Turbine LL	Neptune Mach 10		\$9,971.74	\$5,229.60
10" Ultrasonic Type with register, without touchpad, Turbine LL	Neptune Mach 10		\$12,447.10	\$6,514.80
12" Ultrasonic Type with register, without touchpad, Turbine LL	Neptune Mach 10		\$14,497.83	\$7,800.00

**COMMERCIAL WATER METERS**

Turbine Meter Without Strainer or Touchpad

		FERGUSON WATERWORKS		
Description	Specification	Inside Application Price (each)	Pit Application Price (each)	UME Kit (each)
1.5" Turbine type with register, without touchpad	Neptune High Performance Turbine		\$898.18	\$688.00
2" Turbine type with register, without touchpad	Neptune High Performance Turbine		\$898.18	\$688.00
3" Turbine type with register, without touchpad	Neptune High Performance Turbine		\$1,588.53	\$886.00
4" Turbine type with register, without touchpad	Neptune High Performance Turbine		\$1,871.33	\$924.00
6" Turbine type with register, without touchpad	Neptune High Performance Turbine		\$3,497.24	\$1,415.00
8" Turbine type with register, without touchpad	Neptune High Performance Turbine		\$5,188.41	\$2,202.00
10" Turbine type with register, without touchpad	Neptune High Performance Turbine		\$8,119.76	\$2,943.00

**COMMERCIAL WATER METERS**

Compound Meter

		FERGUSON WATERWORKS		
Description	Specification		Price (each)	UME Kit (each)
2" Compound type with register, without touchpad	Neptune Tru/Flo		\$1,959.42	\$1,379.00
3" Compound type with register, without touchpad	Neptune Tru/Flo		\$2,147.10	\$1,872.00
4" Compound type with register, without touchpad	Neptune Tru/Flo		\$2,939.13	\$2,215.00
6" Compound type with register, without touchpad	Neptune Tru/Flo		\$6,450.00	\$3,272.00
8" Compound type with register, without touchpad	HP Protectus Fire Service w/kettle strainer		\$26,414.49	\$3,143.00
10" Compound type with register, without touchpad	HP Protectus Fire Service w/kettle strainer		\$27,859.42	\$3,929.00

**COMMERCIAL WATER METERS**

Positive Displacement Meter

		FERGUSON WATERWORKS		
Description	Specification	Inside Application Price (each)	Pit Application Price (each)	Rebuild Kit (each)
1.5" Positive displacement type with register, without touchpad	Neptune T-10 Procoder	\$708.70	\$726.09	\$122.58
2" Positive displacement type with register, without touchpad	Neptune T-10 Procoder	\$908.70	\$926.09	\$159.88

**STRAINERS**

		FERGUSON
Description	Specification	Price (each)
1.5"	FERGUSON: Bronze Strainer	\$623.91
2"	FERGUSON: Bronze Strainer	\$623.91
3"	FERGUSON: Bronze Strainer	\$1,119.57
4"	FERGUSON: Bronze Strainer	\$1,930.43
6"	FERGUSON: Bronze Strainer	\$2,924.64
8"	FERGUSON: Bronze Strainer	\$4,971.01
10"	FERGUSON: Bronze Strainer	\$7,736.23

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO CONCUR WITH THE  
PURCHASE OF WATER METER INSETTERS FROM CORE & MAIN

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the purchase of water meter insetters from Core & Main in the total amount of \$10,998.00.
2. Funds are available in the water fund capital account number 591-591-56500-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby concur with the purchase of water meter insetters from Core & Main in the total amount of \$10,998.00.
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 December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

## STAFF REPORT

Date: December 8, 2022

Subject: Concur with Purchase of Water Meter Insetters

From: Jay VanDyke, Assistant Director of Public Works – Maintenance

Meeting Date: December 19, 2022

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### **RECOMMENDATION:**

It is requested the City Council concur with the purchase of water meter insetters from Core & Main in the amount of \$10,998.00.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Standardized use of water meter insetters, used to hold meters in place during use and provide a necessary shut off valve in the event of an emergency or repair, are important to maintain consistency throughout the City.

### **DISCUSSION:**

The same brand and size water meter insetters (also called meter horns) have consistently been used throughout the City for residential water meter applications. The AY McDonald insetter was specified as one item in a larger water meter installation materials bid that was awarded to ETNA Supply earlier this year. Up until this year, Core and Main has been the sole supplier of this product, and staff have historically purchased this product from Core and Main in quantities less than that requiring Council approval (\$7,500).

Last April, a staff member placed an order for 100 meter insetters from Core & Main, not realizing at that time that ETNA Supply could supply the product nor that the purchase total would require Council approval. These products were recently delivered, at which time the error was discovered. We are unable to return these items to Core and Main and purchase from ETNA Supply due to their immediate need and the fact that the ETNA Supply lead time is 32 weeks from order placement.

Current price for this product from Core and Main is \$109.98, while it is \$186.50 through ETNA Supply. Purchasing through Core & Main will save approximately \$7,700. Because the total dollar of these items exceeds \$7,500, Council approval is required.

These products are scheduled to be rebid early next year. However, to address the issues previously described, Council approval is required at this time.

### **BUDGET IMPACT:**

Sufficient funds are available in the water fund meter account number 591-591-56500-775.000.



# INVOICE

Invoice # Q646542  
 Invoice Date 11/18/22  
 Account # 600459  
 Sales Rep GRAND RAPIDS HOUSE 6  
 Phone # 616-222-9500  
 Branch # 259 Kentwood, MI  
 Total Amount Due \$9,238.32

1830 Craig Park Court  
 St. Louis, MO 63146

Remit To:  
 CORE & MAIN LP  
 PO BOX 28330  
 ST LOUIS, MO 63146

241 1 MB 0.515 E0223X I0339 D9945897497 S2 P9375079 0001.0003



CITY OF WYOMING  
 2660 BURLINGAME AVE SW  
 WYOMING MI 49509-2332

Shipped to:

CUSTOMER PICK-UP -

**CUSTOMER JOB- Q646355 Wyoming Brass22**

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
4/05/22	11/17/22	VERBAL SHIMO	Wyoming Brass22	Q646355		WILL CALL	Q646542

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
46077432NNMD	743-2-NNMD 5/8X3/4 INSETTER 1" MIP IN X 3/4 FIP OUT NM MD NO LEAD BID SEQ# 10	100	84	16	109.98000	EA	9,238.32

*OK TO PAY*

*billings  
WSM  
Meter*

Batch #: 2023-00001283  
 Inv #: Q646542



604782

Visit [coreandmain.com](http://coreandmain.com) for a current W-9 form

**Online ADVANTAGE**

- Pay Online
- Paperless Billing
- Invoice Reprints
- Signed Delivery Receipts

Remit payment to the address shown on this invoice or access your account in Online Advantage to pay online.

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	9,238.32
					Other:	0.00
					Tax:	0.00
					<b>Invoice Total:</b>	<b>\$9,238.32</b>

Terms: NET 30  
 Ordered By:

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT PROPOSALS FROM KNIGHT WATCH FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERA SYSTEMS AT GEZON, IDEAL, JACKSON, KELLOGGSVILLE, AND PRAIRIE PARKS AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept proposals received from Knight Watch to purchase and install security camera systems at Gezon, Ideal, Jackson, Kelloggsville and Prairie Parks in the amounts listed below:

Gezon Park	\$25,073.20
Ideal Park	\$34,251.65
Jackson Park	\$24,656.22
Kelloggsville Park	\$26,624.15
Prairie Park	\$12,887.96

2. It is recommended City Council accept proposals received from Knight Watch in the total amount of \$123,493.18.
3. Funds for the projects are available in account number 208-752-75600-975.141.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept proposals from Knight Watch to purchase and install security camera systems.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:  
Staff Report  
Contract/Proposals

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: October 25, 2022

Subject: Security Camera System Installation at Multiple Park Locations

From: Krashawn Martin, Director of Parks and Recreation

CC: Paul Gerndt, Director of Information Technology

Meeting Date: December 19, 2022

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### **RECOMMENDATION:**

It is recommended the City Council authorize the purchase and installation of security camera systems jointly by the Parks and Recreation and Information Technology Departments at the following locations:

- Gezon Park in the amount of \$25,073.20 as quoted by Knight Watch in Proposal #EST010946
- Ideal Park phase 2 in the amount of \$34,251.65 as quoted by Knight Watch in Proposal #EST011325
- Jackson Park in the amount of \$24,656.22 as quoted by Knight Watch in Proposal #EST010947
- Kelloggsville Park in the amount of \$26,624.15 as quoted by Knight Watch in Proposal #EST010949
- Prairie Park in the amount of \$12,887.96 as quoted by Knight Watch in Proposal #EST008289

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Well-maintained and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. Security cameras help to preserve the integrity of facility by reducing vandalism and assist in public safety investigative needs when necessary.

### **DISCUSSION:**

The City of Wyoming has made significant investment in the parks system, and it is vital to protect and preserve our park assets.

Staff proposes that a security camera system be installed to cover the facilities, acting as a deterrent to vandals, and as an investigative resource for police, should needs arise. Such security systems have been successfully deployed at other parks as important safety and crime deterrent systems for our buildings and their programming.

Working with the Information Technology Department, the City has standardized to Avigilon systems for the most effective maintenance of cameras, consistent application of technology throughout the park system, and capacity and knowledge of IT technicians when maintenance and repair needs arise. The City requested quotes from Knight Watch for the purchase and installation

of an Aviligon security camera systems at five park locations (Gezon, Ideal, Jackson, Kelloggsville, and Prairie) totaling in the amount of \$123,493.18. Knight Watch has completed camera installation projects in the City including updating the outdated security camera system at the Wyoming Senior Center and areas of Ideal Park that were redeveloped after the severe weather-related damage in 2014 caused by a tornado. Considering the cost of the bid process, price point of the project, and staff time and resources, jointly with our colleagues in the IT Department, we are requesting to forego the bid process and award the projects for all five locations to Knight Watch.

**BUDGET IMPACT:**

With City Council approval, funds were budgeted and remain available in the Park and Recreation Fund's capital account 208-752-75600-975.141.

**ATTACHMENTS:**

See attached Proposals for pricing and project details.



**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOASHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
  - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.
  - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. 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](mailto: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:

<b>COMMERCIAL GENERAL LIABILITY</b>
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person      \$2,000,000 per occurrence

<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
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).
<b>ADDITIONAL INSURED</b>
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#EST010947  
 Proposal Date: 12/5/2022

**Customer:** CITY OF WYOMING  
**Project:** Jackson Park Camera System  
**Work Site:** 3235 ROBIN AVE SW  
 WYOMING, MI 49509

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

Dear Todd,

City of Wyoming has requested that we provide and install an Avigilon camera system at Jackson Park.

Camera system components:

- 19 inch wall mounted monitor, mouse and keyboard
- Avigilon 24-port 12TB appliance (standalone system)
- (2) ACC7 Enterprise camera license
- (2) 32MP 360 Multihead pole mount IR rated cameras

Shareco Communications is subcontracted by Knight Watch for the following items:

- Install (1) new pole and pole base. Install UG conduit as needed.
  - Install (2) CAT6 OSP grade cables to each pole. (1) is spare at each location.
  - Install (2) lightning protection devices and ground them for (1) cable per pole.
  - Install (1) new 120V quad receptacle on the wall.
  - Utilize existing pole in the driveway island to run cabling for camera.
- Alternate #1: (1) extra pole and conduit if needed or requested other than the island light pole. \$3,754.07

Please let me know if you have any questions.

**Disclosures:**

- Proposal valid for 30 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 Monday - Thursday and excludes holidays. Late spring/early summer install dates based on a mutually agreed schedule when the snow is melted.
- No UPS back up is included.
- No cable certification is included.

Quantity	Description	Unit Price	Extended Price
1.00	Monitor 19"	\$236.28	\$236.28
1.00	TV Mount, Fits 13"- 37" TVs up to 40lbs	\$25.07	\$25.07
1.00	Wall mount for Monitor and Keyboard	\$62.68	\$62.68
1.00	Wall mount 19" rack 2U	\$43.87	\$43.87
1.00	Logitech Keyboard K120	\$24.28	\$24.28
1.00	Logitech M500S Mouse	\$48.58	\$48.58
1.00	HD Video Appliance Pro 24-port 12TB unit, NA. ACC licenses sold separately	\$5,319.05	\$5,319.05
2.00	ACC 7 Enterprise Edition camera license	\$297.40	\$594.80
2.00	HD 32 mp Multisensor Camera, 4 x 8mp Sensors, WDR, 4mm, Camera Only	\$2,058.99	\$4,117.98

2.00	Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one H4AMH-DO	\$137.26	\$274.52
2.00	Dome bubble and cover for outdoor surface mount or pendant mount, clear	\$137.26	\$274.52
2.00	Pedant wall mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$81.50	\$163.00
2.00	Pole mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera	\$77.22	\$154.44
2.00	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1	\$283.10	\$566.20
2.00	60W PoE++ Injector, Provides power for Multi-sensor cameras with IR	\$128.68	\$257.36
2.00	CAT6 - Patch Cable - Blue - 7'	\$2.44	\$4.88
2.00	CAT6 - Patch Cable - Blue - 1'	\$1.13	\$2.26
1.00	Sub Contract Labor Services - Shareco	\$10,618.18	\$10,618.18
1.00	Installation Materials and Hardware	\$94.01	\$94.01
1.00	Freight Charges	\$57.88	\$57.88
1.00	Engineering	\$110.28	\$110.28
1.00	Project Management	\$110.28	\$110.28
11.20	Installation	\$110.28	\$1,235.14
2.00	Programming	\$130.34	\$260.68

Sincerely,

Stacy Olsen

Subtotal	\$24,656.22
Tax	\$0.00
Total	\$24,656.22

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# EST010949  
Proposal Date: 12/5/2022

**Customer:** CITY OF WYOMING  
**Project:** Kelloggsville Park Camera System  
**Work Site:** 5100 HAUGHEY AVE SW  
GRAND RAPIDS, MI 49548

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

Dear Todd,

City of Wyoming has requested that we provide and install an Avigilon camera system at Kelloggsville Park.

Camera system components:

- 19 inch wall mounted monitor, mouse and keyboard
- Avigilon 8-port 8TB appliance (standalone system)
- (2) ACC7 Enterprise camera license
- (1) 4MP Fixed pole mount H5A IR rated bullet camera
- (1) 24MP Multisensor pole mount IR camera

Shareco Communications is subcontracted by Knight Watch for the following items:

- Install (2) new poles and pole bases. Install UG conduit as needed.
- Install (2) CAT6 OSP grade cables to each pole. (1) is spare at each location.
- Install (2) lightning protection devices and ground them for (1) cable per pole.
- Install (1) new 120V quad receptacle on the wall. Provide and install plywood backboard.
- Parking lot pole to have a 3' tall base.

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 30 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 Monday - Thursday and excludes holidays. Late spring/early summer install dates based on a mutually agreed schedule when the snow is melted.
- No UPS back up is included.
- No cable certification is included.

Quantity	Description	Unit Price	Extended Price
1.00	Monitor 19"	\$236.28	\$236.28
1.00	TV Mount, Fits 13"- 37" TVs up to 40lbs	\$25.07	\$25.07
1.00	Wall mount for Monitor and Keyboard	\$62.68	\$62.68
1.00	Wall mount 19" rack 2U	\$43.87	\$43.87
1.00	Logitech Keyboard K120	\$24.28	\$24.28
1.00	Logitech M500S Mouse	\$48.58	\$48.58
1.00	HD Video Appliance 8-port 8TB unit Licenses Sold Separately	\$2,291.12	\$2,291.12
2.00	ACC 7 Enterprise Edition camera license	\$297.40	\$594.80
1.00	HD 24mp Multisensor Camera, 3 x 8mp Sensors, WDR, 5.2mm, Camera Only	\$1,801.62	\$1,801.62
2.00	Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one H4AMH-DO	\$137.26	\$274.52

2.00	Dome bubble and cover for outdoor surface mount or pendant mount, clear	\$137.26	\$274.52
2.00	Pedant wall mount adapter. For use with H4 IR PTZ or H4A-MH-AD-PEND1 on H4 Multisensor.	\$81.50	\$163.00
2.00	Pole mount adapter for use with H4A-MT-WALL1, H4-BO-JBOX1 or HD Bullet Camera	\$77.22	\$154.44
2.00	Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1	\$283.10	\$566.20
2.00	60W PoE++ Injector, Provides power for Multi-sensor cameras with IR	\$128.68	\$257.36
1.00	4.0 MP WDR, LightCatcher, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	\$1,266.37	\$1,266.37
1.00	Junction box	\$99.79	\$99.79
1.00	Pole mount adapter	\$99.79	\$99.79
2.00	CAT6 - Patch Cable - Blue - 7'	\$2.44	\$4.88
2.00	CAT6 - Patch Cable - Blue - 1'	\$1.13	\$2.26
1.00	Sub Contract Labor Services - Shareco	\$16,469.46	\$16,469.46
1.00	Installation Materials and Hardware	\$94.01	\$94.01
1.00	Freight Charges	\$57.88	\$57.88
1.00	Engineering	\$110.28	\$110.28
1.00	Project Management	\$110.28	\$110.28
11.45	Installation	\$110.28	\$1,262.71
1.75	Programming	\$130.34	\$228.10

Sincerely,

Stacy Olsen

Subtotal	\$26,624.15
Tax	\$0.00
Total	\$26,624.15

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: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Map**





Proposal# EST008289  
Proposal Date: 11/29/2022

**Customer:** CITY OF WYOMING  
**Project:** Prairie Park Avigilon System  
**Work Site:** 2250 PRAIRIE PARK PKWY SW  
WYOMING, MI 49519

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

Dear Todd,

City of Wyoming has requested that we provide and install an Avigilon camera system at Prairie Park.

Camera system components:

- 19 inch wall mounted monitor, mouse and keyboard
- Avigilon 8-port 8TB appliance
- (2) ACC7 Enterprise camera licenses
- (2) 24MP Multisensor pole mount IR rated cameras
- Removal of old CCTV equipment

Shareco Communications will be subcontracted by City of Wyoming directly for the following items:

- Demo existing cabling to (2) existing light poles
- (2) CAT6 outdoor rated orange cable drops per pole (4 total)
- \*Cables will be tested and labelled.
- \*One spare CAT6 cable will be pulled to each pole for optimized service in the future. In the event that one CAT6 cable fails, the secondary cable can be used for camera function. This can be removed from project scope if we need to cut project costs and budget will not cover this piece.

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 30 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 Monday - Thursday and excludes holidays. Late spring/early summer install dates based on a mutually agreed schedule when the snow is melted.
- No UPS back up is included.
- No cable certification is included.
- All existing underground conduit assumed to be in good usable condition with pull boxes in the ground. Any issues with the use of existing conduit can ensue additional charges if repair or replacement of the conduit is needed at a park.
- Existing power will be utilized for the head end devices.
- Existing system downtime is inevitable during switch over to Avigilon. Knight Watch will keep this downtime to a minimum because we know security coverage at the parks is of high importance.
- PoE rated Lighting protection included in the base Shareco Communications cost for each used cable installed. None priced for spare cables.
- Grounding of the LP included. Proper grounding location assumed to be in NVR room.
- No lift rental is included.

Quantity	Description	Unit Price	Extended Price
1.00	Monitor 19"	\$236.28	\$236.28
1.00	TV Mount, Fits 13"- 37" TVs up to 40lbs	\$25.07	\$25.07
1.00	Wall mount for Monitor and Keyboard	\$62.68	\$62.68
1.00	Wall mount 19" rack 2U	\$43.87	\$43.87
1.00	Logitech Keyboard K120	\$24.28	\$24.28

1.00	Logitech M500S Mouse	\$48.58	\$48.58
1.00	HD Video Appliance 8-port 8TB unit	\$2,291.12	\$2,291.12
2.00	ACC 7 Enterprise Edition camera license	\$230.10	\$460.20
2.00	HD 24mp Multisensor Camera, 3 x 8mp Sensors, WDR, 5.2mm, Camera Only	\$1,801.62	\$3,603.24
2.00	Outdoor pendant mount adapter	\$137.26	\$274.52
2.00	Dome bubble and cover	\$137.26	\$274.52
2.00	Pedant wall mount adapter	\$81.50	\$163.00
2.00	Pole mount adapter	\$77.20	\$154.40
2.00	Optional IR illuminator ring, up to 30m (100ft)	\$283.10	\$566.20
2.00	60W PoE++ Injector	\$128.68	\$257.36
1.00	Sub Contract Labor Services - Shareco Communications	\$2,306.39	\$2,306.39
1.00	Installation Materials and Hardware	\$250.70	\$250.70
1.00	Freight Charges	\$40.95	\$40.95
1.00	Engineering	\$110.28	\$110.28
3.00	Project Management	\$110.28	\$330.84
10.00	Installation	\$110.28	\$1,102.80
2.00	Programming	\$130.34	\$260.68

Sincerely,

Stacy Olsen

Subtotal	\$12,887.96
Tax	\$0.00
Total	\$12,887.96

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#EST010946

Proposal Date: 12/5/2022

**Customer:** CITY OF WYOMING  
**Project:** Gezon Park Camera System  
**Work Site:** 5651 GEZON CT SW  
WYOMING, MI 49519

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

Dear Todd,

City of Wyoming has requested that we provide and install an Avigilon camera system at Gezon Park.

Camera system components:

- 19 inch wall mounted monitor, mouse and keyboard
- Avigilon 8-port 4TB appliance (standalone system)
- (3) ACC7 Enterprise camera license
- (2) 4MP Fixed pole mount H5A IR rated bullet camera
- (1) 10MP Dual head pole mount camera

Cameras will record 30 days at 10FPS upon motion.

Shareco Communications is subcontracted by Knight Watch for the following items:

- Install (3) new poles and pole bases. Install UG conduit as needed.
- Install (2) CAT6 OSP grade cables to each pole. (1) is spare at each location.
- Install (3) lightning protection devices and ground them for (1) cable per pole.
- Install (1) new 120V quad receptacle on the wall.

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 30 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 Monday - Thursday and excludes holidays. Late spring/early summer install dates based on a mutually agreed schedule when the snow is melted.
- No UPS back up is included.
- No cable certification is included.

Quantity	Description	Unit Price	Extended Price
1.00	Monitor 19"	\$236.28	\$236.28
1.00	TV Mount, Fits 13"- 37" TVs up to 40lbs	\$25.07	\$25.07
1.00	Wall mount for Monitor and Keyboard	\$62.68	\$62.68
1.00	Wall mount 19" rack 2U	\$43.87	\$43.87
1.00	Logitech Keyboard K120	\$24.28	\$24.28
1.00	Logitech M500S Mouse	\$48.58	\$48.58
1.00	HD Video Appliance 8-port 4TB unit	\$1,862.17	\$1,862.17
3.00	ACC 7 Enterprise Edition camera license	\$230.12	\$690.36
1.00	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$1,302.86	\$1,302.86

1.00	Optional Pendant NPT Mounting Adapter	\$51.47	\$51.47
1.00	Pendant Wall Arm (needs H4F-MT-NPTA1 on non PTZ cameras)	\$60.06	\$60.06
2.00	4.0 MP WDR, LightCatcher, 3.3-9mm f/1.3 P-Iris lens, Integrated IR, Next-Generation Analytics	\$1,266.37	\$2,532.74
2.00	Junction box	\$99.79	\$199.58
3.00	Pole mount adapter	\$99.79	\$299.37
3.00	CAT6 - Patch Cable - Blue - 7'	\$2.44	\$7.32
3.00	CAT6 - Patch Cable - Blue - 1'	\$1.13	\$3.39
1.00	Sub Contract Labor Services - Shareco	\$15,826.54	\$15,826.54
1.00	Installation Materials and Hardware	\$94.01	\$94.01
1.00	Freight Charges	\$57.88	\$57.88
1.00	Engineering	\$110.28	\$110.28
1.00	Project Management	\$110.28	\$110.28
10.55	Installation	\$110.28	\$1,163.45
2.00	Programming	\$130.34	\$260.68

Sincerely,

Stacy Olsen

Subtotal	\$25,073.20
Tax	\$0.00
Total	\$25,073.20

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#EST011325  
Proposal Date: 11/29/2022

**Customer:** CITY OF WYOMING  
**Project:** Ideal Park Phase 2  
**Work Site:** 5843 CRIPPEN AVE SW  
GRAND RAPIDS, MI 49548

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

Dear Todd,

Here is the requested proposal to provide and install an Avigilon camera system at Ideal Park.

Camera system components:

- (5) ACC7 Enterprise camera licenses
- (1) 8 Port POE Switch
- (1) Wall mount 19" rack 2U
- (1) Switch Rack adapter
- (1) Point-to-Point Antenna kit
- (1) 6MP Fixed bullet IR rated camera
- (1) 6MP Fixed dome IR rated camera
- (1) Wire guard cover for camera
- (2) 4MP Fixed bullet IR rated cameras
- (1) 5 Port POE switch
- (1,000) Feet GameChanger cable
- (1) 8MP Fixed bullet IR rated camera
- Camera mounting materials as required
- Patch cables as required
- Removal of old CCTV equipment

Shareco Communications is subcontracted by Knight Watch for the following items:

- Provide and install (1) new pole and pole base at camera 1 location
- (2) New conduits for power and data trenched underground to existing pole and terminate into a new lockable box at the bottom of the pole for KWI to install the network switch
- (1) 120V outlet installed inside the pole mounted box for network switch
- Demo existing cable to camera 2/3 and camera 4 poles
- Install (2) game changer cables (2 spools provided by KWI) to camera 2/3 existing light pole
- Install (2) CAT6 OSP cables to camera 4 pole
- Install (1) CAT6 OSP cable from the pavilion storage room into the attic for new P2P wireless antenna
- Install (1) 3/4" EMT conduit to the end of the pavilion and install (1) CAT6 OSP
- Install (5) lightning protection device and ground
- Provide and install (1) modular patch panel to terminate all cabling into

Please let me know if you have any questions.

Disclosures:

- Proposal valid for 30 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 Monday - Thursday and excludes holidays. Late spring/early summer install dates based on a mutually agreed schedule when the snow is melted.
- No UPS back up is included.
- No cable certification is included.

Quantity	Description	Unit Price	Extended Price
5.00	ACC 7 Enterprise Edition camera license	\$230.12	\$1,150.60

1.00	BCDV 8 Port POE Switch with 2 SFP	\$689.42	\$689.42
1.00	BCDV Rack adapter for OS6360-10/P10	\$15.86	\$15.86
6.00	CAT6 - Patch Cable - Blue - 1'	\$1.13	\$6.78
7.00	CAT6 - Patch Cable - Black - Outdoor Rated - 7'	\$19.12	\$133.84
1.00	Wall mount 19" rack 2U	\$43.87	\$43.87
1.00	Siklu Point-to-Point 1G Antenna Kit (2 - Antennas) No POE and 1 port on Remote Unit	\$1,287.34	\$1,287.34
1.00	6.0 MP WDR, LightCatcher, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	\$1,102.67	\$1,102.67
1.00	Junction box	\$77.22	\$77.22
1.00	Pole mount adapter	\$77.22	\$77.22
1.00	6.0 MP WDR, LightCatcher, Day/Night, Outdoor Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR	\$1,102.67	\$1,102.67
1.00	Wire Guard cover for camera	\$90.24	\$90.24
2.00	4.0 MP WDR, LightCatcher, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	\$979.87	\$1,959.74
1.00	Junction box	\$77.22	\$77.22
1.00	Pole mount adapter	\$77.22	\$77.22
1.00	Manged Switch 5 port Outdoor rated	\$1,319.36	\$1,319.36
1.00	Pole Mount Bracket	\$62.68	\$62.68
1,000.00	GC CAT6 - Roll - Non-Plenum - Direct Burial - Black - GameChanger	\$1.00	\$1,000.00
1.00	8.0 MP (4K) WDR, LightCatcher, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	\$1,286.86	\$1,286.86
1.00	Junction box	\$77.22	\$77.22
1.00	Pole mount adapter	\$77.22	\$77.22
3.00	Rough-in Materials - Conduit, Back Boxes, Fire-Stop, Etc.	\$62.68	\$188.04
5.00	CAT6 - Patch Cable - Blue - 7'	\$2.44	\$12.20
5.00	CAT6 - Patch Cable - Blue - 1'	\$1.13	\$5.65
1.00	Sub Contract Labor Services - Shareco Communications	\$15,599.75	\$15,599.75
1.00	Installation Materials and Hardware	\$1,504.20	\$1,504.20
1.00	Freight Charges	\$501.40	\$501.40
3.00	Engineering	\$110.28	\$330.84
6.00	Project Management	\$110.28	\$661.68
26.46	Installation	\$110.28	\$2,918.01
6.25	Programming	\$130.34	\$814.63

Sincerely,

Stacy Olsen

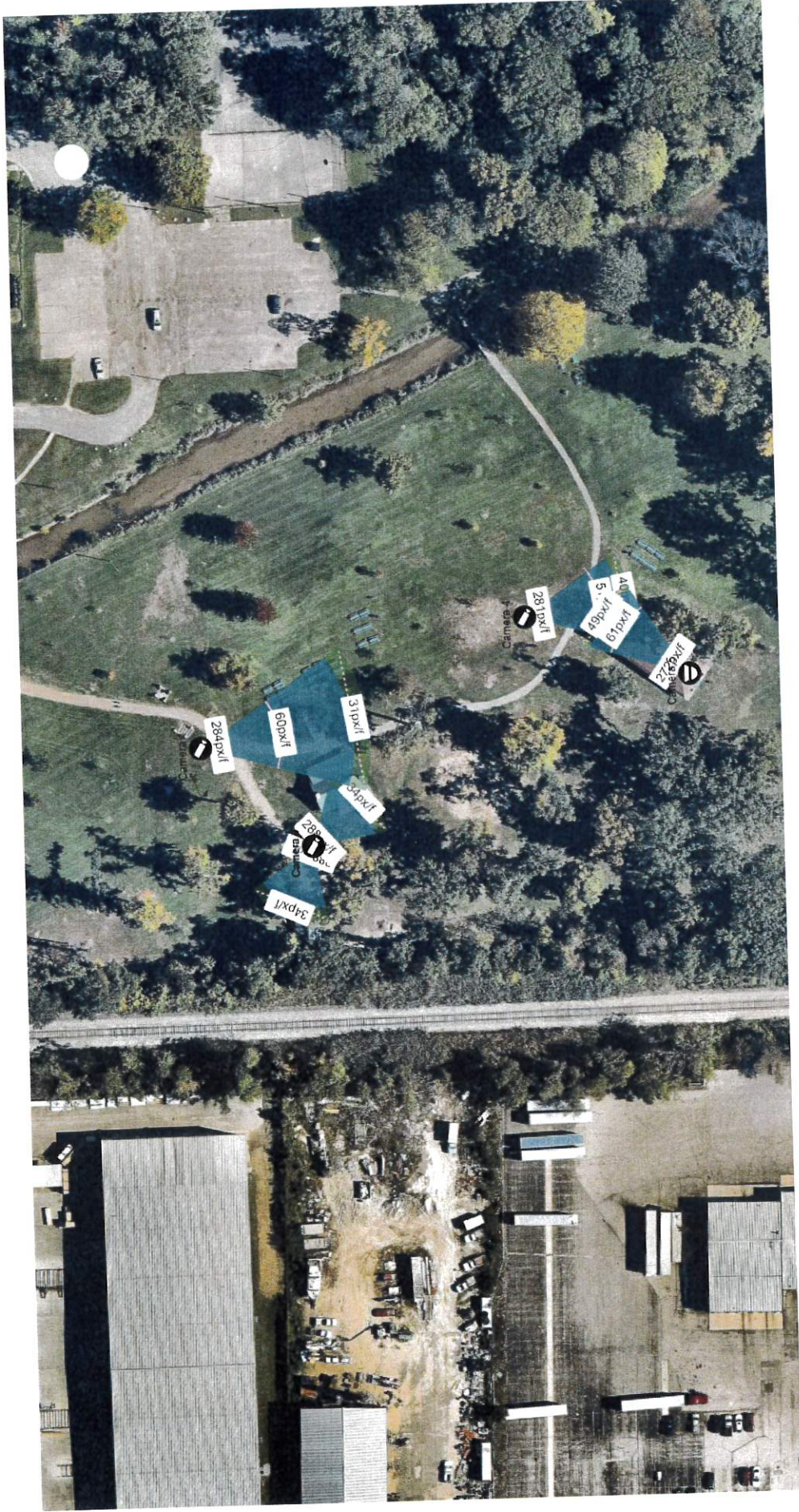
Subtotal	\$34,251.65
Tax	\$0.00
Total	\$34,251.65

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: \_\_\_\_/\_\_\_\_/\_\_\_\_

Map



Sales at Avigilon  
+1.604.629.5182  
sales@avigilon.com

Technical Support  
+1.888.281.5182  
support@avigilon.com

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RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM PLACER.AI  
FOR LOCATION BASED ANAYLTICS AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Placer Labs, Inc. (dba Placer.ai) for location-based analytics in the total amount of \$28,000.00.
2. It is recommended City Council accept the proposal.
3. Funds for the services will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Placer Labs, Inc. (dba Placer.ai).
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.
3. The City Council does hereby approve the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Proposal

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: December 19, 2022**

**Budget Amendment No. 054**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$28,000.00 of budgetary authority to provide the necessary funds for the Placer.ai contract for location-based analytics.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Planning - Other Services				
101-400-40000-956.000	\$ 49,355.00	\$ 28,000.00		\$ 77,355.00
				\$ -
<u>Fund Balance/Working Capital (Fund 101)</u>		\$ -	\$ 28,000.00	

Recommended: *Kyle*  
Senior Accountant

*Colt*  
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: December 6, 2022  
To: John McCarter, Deputy City Manager  
From: Paul G. Smith, Planner II  
CC: Nicole Hofert, Director of Community and Economic Development  
Subject: Placer.ai  
Meeting Date: December 12, 2022

---

### **RECOMMENDATION:**

It is recommended that City Council authorize the City Manager to enter into a contract with Placer.ai for location-based analytics for a price of \$28,000.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Placer provides location-based analytics using anonymized cellphone location data. Additionally, place.ai provides census data, psychographic data, and national/state comparisons of tenants. Analysis can be performed by property, tenant, road segment, or custom geofence. This allows staff to collect visitor counts for both properties and events to understand both economic impacts and development opportunities.

Whenever considering location-based data, privacy concerns are understandable. Placer collects location data from user of mobile apps that require opt in, complies with privacy laws both in the US and in Europe, uses a four-step process to ensure that property information cannot be tied back to individuals, and does not offer location data for sensitive locations (e.g. churches, schools, and military facilities).

Staff negotiated a discounted annual fee of \$28,000 that includes unlimited seats and unlimited custom reports.

### **DISCUSSION:**

While Placer was clearly designed for commercial real estate brokers, a growing number of municipalities—including Grand Rapids—use the service. A sample summary report for Roger's Plaza is attached, but there are a number of possible use cases. Community and Economic Development staff will immediately be able to use Placer data to support economic development, to understand the economic impact of events in the City, and to bolster grant applications. Placer data will also be made available to other departments, such as Parks and Recreation or Public Works.

Placer.ai seems to be somewhat unique in offering unlimited queries, unlimited seats, and custom geofences. It does not have the same demographic information on visitors as competitors, but that is due to an emphasis on privacy protection. This also means that its feature set has been stable even as California and the European Union expand privacy protections.

Staff looks forward to joining with you in presenting this information at the December 12, 2022 City Council Work Session.

**BUDGET IMPACT:**

The necessary funds for this service will require a budget amendment to account 101.400.40000.956 (Planning – Other Services). In the future, it may be possible to share this expense with other departments, but Planning will assume the cost for the first year.



**PLACER LABS, INC.**

**ORDER FORM**

City of Wyoming, Michigan	(“Customer”)	Placer Labs, Inc.	(“Placer”)
Address:	115 28th St SW	Address:	340 S Lemon Ave #1277,
	Wyoming, Michigan 49509		Walnut, California 91789
Contact Person:	Paul Smith	Contact Person	Ty Burgess
Email:	smithp@wyomingmi.gov	Billing Contact Person:	Melissa Anderson
Phone:	616-530-7282	Billing Email*:	<a href="mailto:billing@placer.ai">billing@placer.ai</a>
Billing Contact Email:		Billing Phone*:	415-228-2444

\*Not for use for official notices.

**1. Services.**

The services provided under this Order Form (the “**Services**”) include:

- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the United States
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
  - Accurate foot traffic counts and dwell time
  - True Trade Areas displaying frequent-visitors-density by home and work locations
  - Customers’ demographics, interests, and time spent at relevant locations
  - Where customers are coming from and going to, and the routes they take
  - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
  - Competitive insights
  - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Ad hoc property visitor time lapse video generation upon request
- Premier Customer Support
  - Regular meetings with Placer's Customer Success Team
  - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Vendors	Input Datasets Used
<b>STI Demographics Bundle</b>	Synergos Technologies (STI)	PopStats
	Synergos Technologies (STI)	Spending Patterns
	Synergos Technologies (STI)	Workplace
	Synergos Technologies (STI)	Market Outlook
<b>Experian Mosaic</b>	Experian	Mosaic Segmentation

**2. Permitted Uses**

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information. Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

### 3. **Term and Termination.**

**Initial Term:** The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

**Additional Term:** Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

**Termination:** Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

### 4. **Fees.**

\$28,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer’s customer support department at [support@placer.ai](mailto:support@placer.ai).

In the event of any termination, Customer will pay in full for the Services up to and including the last day on which the Services are available to Customer.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

**5. Support.**

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

**6. Mutual NDA.**

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

**7. Miscellaneous.**

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement attached hereto as Exhibit A (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“**Customer**”

City of Wyoming, Michigan

“**Placer**”

Placer Labs, Inc.

By:
Name:
Title:
Date:

By:
Name: Jacov Ben-Zvi
Title: President
Date:

Approved as to form



Scott G. Smith, City Attorney

Date: 12/14/2022

Exhibit A

**PLACER LABS, INC.**

**LICENSE AGREEMENT**

**Last Updated: July 17, 2022**

This License Agreement (this “**Agreement**”) is entered into by and between Placer Labs, Inc., a Delaware corporation (“**Placer**”), and the customer (“**Customer**”) listed on the order form (the “**Order Form**”) entered into by and between Placer and Customer, effective as of the last signature date set forth on the Order Form (the “**Effective Date**”). Unless otherwise defined in this Agreement, capitalized terms herein have the same meaning as in the Order Form.

**1. LICENSE**

Subject to the terms of this Agreement and the Order Form (including, without limitation, the payment of fees by Customer), Placer hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services (as set forth in the Order Form) solely for the Permitted Uses (as set forth in the Order Form).

**2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly, or allow any third party to (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Placer Data or any software, documentation or data related to the Services or Placer Data; (b) attempt to re-identify any anonymized, aggregated, deidentified, obfuscated, or statistical Placer Data, (c) modify, translate, or create derivative works based on Placer Data (except to the extent expressly set forth as Permitted Use in the Order Form), (d) share Placer Data with, or disclose Placer Data to, or use Placer Data for the benefit of, a third party (except to the extent expressly set forth as Permitted Use in the Order Form), (e) remove any proprietary notices or labels, (f) circumvent any security control or access mechanism for the Services or Placer Data, (g) perform systematic and/or bulk downloads of Placer Data, or web scraping of Placer Data/from the Services, or systematic API calling beyond the minimal amount needed for Permitted Uses, or attempt to reconstruct any portion of Placer Data, (h) use the Services or Placer Data in connection with any products, services, or activities that compete with Placer, or (i) attempt to build a user profile for a given individual or device based on Placer Data, or attempt, facilitate, or encourage others to identify a given individual or user or reconstruct user profiles based on Placer Data. Customer shall not, directly or indirectly, resell, distribute, sublicense, display, or otherwise provide to third parties the Services or any Placer Data or any derivatives of Placer Data, except that Customer may display Placer Data as part of Research Data during the Term. For the avoidance of doubt, and without limiting any other restrictions or obligations set forth in this Agreement, Customer shall not use, license, sub-license or distribute Placer Data or any data derived from Placer Data, for any of the following purposes: (I) in connection with establishing eligibility for employment, health care, credit or insurance; (II) for making decisions solely by automatic means where the decision has a significant effect on the individual to whom the data relates; (III) for any unlawful tracking or unlawful surveillance purposes; or (IV) to market or sell to law enforcement agencies or to any governmental agency to be used for a law enforcement purpose.

2.2 Customer represents, covenants, and warrants that Customer will use the Services and Placer Data and only in compliance with applicable laws and regulations. Furthermore, Customer will ensure all access to Placer (“log in”) shall be done using email addresses of Customer’s email domain, and never any personal email addresses. Although Placer has no obligation to monitor Customer’s access to and use of the Services or Placer Data Placer may do so and may prohibit any access or use it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and Placer Data, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “**Access Equipment**”). Customer shall also be responsible for maintaining the security of the Access Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Access Equipment with or without Customer’s knowledge or consent.

2.4 Customer shall maintain information security measures to safeguard Customer’s Access Equipment and Placer Data in Customer’s possession, including appropriate physical, technical, and organizational measures to ensure the security of such data.

Such measures shall include, but not be limited to, the highest degree of care that Customer utilizes to safeguard its own sensitive data, which shall be no less than industry standard security measures in any event.

2.5 Customer shall maintain accurate and complete records relating to its use of Placer Data during the Term and for a period of one (1) year thereafter. Placer or its designee(s) may, at any time upon not less than ten (10) business days' notice to Customer, examine such records of Customer (and its affiliates and contractors, if any are permitted to use Placer Data) related to Customer's and any such parties' use of Placer Data ("**Audit**"). Customer will cooperate fully, and cause its affiliates and contractors to cooperate fully, with any such Audit(s) and will provide all records, data, documentation, and other information reasonably requested by Placer. The Audit(s) will be conducted during normal business hours, and at Placer's expense; provided however if such Audit reveals misuse of Placer Data by Customer, then Customer will bear the cost of such Audit, without limiting any other rights or remedies that Placer may have with respect to any such misuse of Placer Data.

### 3. PROPRIETARY RIGHTS

3.1 Placer shall own and retain all right, title and interest in and to (a) the Services and Placer Data, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with supporting the foregoing, and (c) all intellectual property rights related to any of the foregoing. No licenses are granted by estoppel or by implication.

3.2 Customer may provide feedback to Placer in respect of the Services or Placer Data. Feedback may include, without limitation, updates to or corrections of Placer Data (e.g., a retail store may have moved or may have been closed). Placer may use any such feedback to improve the Services or for other purposes, without any obligation to Customer.

3.3 In the course of using the Services, Customer may upload data (e.g., Customer's customer data) to the Services. Such uploaded data is referred to herein as "**Customer Data**". Customer hereby grants Placer a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable right to use, modify, reproduce, distribute, prepare derivative works of, display and perform Customer Data (including all related intellectual property rights) in an aggregated and de-identified format ("**Anonymized Customer Data**") in connection with the Services. Customer also hereby grants each user of the Services a non-exclusive license to access Anonymized Customer Data through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such Anonymized Customer Data as permitted through the functionality of the Services. For clarity, the foregoing license grant to Placer and users of the Services does not affect Customer's ownership of Customer Data. Placer reserves the right to remove any Customer Data and/or Anonymized Customer Data from the Services at any time for any reason. Customer, not Placer, remains solely responsible for all Customer Data that Customer uploads, posts, emails, transmits, or otherwise disseminates using, or in connection with, the Services, and Customer represents and warrants that Customer possesses all rights necessary to provide such Customer Data to Placer and to grant the rights to use such Customer Data as provided herein.

### 4. WARRANTY AND DISCLAIMER

4.1 Placer shall use reasonable efforts consistent with prevailing industry standards to provide access to the Services and Placer Data. Access may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Placer or by third-party providers, or because of other causes beyond Placer's reasonable control, but Placer shall use reasonable efforts to provide advance notice, by posting in the Services, email, or otherwise, of any scheduled service disruption. PLACER DOES NOT WARRANT THAT ACCESS TO THE SERVICES OR PLACER DATA WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA.

4.2 Placer Data shall not include (i) any personally identifiable data, including but not limited to, name, email address, address or any other personal identifier ("**Personal Data**"), nor (ii) any sensitive data, including but not limited to Personal Data relating to social security numbers and other government identifiers, information relating to health or medical conditions, and information relating to sex life or sexual orientation, political opinions, and financial account numbers ("**Sensitive Data**").

4.3 Placer represents and warrants that to its knowledge the Services and Placer Data do not infringe the intellectual property rights of any third party and comply with applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SERVICES AND PLACER DATA ARE PROVIDED "AS IS" AND PLACER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PLACER DATA ARE COMPILED BASED ON PROPRIETARY ALGORITHMS, AND PLACER DOES NOT WARRANT THAT ALL DATA SHALL BE COMPLETE AND

ACCURATE. FURTHER, PLACER MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA. Without limiting the foregoing disclaimer, Customer acknowledges and agrees that Placer Data consist of and represent the result of statistical inferences. Placer is not a backup service, and Customer is solely responsible for creating any backups of data provided by Placer. Placer is not responsible for decisions made by Customer based on Placer Data.

## **5. INDEMNITY**

5.1 Placer shall defend, indemnify and hold Customer harmless from liability to third parties resulting from infringement by Placer's provision of Placer Data of any United States patent or any copyright or misappropriation of any trade secret. The foregoing obligations do not apply with respect to any portions or components of Placer Data (i) that are created, compiled, or modified by any party other than Placer, (ii) combined with other products, processes, data, or materials where the alleged infringement relates to such combination, (iii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of alternatives that would have avoided the alleged infringement, or (iv) where Customer's use of Placer Data is not strictly in accordance with this Agreement. If, due to a claim of infringement, Placer Data are held by a court of competent jurisdiction to be or are believed by Placer to be infringing, Placer may, at its option (a) obtain for Customer a license to continue using Placer Data or (b) terminate the Order Form and Customer's rights thereunder and provide Customer a refund of any prepaid, unused fees for Placer Data.

5.2 Customer shall defend, indemnify and hold Placer harmless from liability to third parties, including any claims of government agencies or regulators, resulting from or arising out of either (a) the provision of any data by Customer not in compliance with applicable law, or (b) the use by or on behalf of Customer of any Placer Data not in compliance with applicable laws and regulations.

5.3 The obligations of either party to provide indemnification hereunder is subject to the party seeking indemnification (a) providing the indemnifying party with prompt written notice of any claim, (b) providing the indemnifying party with sole control over the defense and settlement of the applicable claim and (c) reasonably cooperating with the indemnifying party in defending such claim. Subject to the foregoing, the indemnified party may be represented in any proceeding by counsel of its own choosing at its own expense.

## **6. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR NON-PAYMENT OF FEES, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA OR FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WILL NOT EXCEED THE FEES PAID TO PLACER UNDER THE ORDER FORM DURING THE PREVIOUS TWELVE (12) MONTHS PRECEDING ANY CLAIM GIVING RISE TO ANY LIABILITY HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISIONS, THE FOREGOING LIMITATIONS WILL NOT APPLY TO BREACH OF CONFIDENTIALITY OBLIGATIONS OR BREACH OF LICENSING RESTRICTIONS.

## **7. EXPORT CONTROL**

Customer may not remove or export from the United States or allow the export or re-export of Placer Data, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

## **8. MISCELLANEOUS**

This Agreement includes and incorporates Placer's privacy policy located at <https://www.placer.ai/privacy-policy/platform-services-privacy-policy/> (the "**Privacy Policy**"). The Order Form, the Privacy Policy, and all other referenced documents, if any, are integral parts of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Placer's prior written consent. Placer may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the

complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Placer in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. This Agreement shall be governed by the laws of the State of Michigan without regard to its conflict of laws provisions. This Agreement shall have the same Term as, and shall terminate or expire concurrently with, the Order Form. The following will survive any termination of this Agreement and Order Form: Sections 2.1, 2.4, 2.5, 3.1, 3.2, 4 through 8 of this Agreement.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AWARD A PROPOSAL FOR EXECUTIVE SEARCH SERVICES  
AND TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN  
AN EXECUTIVE SEARCH SERVICES CONTRACT WITH BAKER TILLY US, LLP

WHEREAS:

1. City Manager Curtis Holt is retiring in February.
2. The City Council wishes to engage an executive search firm to assist in recruiting and/or selecting the next City Manager.
3. The City sought proposals from executive search firms, selected 3 firms to interview, and, after those interviews and checking with references and others, the Mayor and *ad hoc* search committee have recommended engaging Baker Tilly US, LLP to provide executive search services.
4. The total estimated expenditure for the city manager search, including fees paid to the executive search firm and associated costs such as travel expenses incurred by selected applicants, city officials, and others, is expected to be between \$33,000 and \$40,000.
5. A budget amendment is required for this expenditure.

NOW, THEREFORE, BE IT RESOLVED:

1. The City shall engage Baker Tilly US, LLP to provide the executive search services in accordance with its proposal and the request for proposals pursuant to a contract in a form acceptable the Mayor and city attorney.
2. The Mayor and City Clerk are authorized and directed to sign that contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Budget Amendment  
Memorandum

Resolution No. \_\_\_\_\_

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: December 19, 2022**

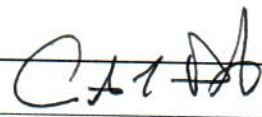
**Budget Amendment No. 055**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$40,000.00 of budgetary authority to provide the necessary funds for the BakerTilly contract for the city manager search and candidate travel expenses.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
City Council - Other Services				
101-101-10100-956.000	\$ 39,200.00	\$ 40,000.00		\$ 79,200.00
				\$ -
<u>Fund Balance/Working Capital (Fund 101)</u>		\$ -	\$ 40,000.00	

Recommended:   
Senior Accountant

  
City Manager

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

Motion carried: Yes \_\_\_\_\_, No \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

**MEMORANDUM**

TO: Mayor Pro-Tem and City Council Members  
FROM: Mayor Kent VanderWood  
DATE: December 13, 2022  
RE: Executive Search Firm for City Manager Position  
CC: Kim Oostindie, Director of Human Resources  
Scott Smith, City Attorney

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As discussed at our work session on December 12, 2022, I recommend City Council approve a contract with Baker Tilly US, LLP to provide executive search services for recruiting and selecting our next city manager.

On November 15, 2022, the city received 8 responses to its request for proposals from executive search firms. Sixty-two firms accessed the bid documents through the City’s e-Bidder System. The tabulation of the bid proposals received is shown below.

Company	Price		Guarantees
	Value	Regular	
Amy Cell, LLC.	\$ 8,250.00	\$ 18,500.00	Yes - One Year
GovHR USA	\$ 14,500.00		Yes - One Year
Walsh Municipal Services, LLC	\$ 15,400.00		Yes - Two Years
Rehman	\$ 16,000.00		No
Slavin Management Consultants	\$ 24,575.25		Yes - Two Years
Bakertilly	\$ 26,950.00		Yes - One Year
Ralph Andersen and Associates	\$ 32,000.00		Yes - One Year
Raftelis Financial Consultants, Inc.	\$ 34,600.00		Yes - Two Years

Mayor Pro-Tem Postema, former Mayor Pro-Tem Bolt, and I reviewed the 8 proposals with representatives from the purchasing and human resources department and selected 3 firms for interview: Amy Cell, LLC., Baker Tilly US, LLP, and Slavin Management Consultants. The city attorney joined us for the interviews. References were checked by human resources and purchasing staff and I also followed up with a reference directly.

The search committee recommends we engage Baker Tilly US LLP under a contract to be prepared by the city attorney and in a form and substance acceptable to the Mayor and city attorney.

It is estimated that the search firm fees plus the travel costs for the selected candidates will total between \$33,000 and \$40,000 and I am recommending approval of a budget amendment.

After the contract is signed, a committee comprised of me, Mayor Pro-Tem Postema, Council Member Postler and representatives from the city's human resources and city attorney's offices will meet with the Baker Tilly US LLP project team to review expectations and parameters of the project, establish next steps, and set a realistic timeline. We will then communicate the details with you.

Importantly, the city manager is appointed by the City Council, is accountable to the City Council, and, except for the city attorney (who will nevertheless work closely with the city manager), oversees all city staff. The City Council needs to be directly involved in the selection. The *ad hoc* committee ensures Council oversight and continued involvement.

It is expected the search firm will gather information from all Council Members and selected city staff members to prepare a community profile and gain an understanding of the qualifications and qualities sought in the next city manager. From that, an information "packet" will be prepared and the position will be advertised. In addition, the search firm will reach out to its contacts to recruit applicants. From the pool of applicants, the search firm will review and assemble information about semi-finalists. From the selected semi-finalists, the committee will recommend three for council interviews.

I will keep you apprised as the process progresses. In the meantime, you can expect human resources staff members and/or Baker Tilly representatives to contact you for interviews by Baker Tilly sometime in January.

Finally, if any Council Member has questions about the process, progress, or any applicants or candidates, please contact me so I can facilitate answers to those questions.

RESOLUTION NO. \_\_\_\_

RESOLUTION APPROVING AND DIRECTING THE MAYOR AND CLERK TO SIGN WOOD BRIDGE DESIGN AND MATERIALS CONTRACT WITH WESTERN WOOD STRUCTURES, INC.

WHEREAS:

1. The city seeks to construct a wooden pedestrian bridge across a low water retention area as a part of a trail to be constructed on its elevated water storage tank property between the north terminus of Hook Ave. SW and Pinery Park (the **wood bridge**) as part of an interconnected trail system that will include a pedestrian/bicycling bridge over near 28 W Place and Hook Ave SW pathways to make walking and bicycling connections to Pinery Park, City Hall, the 62-A District Court Building, Wyoming Senior Center, Wyoming Police Building, Grace Christian University, and other residences, neighborhoods, restaurants, retailers, and other businesses located in that general vicinity along with connections to other West Michigan trails ( the **city center project**).
2. The city's engineering consultant identified Western Wood Structures, Inc. (**WWSI**) as a supplier able to professionally design, provide the materials for, and, if needed, arrange for assembly and installation of the wood bridge.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Purchase Agreement with WWSI, Job No. 224056, is approved and the Mayor and City Clerk are authorized and directed to sign it on behalf of the city.
2. The City Manager is authorized and directed to sign-off on phases of the contract as deemed necessary and appropriate for the timing of the city center project. Engineering design of the wood bridge and the abutment/pier will begin promptly at a cost commitment totaling \$15,200. Materials will be ordered after completion of the design and an updated materials estimate (currently \$339,100) is provided. No further City Council action will be needed to order the materials provided the updated estimate is not greater than \$375,000 (about a 10%± increase over the current estimate).
3. Wood bridge assembly and installation will be undertaken by a separate contract to be approved by the City Council
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                                 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on December 19, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contract

Resolution No. \_\_\_\_\_

## Staff Report

Date: December 13, 2022  
Subjects: WWSI wood bridge design and materials contract  
From: Scott Smith, City Attorney  
Nicole Hofert, Community & Economic Development Director  
Meeting Date: December 19, 2022

---

### **RECOMMENDATION:**

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign Wood Bridge Design and Materials Contract with Western Wood Structures, Inc.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Our community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities.

Safety – A wood bridge is needed to safely traverse the water retention area as part of a trail connecting the north end of Hook Ave. with Pinery Park.

Stewardship – Construction of these public improvements will enhance the desirability of the city center area for residents and businesses who can be accommodated in the planned private improvements better ensuring the success of those private projects with resulting increases in the city's tax base.

### **BUDGET IMPACT:**

ARPA funds are available to pay these expenses though state or federal grant funds might also be used if they become available.

### **DISCUSSION:**

A key component to the city center project is the connection over 28<sup>th</sup> Street SW and trail connections on either end of that bridge to additional segments of trails that will make the city center a hub for pedestrians and cyclists. They will enable pedestrians and cyclists to access community amenities (*e.g.*, Pinery Park, the WSC, city hall/justice center complex, KDL branch, Grace Christian University, and police building), retailers and service providers, restaurants, neighborhoods, churches, and other places on both sides of 28<sup>th</sup> Street SW. The trails will connect to various West Michigan trails providing access to Byron Center, Kentwood, Millennium Part, downtown Grand Rapids, and, ultimately, to the lakeshore (on the planned "Greenway" in Kent and Ottawa Counties).

This contract will provide the designs and materials for a wood bridge that is needed to traverse a low area near the elevated water tank property lying between the north end of Hook Ave and Pinery Park. Progressive AE, our outside engineering consultant, recommended Western Wood Structures, Inc. for the design and materials needed for that wood bridge. This contract provides only for design and, with subsequent City Manager approval, the materials. Installation would be under a later contract with WWSI or another firm.

Total cost of this contract is \$354,300. Installation is currently estimated to cost \$179,000 for a total bridge cost of \$533,000. (This is well below the initial estimate for this structure.)



**Western Wood Structures, Inc.**

PO Box 130  
 Tualatin, Oregon 97062  
 503/692-6900 800/547-5411  
 Fax: 503/692-6434  
 www.westernwoodstructures.com  
 OR : 25152  
 WA: WESTEWS255JB  
 CA : 395054

# PURCHASE AGREEMENT

JOB NO 224056 P.O.# \_\_\_\_\_  
 ORDER DATE 11/14/2022  
 SHIP DATE 1-14 Weeks ARAD

JOB NAME <b>Elevated Boardwalk</b>		JOB LOCATION <b>Wyoming, MI</b>		COUNTY <b>Kent</b>
ARCHITECT		PHONE	ENGINEER	
PHONE		ENGINEER		PHONE
<b>CUSTOMER</b>	<b>City of Wyoming</b>	<b>SHIP TO</b>	<b>DPW Stormwater Pond</b>	
1155 28th St. SW		ATTN <b>Nicole Hofert</b>	2660 Burlingame Ave. SW	
Wyoming, MI 49509-0905		PHONE <b>616-530-3194</b>	Wyoming, MI 49509	
TOTAL SALES PRICE <b>\$ 354,300.00</b>	SALES TAX <b>Not included</b>	SUBMITTALS <b>Yes w/ stamped calcs</b>	F.O.B. <b>Truckbed at Jobsite</b>	
CUSTOMER STREET ADDRESS			RESALE NUMBER	
SOLD PER PLANS & SPECS DATED		ADDENDAS NOTED	TERMS OF SALE <b>See Page 2*</b>	
PER OUR DESIGN <b>Yes</b>	EMAIL	WWS REPRESENTATIVE <b>Jamie Agidius</b>		

Design, Fabricate, Furnish and Deliver the Following Elevated Boardwalk

Design Criteria: Span: 210' out to out  
 Width: 12' Clear Between Rails  
 Pier Spacing: Not to exceed 20'  
 Live Load: 90 PSF  
 GWW: 5000 lbs  
 Pedestrian Rail: 42" high per AASHTO

Lump sum: \$339,100.00\*\*  
 Engineering/stamped shop drawings: \$ 11,800.00  
 Abutment/Pier Design Fee: \$ 3,400.00  
 Total Contract Amount: \$354,300.00

Abutment/Pier design is based on owner provided Geo-tech report. Design price assumes a simply spread footing stem wall design. If deep foundations are required, WWS will need to increase the design fee accordingly.

\*\*Price is based on current market conditions and will be updated prior to placing materials into production.

\*\*\*See Attached Exhibit A: Wyoming City Terms and Conditions

**EXCLUSIONS**

Survey, earthwork, site visits, concrete and form-work.

<b>GLULAM</b>	LUMBER <b>West Coast Douglas Fir</b>	COMB. <b>As Required</b>	APPEARANCE <b>Industrial</b>
GLUE <b>100% Waterproof</b>	CAMBER <b>None</b>	FABRICATION <b>Complete per WWS Shop Drawings</b>	
FINISH	WRAP	TREATMENT <b>CuNap and HI-CLEAR II</b>	LAM CERT <b>APA-EWS</b>
<b>LUMBER</b>		<b>STEEL</b>	<b>ASTM A36. HDG.</b>
<b>PLYWOOD</b>		<b>HARDWARE</b>	<b>ASTM A307. HDG.</b>
<b>TREATMENT</b>		<b>INSTALLATION</b>	<b>Unloading and Installation by others</b> BY <b>jr/zh</b>

This order is subject to all provisions of the Terms of Sale set out on the reverse side of this sheet.

This contract contains all of the term of the agreement between the parties respecting the work, and there is no warranty, either express of implied, and no representation

forming any part of the seller's obligation, excepting only those expressly set out in writing in this contract. It is expressly agreed that no contemporaneous or subsequent conversation, understanding or agreement shall have any force or effect to amend, alter or modify this contract unless reduced to writing and signed by both parties.

**ORDER ACKNOWLEDGMENT - PLEASE SIGN AND RETURN WHITE COPY**

**⚠ DRILLING, SAWING, SANDING, OR MACHINING WOOD PRODUCTS CAN EXPOSE YOU TO WOOD DUST, A SUBSTANCE KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER**

BY (SIGNATURE)	TITLE	DATE
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DRAFT

REVISED

FINAL



**Western Wood Structures, Inc.**

PO Box 130  
 Tualatin, Oregon 97062  
 503/692-6900 800/547-5411  
 Fax: 503/692-6434  
 www.westernwoodstructures.com  
 OR : 25152  
 WA: WESTEWS255JB  
 CA : 395054

# PURCHASE AGREEMENT

JOB NO 224056 P.O.# \_\_\_\_\_

ORDER DATE 11/14/2022

SHIP DATE 1-14 Weeks ARAD

JOB NAME Elevated Boardwalk	JOB LOCATION Wyoming, MI	COUNTY Kent
--------------------------------	-----------------------------	----------------

Lump sum price is for (1) design process. Above sale price includes 25 hours of engineering and 80 hours of detailing. Additional engineering time over the 25 hours will be billed out at \$200/hr. Detailing will be billed out at \$85/hr after the 80 hours is used.

WWS budget labor/equipment to install is \$179,000. Labor estimate will be reviewed and updated once design is complete and site conditions are confirmed.

\*Terms of Sale: 15% Down payment is for the engineering only.  
 15% Down on materials will not take place until City of Wyoming has the funding in place and shop drawings are approved for production. We will invoice the balance of materials once all material has shipped.

We are not a licensed tax collector in the state of said job and that any and all applicable State, County, and Local Use tax is the responsibility of the purchaser.

**EXCLUSIONS**

Survey, earthwork, site visits, concrete and form-work.

This order is subject to all provisions of the Terms of Sale set out on the reverse side of this sheet.  
 This contract contains all of the term of the agreement between the parties respecting the work, and there is no warranty, either express of implied, and no representation

forming any part of the seller's obligation, excepting only those expressly set out in writing in this contract. It is expressly agreed that no contemporaneous or subsequent conversation, understanding or agreement shall have any force or effect to amend, alter or modify this contract unless reduced to writing and signed by both parties.

**ORDER ACKNOWLEDGMENT - PLEASE SIGN AND RETURN WHITE COPY**

DRILLING, SAWING, SANDING, OR MACHINING WOOD PRODUCTS CAN EXPOSE YOU TO WOOD DUST, A SUBSTANCE KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER

BY (SIGNATURE)	TITLE	DATE
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DRAFT

REVISED

FINAL

**Exhibit A: Wyoming CITY CONTRACT TERMS AND CONDITIONS**

These Terms and Conditions apply to the WWSI Purchase Agreement which does not provide for construction, installation, or other on-site work. If WWSI performs or subcontracts with others to perform such work, it will be by a separate, additional contract.

1. Legal Compliance. WWSI 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.
2. Permit Information. WWSI will provide Progressive AE, City's consulting engineer, with necessary drawings, plans, and other information to obtain needed federal, state, and/or county permits to construct and install the bridge in its designated location.
3. Grant Compliance. If state or federal grant funds are identified a source of payment for any part of the project, WWSI cooperate with City to provide invoices and other records needed to comply with grant requirements.
4. Qualifications. WWSI represents and promises that:
  - A. WWSI's design documents will be sealed by an engineer whose license is recognized in Michigan.
  - B. Neither WWSI nor any of WWSI's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have within the last 3-years 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 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 such offenses; or (iv) have within the last 3-years had any public contract terminated for cause or default.
  - C. WWSI is registered on the federal System for Award Management (**SAM**) list and will maintain its good standing on SAMS.
  - D. WWSI (and any related entity) is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, MCL 129.311 *et seq.*
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. Accordingly:
  - A. WWSI in (i) employment actions, and (ii) 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. WWSI will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation and to the extent of their applicability, Title VI of the federal Civil Rights Act of 1964, 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.
  - B. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to WWSI, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) WWSI's ineligibility for future City contracts.
  - C. WWSI will retain and, upon request, provide City copies of all reports and other information that City or a state or federal agency determine are pertinent to ascertain compliance with this provision. If that information is in the sole possession of another who fails or refuses to furnish it, WWSI will so certify to City.
6. Ethical Standards. WWSI and its personnel have not 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 officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than WWSI's personnel, consideration contingent upon the award of this Contract. None of WWSI's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or board/commission member except as already disclosed in writing to City. WWSI will promptly inform City of any change in this circumstance.
7. W-9. Before beginning work, WWSI will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed IRS W-9 form.
8. Intellectual Property. WWSI guarantees the sale or use of any materials provided or the articles, software, copies, records, or other intellectual property used to perform its work under the Contract will not infringe any copyright, patent, trademark, or other intellectual property rights. WWSI 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.
9. Quality. Goods supplied under this Contract will be new, free from defects, and have appropriate certificates of performance.
10. Taxes. Documents showing City is generally exempt from federal and state taxes can be obtained from City's Finance Department.
11. Risk Allocation. WWSI is solely responsible for the bridge design and for selection of the materials to be provided under this Contract. WWSI will hold City and City's officers and employees harmless from, indemnify them for, and defend them against all claims made by persons other than City because of WWSI's design or materials selection. WWSI will reimburse City for or pay in City's stead costs City may incur because of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees due to WWSI's design or materials selection.
12. Insurance. WWSI has will maintain the following insurance and, upon City request, will provide copies of certificates of insurance, policies, and endorsements to City's Purchasing Department.

COMMERCIAL GENERAL LIABILITY – Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal 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 Contractors; (D) Broad Form General Liability Extensions or equivalent.

WORKERS' DISABILITY COMPENSATION – Minimal Limits: \$500,000 per occurrence. Coverage shall be in accordance with applicable statutes. Waiver of subrogation, except where waiver is prohibited by law.

EXCESS/UMBRELLA INSURANCE – If Excess and/or Umbrella policy is used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

13. Records. WWSI will retain copies of all records related to this Contract and the Services for at least 5 years after completion of this Contract, and will, upon City's request, allow inspection, auditing, and copying of all retained records.

RESOLUTION NO. \_\_\_\_

RESOLUTION APPROVING AND DIRECTING THE MAYOR AND CLERK TO SIGN  
CONSUMERS ENERGY AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES –  
PHASE 1A

WHEREAS:

1. The city wishes to construct a pedestrian bridge over 28<sup>th</sup> St SW near Hook Ave SW.
2. Doing so requires relocating (burying) of power and telecommunication lines.
3. Consumers Energy owns and requires that it perform any relocation of power lines.
4. In July of this year, the city contracted with Consumers Energy for design engineering to relocate the power lines and prepaid \$100,000 engineering fee.
5. Consumers Energy has now provided an Agreement for Modifications of Electric Facilities with an estimated cost of \$1,500,000, against which the \$100,000 already paid for design will be applied as a credit.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Agreement for Modifications of Electric Facilities is approved, subject to such changes as may be approved by the Mayor and city attorney.
2. The Mayor and City Clerk are authorized and directed to sign that agreement and all City officers and employees are authorized and directed to take all actions needed to implement that agreement according to its terms.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                              No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on December 19, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## Staff Report

Date: December 13, 2022  
Subjects: Consumers Energy Power Line Burying Contract  
From: Nicole Hofert, Community & Economic Development Director  
Scott Smith, City Attorney  
Meeting Date: December 19, 2022

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### **RECOMMENDATION:**

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign Consumers Energy Agreement for Modifications of Electric Facilities – Phase 1A.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Our community will be improved by the burying of power lines which will enhance the visual quality of the corridor by reducing visual clutter.

Safety – Improvements to and over 28<sup>th</sup> St SW will improve pedestrian safety and the burying of power lines adds resiliency to the utility network by protecting power lines underground.

Stewardship – Consumers will undertake the work in time to prepare the way for construction and installation of the pedestrian/bicycling bridge in late-summer or early-fall of next year.

### **BUDGET IMPACT:**

Funds were set aside from ARPA funds the city received.

### **DISCUSSION:**

A key component to the city center project is the burying of aerial power lines in the city center project area. The burying of power lines is a critical component in the ability to achieve the Form Based Code's reduced lot lines for buildings fronting 28th Street SW and to avoid overhead conflicts with the new pedestrian bridge.

Consumers Energy developed plans for burying the power lines after received the \$100,000 payment from the city in July. Consumers initially estimated the cost for this Phase 1A of the project (roughly around the area of bridge and then east to the Michael/DeHoop intersection with 28<sup>th</sup> St SW) to be \$2,150,000. On Tuesday, December 13, 2022, Consumers indicated the estimate was being revised downward. The revised cost estimates it \$1,500,000.

The \$100,000 paid for the design will be credited against the total cost. The city will pay the actual cost of construction.

We will provide you the updated cost with the revised agreement at the meeting.



AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

Effective Date: 12/14/2022 Notification Number: 1061566496 (Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY a Michigan Corporation

530 W. Willow St Lansing, MI 48909-7662 (Address)

Customer:

CITY OF WYOMING (Name) 1155 28th St. SW (Street and Number) WYOMING, MI 49509-0905 (City, State and Zip Code)

Attention: NICOLE

Service Location: 28TH ST SW WYOMING , Phase 1A, Pedestrian bridge, Trail, and Right-of-Way Improvement

Township WYOMING County KENT Town 06 Range 12 Section 15

Price: \$1,500,000.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

CITY OF WYOMING (Customer)

By (Signature)

By Kent Vanderwood, Mayor

(Print or Type Name)

By Kelli A. VandeBerg, City Clerk

(Date Signed)

Approved as to Form Date:

Title

By Scott G. Smith, City Attorney



**AGREEMENT FOR MODIFICATIONS OF  
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS  
PART II**

1. In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate its aerial electric distribution facilities to underground along 28th St. SW from Hook Avenue to Michael Avenue. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1.6A), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification may be charged to the requesting party.

For the above mentioned activities, all estimated costs are non-refundable and due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. The Price provided in Part I of this Agreement is intended to include, but as indicated in other sections of this Agreement may not include, all project-related costs such as; materials acquisition, construction and installation, permitting, taxes, easement acquisition, site preparation, work outside of normal work hours, and other costs. Customer engineering cost down payment of \$100,000 will be credited against design and construction of these facilities. Consumers will proceed with all reasonable dispatch upon receipt of payment and will endeavor to keep Customer informed of material changes in costs as they are incurred or anticipated. Once Consumers has determined all costs and expenses are accounted for on its books, Consumers will determine its actual work order costs for the modification of its facilities. If the actual work order costs differ from the price stated in Part I, Consumers will adjust the price. If the actual work order costs are less than the payments paid by the Customer, Consumers shall refund the difference to the Customer. If the actual work order costs exceed the payments made by the Customer, Consumers shall invoice the Customer for the difference and the Customer shall pay such invoice by the due date indicated on the invoice. All payments shall be made and sent to:

Consumers Energy  
P.O. Box 740309  
Cincinnati, OH 45274-0309  
RE: Order: xxxxxxxxx

Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at Customer's expense or expense of owner of attached facilities. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Consumers may require a further nonrefundable contribution in addition to that provided for herein, where, in Consumers' judgment, practical difficulties not considered in determining the Customer's cost estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within thirty (30) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.



AGREEMENT FOR MODIFICATIONS OF  
ELECTRIC FACILITIES (NONREFUNDABLE)

TERMS AND CONDITIONS (CONT.)

4. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations. Consumers will endeavor to keep Customer informed of delays as Consumers collaborates with Customer and Customer's engineers, contractors, representatives and agents, to undertake and complete Consumers' work in coordination with the work on Customers pedestrian/bicycle bridge, trail, and right-of-way improvement project.

5. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

- (a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.
- (b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

6. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID UNDER THIS AGREEMENT AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

7. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.



**AGREEMENT FOR MODIFICATIONS OF  
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS (CONT.)**

8. This Agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

9. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

10. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

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

12. Additional Items

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<b>Price of \$1,500,000 less \$100,000 Engineering downpayment leaves balance due of \$1,400,000.</b>

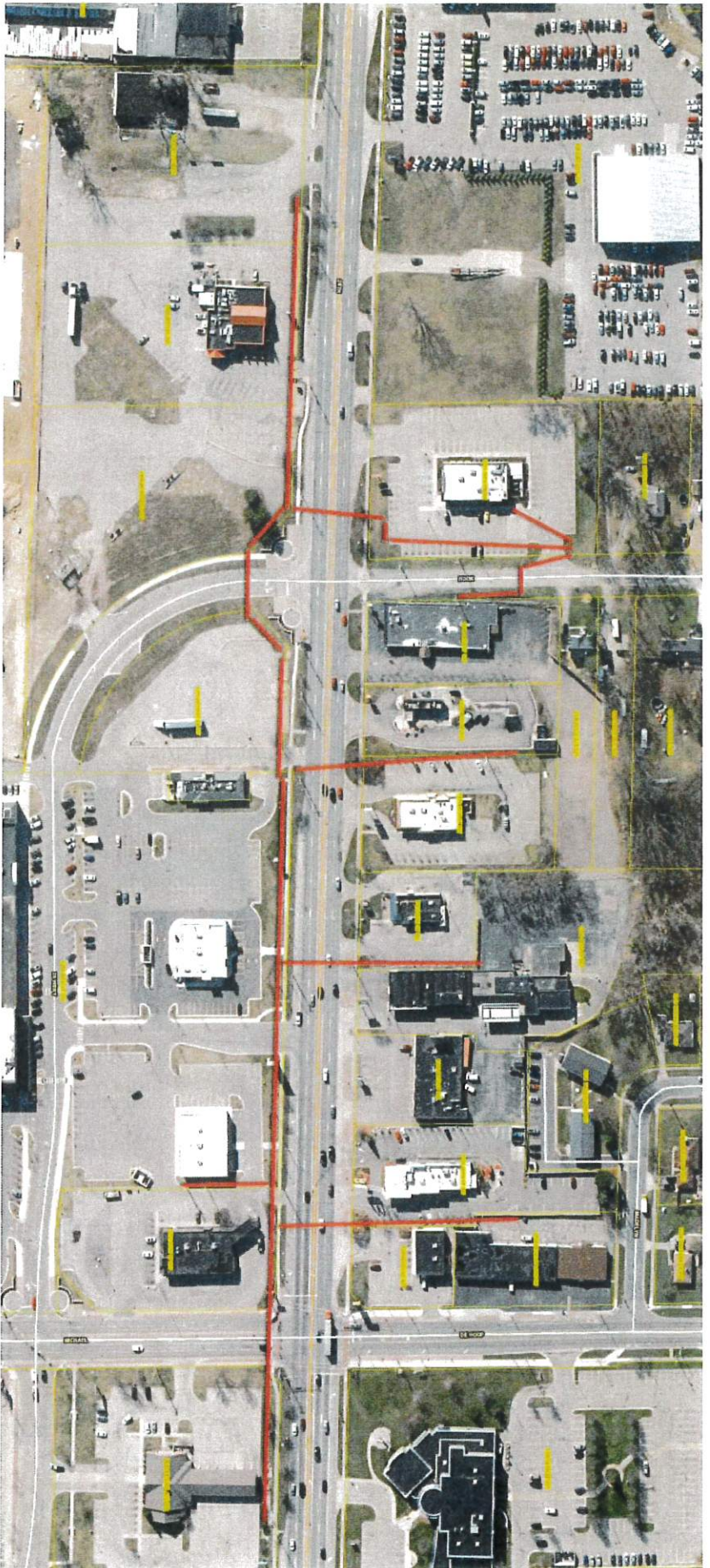
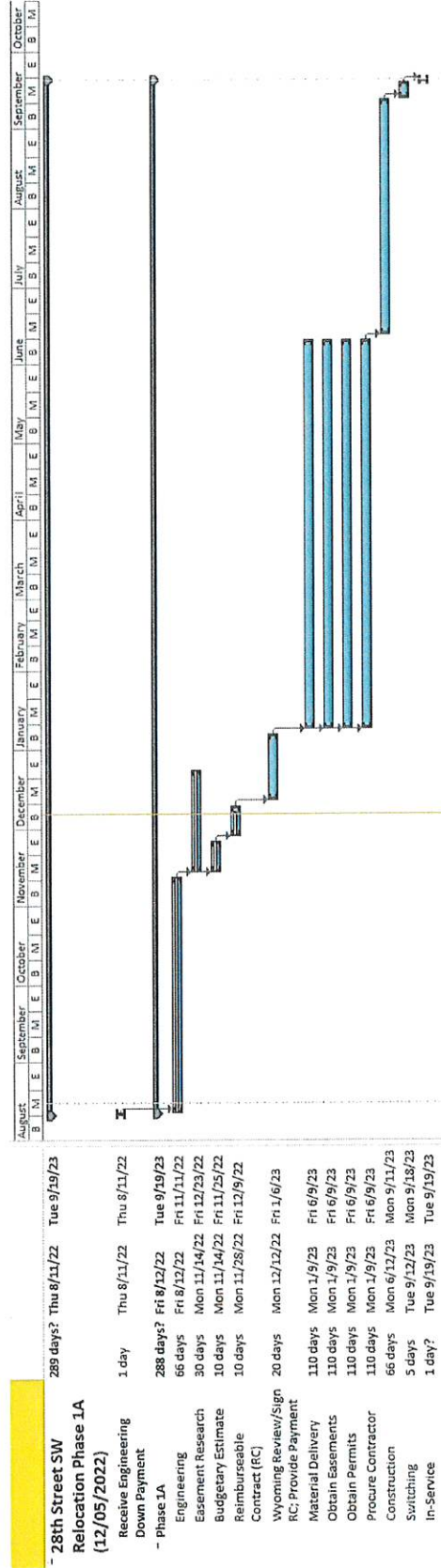


EXHIBIT A

EXHIBIT B

28<sup>TH</sup> Street Relocation Project Phase 1A Preliminary Schedule



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND DIRECTING THE MAYOR AND CLERK TO SIGN 1<sup>ST</sup>  
AMENDMENT TO TRAIL DESIGN CONTRACT WITH PROGRESSIVE AE

WHEREAS:

1. The city has contracted with Progressive AE for design and other professional engineering services needed for its city center project.
2. Additional professional engineering services are needed to address initially unanticipated project complexities and changes in some project circumstances.
3. Progressive AE, Inc. provided a proposal for those additional services

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The 1<sup>st</sup> Amendment to the Trail Design Contract with Progressive AE, Inc is approved and the Mayor and City Clerk are authorized and directed to sign it on the city's behalf. All City officers and employees are authorized and directed to take all actions needed to implement that contract according to its terms.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried     Yes  
                              No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on December 19, 2022.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Contract

Resolution No. \_\_\_\_\_

## Staff Report

Date: December 13, 2022  
Subjects: 28 West Place Property Purchase and Development Agreement  
From: Nicole Hofert, Community & Economic Development Director  
Scott Smith, City Attorney  
Meeting Date: December 19, 2022

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### **RECOMMENDATION:**

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign the 1<sup>st</sup> Amendment to Trail Design Contract with Progressive AE.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Our community will be improved with the creation of a city center with improved pedestrian and cycling access to key community amenities.

Safety – Improvements to and over 28<sup>th</sup> St SW will improve pedestrian and bicycling safety. ADA trails allow for access to all residents in a safe manner and the burying of power lines adds resiliency to the utility network by protecting power lines underground.

Stewardship – Making the pedestrian/bicycling bridge and trail projects “shovel-ready” by completing the design work enhances opportunities to attract federal and state funding and is also a key to using ARPA funds within the deadlines for their use.

### **BUDGET IMPACT:**

Funds were set aside from ARPA funds the city received.

### **DISCUSSION:**

The city center project is requiring design, survey, coordination, engineering, and other consulting services exceeding the scope of the Trail Design Contract and other city center project contracts between the City and Progressive AE. This amendment includes:

- Additional bridge and trail modeling, visuals, and meetings with a private developer outside of the initial project scope;
- Additional utility design work along Michael Avenue, including topographic survey, design, coordination with private utilities, easement descriptions, specifications, and final plans for bidding;
- Design support for new wood bridge proposed over retention pond and connecting Hook Avenue non-motorized trail to Pinery Park trails;
- Geotechnical investigation for wood bridge; and
- Additional Trail 5 design services for alternate route to accommodate ADA trail and new stairs.

Total cost of this amendment is \$110,200.

**1<sup>ST</sup> AMENDMENT TO TRAIL DESIGN CONTRACT**  
**PROGRESSIVE AE, INC.**

This 1<sup>st</sup> Amendment to Trail Design Contract (**1<sup>st</sup> Amendment**) is made as of as of December 19, 2022 (**Effective Date**) and amends the Trail Design Contract dated as of June 21, 2022 between the City of Wyoming (**City**) and Progressive AE, Inc. (**Professional**).

RECITALS

A. City's city center project is requiring design, survey, coordination, engineering, and other consulting services exceeding the scope of the Trail Design Contract and other city center project contracts between City and Professional, particularly requiring the following additional services (**Added Services**):

1. City requested Professional to provide additional modeling, visuals, and meetings with a private developer outside of the initial project scope.
2. Consumers Energy is planning to relocate its aerial power on Michael Ave SW underground as part of its related underground relocation of power lines on 28th St SW to accommodate the pedestrian bridge. The proposed services along Michael Ave SW 740-foot south of 28th St SW include the same level of effort previously provided to achieve the work along 28th St SW, including topographic survey, design, coordination with private utilities, easement descriptions, specifications, and final plans for bidding.
3. City requested a wooden pedestrian bridge to cross a retention pond east of the water tower within the proposed trail network the **wood bridge**). Professional found a trusted partner in Western Wood Structures, Inc. (**WWSI**) City could utilize for this service and will continue to coordinate design details with WWSI as the project is designed. There is additional time and effort to achieve this coordination, including coordination for additional geotechnical work and environmental permitting to support the design. Lastly, City requested native plants to be incorporated into the retention pond design to make the area an educational attraction and help restore a degraded environment.
4. To support the wooden pedestrian bridge design, additional geotechnical work with three soil borings and a report is needed for the structural review of the work which is proposed to be provided by Material Testing Consultants (**MTC**). Per Professional's contracts with City, these costs will be passed through without a markup to City.
5. As the trail design developed, it became evident there was not a cost-effective method to achieve an ADA compliant trail from the retention pond up the Consumers Energy easement toward DeHoop Ave SW as desired by City. This resulted in additional survey and preliminary design work that was outside the scope of Professional's original services. Additionally, City requested stairs along the Consumers Energy area as a more direct connection trail users could consider, which is outside Professional's current scope of services.

B. It is in the best interest of the city center project to engage Professional for the added services to ensure the overall coordination of the project and to meet projected project schedules.

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this 1<sup>st</sup> Amendment, the parties agree:

1. Professional will perform the Added Services for the following additional stipulated sums invoiced at Professional's current Schedule of Invoice Rates attached as **Exhibit A**:

- |   |  |
|---|--|
| A. Pedestrian bridge modeling (A.1 above): \$7,600          | D. Geotechnical investigation for wood bridge (A.4 above): \$5,500 without markup. |
| B. Michael Ave private utility design (A.2 above): \$22,200 | E. Trail 5 alternate routes and stairs (A.5 above): \$24,500                       |
| C. Wood bridge design support (A.3 above): \$50,400         |  |

Total for all Added Services: \$110,200

2. All other terms of the Trail Design Contract remain in full effect.

City and Professional have signed this 1<sup>st</sup> Amendment as of the Effective Date.

**City of Wyoming**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

**Progressive AE, Inc.**

By: \_\_\_\_\_  
William W. Culhane, Principal

Digitally signed by William Walter Culhane  
DN: C=US,  
E=culhaneb@progressiveae.com,  
CN=William Walter Culhane  
Reason: I have reviewed this document  
Date: 2022.12.13 22:43:19-05'00'

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: December 13, 2022

Date signed: December \_\_, 2022

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



## Schedule of Invoice Rates - 2022

### Hourly Staff Charges

Class 10 Personnel:	Principals	\$245/hour
Class 9 Personnel:	Practice Leader, Directors	\$215/hour
Class 8 Personnel:	Senior Architect, Senior Engineer, Senior Project Manager	\$185/hour
Class 7 Personnel:	Senior Project Manager, Senior Architect, Senior Interior Designer, Senior Engineer, Senior Scientist	\$160/hour
Class 6 Personnel:	Construction Superintendent, Engineer II, Project Manager II, Senior Construction Administrator, Senior Technician	\$145/hour
Class 5 Personnel:	Architect II, Construction Administrator, Design Architect I, Engineer II, Project Manager I, Senior Interior Designer, Senior Technician	\$130/hour
Class 4 Personnel:	Architect I, Construction Superintendent, Interior Designer II, Engineer I, GIS Technician, Planner I, Technician II	\$110/hour
Class 3 Personnel:	Executive Assistant, Field Scientist, Graduate Architect, Graduate Engineer, Interior Designer I, Technician I	\$ 90/hour
Class 2 Personnel:	Graduate Interior Designer, Graduate Architect, Project Assistant	\$ 75/hour
Class 1 Personnel:	Interns	\$ 60/hour

### Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 15¢ per square foot; CAD color plotting at 25¢ per square foot; CAD low density color images at 30¢ each; CAD high density color images at 50¢ each; large-format color plotting at \$9 per square foot. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 62.5¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

#### Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at higher rate.
3. Hourly staff charges and expenses subject to change annually.

STD RATE

July 1, 2022

Progressive AE, Inc.

Corporate Office: | 1811 4 Mile Road NE | Grand Rapids, MI 49525 | 616.361.2664 | progressiveae.com

Regional Office: | 330 South Tryon Street, Suite 500 | Charlotte, NC 28202 | 704.731.8080 | progressiveae.com

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.

Items	Recommended Bidder	Cost
Printing and Mailing Services – Utility Bills and Tax Bills	Extend Your Reach	Bid prices as shown on the attached staff report
Printing and Related Services – Wyoming Record	Kent Communications, Inc.	Bid prices as shown on the attached staff report
Water Reliability Study and Asset Management Plan	Prein & Newhof	\$329,000

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 December 19, 2022.

\_\_\_\_\_  
Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:  
Staff Reports  
Contracts

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: December 1, 2022

Subject: Printing and Mailing Services – Utility Bills and Tax Bills

From: Traci Shaffer, Treasurer

Meeting Date: December 19, 2022

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### **RECOMMENDATION:**

It is recommended that the City Council award bids for printing and mailing service of utility bills and tax bills to Extend Your Reach for a three (3) year period ending in December 2025. Below is the annual cost for these services:

- Utility Bills: \$36,597.71
- Tax Bills: \$13,087.77
- Postage: to be sorted for maximum postal discount, estimated at \$70,672.50

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Annually, the Treasurer’s Office mails more than 120,000 Utility Bills and 52,000 Tax Bills to our residents. In addition to informing our customers of their billing details, we utilize these mailings to provide information pertaining to community news and events through The Record, a quarterly newsletter sent with our Utility Bills.

Safety – The Treasurer’s Office is tasked with billing, collection and distribution of tax and utility fees. Our Public Safety department, Clean Water Plant and Water Treatment Plant rely on these funds to create a safe environment and promote health and wellness through proper water treatment. In addition, our City departments and other local taxing authorities rely on these billings and collections to provide proper education, transportation and recreation in our Community.

Stewardship – Rising paper and postage costs have impacted our mailing budget. Combining these services ensures that we are realizing maximum postage discounts to mitigate the increase in costs. Outsourcing management of the printing and mailing of these notices also provides our staff with more time to focus on serving our citizens.

### **DISCUSSION:**

Invitations to bid was distributed to 97 prospective bidders and resulted in three (3) submittals for printing and mailing services.

In reviewing the bid submittals for printing and mailing services, the Extend Your Reach bid came in as the low bidder. Extend Your Reach has provided printing and mailing services for the Treasurer’s Office in the past with excellent service and attention to detail.

**BUDGET IMPACT:**

Combining these services results in an estimated annual savings of approximately \$3,000.00. The result is an estimated increase in the Treasurer/Utility billing budget of approximately \$7,770.00 and a decrease in the postage budget of approximately \$10,800.00. The apportionment of the budget change is as follows:

	Current	Proposed	Net Change
101-201-253.00-727.000	\$ 6,850.00	0	\$ (6,850.00)
101-201-253.00-956.000	\$ 2,170.00	\$ 13,080.00	\$ 10,910.00
101-201-253.00-740.001	\$ 25,670.00	\$ 22,270.00	\$ (3,400.00)
591-591-569.00-727.000	\$ 14,780.00	0	\$ (14,780.00)
591-591-569.00-956.000	\$ 18,110.00	\$ 36,600.00	\$ 18,490.00
591-591-569.00-740.001	\$ 55,800.00	\$ 48,400.00	\$ (7,400.00)
		Net Savings	\$ (3,030.00)

Attachment: Tabulation Sheet



## STAFF REPORT

Date: December 12, 2022

Subject: Printing and Related Services – The Wyoming Record

From: Brianna Pena, Communications Specialist

Meeting Date: December 19, 2022

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### RECOMMENDATION:

It is recommended City Council award the bid for printing and related services for the Wyoming Record for a three year period to the low bid received from Kent Communications, Inc. (KCI).

### COMMUNITY, SAFETY, STEWARDSHIP:

The Wyoming Record is used to engage the community about City events, community development, public safety, and other information. The Wyoming Record also provides the community with other important information including contact information and upcoming meeting schedules.

Each Wyoming Record is one page and two-sided. The Wyoming Record is distributed to the community as a insert with the City’s water and sewer bills, saving the City the cost of a separate mailing.

### DISCUSSION:

Bids were received for the printing and related services for the Wyoming Record on November 29, 2022. Invitations to bid were sent to ninety-seven potential bidders. Nineteen bidders downloaded the bid with KCI, Wolverine Print Solutions and Extend Your Reach submitting bids. The bids received are as shown below:

	January - December 2023		January - December 2024		January - December 2024	
	Total Bid Price Per Month for 7,500	Additional Price for 500	Total Bid Price Per Month for 7,500	Additional Price for 500	Total Bid Price Per Month for 7,500	Additional Price for 500
Kent Communications, Inc.	\$922.99	\$31.07	\$922.99	\$31.07	\$922.99	\$31.07
Wolverine Print Solutions	\$1,015.32	\$67.00	No Bid	No Bid	No Bid	No Bid
Extend Your Reach	\$1,052.10	\$18.90	\$1,052.10	\$18.90	\$1,052.10	\$18.90

It is recommended the City Council award the bid for printing and related services for the Wyoming Record to KCI. KCI submitted the low bid and has demonstrated that they will be able to meet the level of quality we expect based on both their bid and also from our previous experience with them.

### BUDGET IMPACT:

Funds for the printing and related service of the Wyoming Record are budgeted in account number 101-172-17200-900.000. It is estimated the annual expenditure will total approximately \$11,500.00.

**PRINTING AND RELATED SERVICES - WYOMING RECORD CONTRACT**

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

**Recitals**

City requested bids/proposals for the Printing and Related Services of the Wyoming Record 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 November 29, 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:

LEGAL NAME OF COMPANY	_____
Kent Communications, Inc.	_____
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE	_____
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	_____
3901 East Paris Ave. SE	_____
STREET ADDRESS	_____
Grand Rapids, MI 49512	_____
CITY	STATE ZIP CODE

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

**Terms and Conditions**

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

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

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

**City of Wyoming**

**Contractor**

By: \_\_\_\_\_  
Kent VanderWood, Mayor

By: Brian P. Quist  
Signature for Contractor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Brian P. Quist  
Printed Name & Title of Person Signing

Date signed: \_\_\_\_\_

Date signed: 12/8/2022

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney



**STAFF REPORT**

Date: December 8, 2022

Subject: Bid Award – Water Reliability Study and Asset Management Plan

From: Myron Erickson, Director of Public Works  
Aaron Vis, Deputy Director of Public Works

Meeting Date: December 19, 2022

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**RECOMMENDATION:**

It is recommended that the City Council award the Water System Reliability Study and Asset Management Plan bid to Prein & Newhof in an amount not to exceed \$329,000.00 and authorize the Mayor and City Clerk to sign the associated contract.

**COMMUNITY, SAFETY, STEWARDSHIP:**

Detailed water treatment and distribution system information is necessary to meet State requirements and make prudent decisions and investments in City infrastructure, supporting the mission of building community, ensuring safety, and fostering good stewardship.

**DISCUSSION:**

The State of Michigan requires a Water Reliability Study every five years, and updates to Asset Management Plans are periodically necessary. Public Works staff decided to combine these needs into a single bid document for efficacy and efficiency purposes.

A bid specification for a Water Reliability Study and Asset Management Plan was developed and made available to the public via the City e-bidder website. Thirty-four 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:

DLZ	\$89,981.00
Tetra Tech of Michigan, PC	\$156,360.00
Prein- & Newhof	\$329,000.00

Public Works staff evaluated each proposal based on project understanding, project approach, proposer ability and effort, and historical project experience, with the intent of engaging a firm that best meets the State requirements and City needs. This evaluation was done with the understanding that this project will not only meet State requirements, but also provide a core asset management foundation from which decisions for the next twenty years will be made. This type

of work was last done in 2000 by Black & Veatch, from which significant Water Treatment Plant capacity increases and improvements were made.

As a result of this evaluation, staff are recommending that the bid be awarded to Prein & Newhof, whose proposal included a partnership with Black & Veatch to perform the more technical analysis of the transmission mains, water plant, and storage facilities. While every proposer had historical experience working at the Water Treatment Plant, the Prein & Newhof and Black & Veatch team has the best, most recent, and deepest technical expertise within Wyoming's water system. Prein & Newhof, together with Black & Veatch, is currently designing the 3<sup>rd</sup> water transmission main. Black & Veatch has been the engineering firm that designed not only the original Water Treatment Plant and transmission mains, but also every significant improvement since. Therefore, this team has an unmatched perspective of City water infrastructure. Although this team provided the highest not-to-exceed amount, it provided both the lowest (Prein & Newhof) and highest (Black & Veatch) overall hourly rates and had by far the greatest amount of effort (hours) proposed. Neither of the other firms indicated that they would provide the requested detailed analysis (especially of the water plant and transmission system), as evidenced by their proposal costs and level of effort.

Over the next ten years, the City will make significant investments into a third water transmission main, a second raw water intake, and other capital-intensive treatment improvements. It is imperative that these projects be done with a complete, holistic understanding of the entire water system. The Prein & Newhof / Black & Veatch proposal provides this more than any other, and at a cost that is in line with what was budgeted this fiscal year.

**BUDGET IMPACT:**

Sufficient funds have been budgeted in accounts 591-441-56200-956.000, 591-441-56700-956.000, and 591-591-55300-801.000.

**ATTACHMENTS:**

Prein & Newhof Contract



ORDINANCE NO. 23-22

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 8, OF THE CODE OF  
ORDINANCES TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE  
UNION SUITES AT MICHAEL HOUSING PROJECT

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 8 of Code of Ordinances, City of Wyoming, Michigan, to read as follows:

DIVISION 8  
TAX EXEMPTION AND SERVICE CHARGE FOR UNION SUITES AT MICHAEL  
HOUSING PROJECTS

**Sec. 2-310.1. Purpose.**

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of such housing will further related public purposes such as development of the Project to enhance the city.

(c) The Sponsor and Co-owners have offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Project, which will then be owned and operated as detailed in the definition of the Project, to serve low income persons and families and the Co-owners have offered to pay the city on account of the Project an annual service charge for public services in lieu of all *ad valorem* property taxes.

**Sec. 2-310.2. Definitions.**

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of the Project for rent or occupancy charges, exclusive of Utilities charges.

(d) *Co-owner I* means Union Suites at Michael Limited Dividend Housing Association LLC.

(e) *Co-owner II* means Union Suites at Michael II Limited Dividend Housing Association LLC.

(f) *Co-owners* means Co-owner I and Co-owner II.

(g) *LIHTC Program* means the Low Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(h) *Low income persons and families* means persons and families eligible to move into a housing project.

(i) *Mortgage Loans* means the loans that are federally-aided (as defined in section 11 of the Act) or loans or grants made or to be made by the Authority to the Sponsor and/or Other Owner for the acquisition, construction, and/or permanent financing of the Project on the Project Property and secured by mortgages on all or parts of the Project.(j) *Project* means the housing project for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsor and Co-owners, subject to income and rent restrictions under the LIHTC Program and Mortgage Loans, to consist of a 3-unit condominium project to be acquired and constructed by the Sponsor. Co-owner I will own Condominium Units 1 and 2. Co-owner II will own Condominium Unit 3.

(1) Condominium Unit 1 includes a renovation of the existing approximately 50+ year old, 80,000 square foot office building into an adaptive reuse apartment building with 68 apartments.

(2) Condominium Unit 2 entails construction of 30 senior and family townhome units, one of which will be a single-story ADA townhome.

(3) Condominium Unit 3 will be an attached addition to Condominium Unit 1 to include 52 apartments.

(4) The combined building consisting of Condominium Units 1 and 3 will have a community room, library, workout facility, mail room, coffee café, hair salon, and leasing office for the use only of the residents of all 3 condominium units.

(5) All apartment and townhome units will be visitable units, with in-unit washer and dryer, full oven, dishwasher and garbage disposal.

(6) The Project will include on-site parking spaces to meet zoning requirements and will include construction of a shelter at the existing bus stop on Michael Ave SW.

(7) There will be 1.68 acres of open space that will be improved with a paved walking path, sitting area, and outdoor cooking area.

(8) The project will be developed generally in accordance with the site layout and building elevations prepared by Nederveld labeled "3566 Michael Avenue SW," Project No. 19400478, Sheet Nos. C-100, C-201, C-203, C-205, C-210, C-300, C-400, C-500, and L-200, Revision date 04.02.20, subject to such changes as may be (i) required by planning, zoning, construction code and other governmental permits and approvals or (ii) approved by the City Council of the city.

(k) *Project Property* means the following described approximately 7.3 acres of real property including the vacant approximately 76,362 square foot office building currently located on it:

PART SW 1/4 SE 1/4 COM AT S 1/4 COR TH N 0D 00M ALONG N&S 1/4 LINE 40 FT TH S 88D 01M 13S E PAR WITH S SEC LINE 40 FT TO BEG OF THIS DESC - TH N 0D 00M ALONG E LINE OF MICHAEL AVE 796.33 FT TO A PT 495 FT S FROM S 1/8 LINE TH S 87D 57M 59S E PAR WITH S 1/8 LINE 287.30 FT TO W LINE OF ALBERT REALTORS WYOMING PLAT TH S 0D 01M 01S W 139.60 FT TO SW COR OF LOT 30 OF SD PLAT TH N 87D 57M 59S W 15 FT TH S 0D 01M 01S W 60 FT TH S 87D 57M 59S E 15 FT TH S 0D 01M 01S W 120.95 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 45 FT TH S 87D 57M 59S E 102.5 FT TH S 0D 01M 01S W 423.31 FT TO N LINE OF 36<sup>TH</sup> ST TH N 88D 01M 13S W ALONG SD N LINE 437.05 FT TH S 0D 00M 7 FT TH N 88D 01M 13S W 55 FT TO BEG \* SEC 14 T6N R12W

(l) *Sponsor* means Union Suites LLC and any entity that receives or assumes a Mortgage Loan for the Project on the Property.

(m) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsor.

**Sec. 2-310.3. Property Tax Exemption.**

(a) Pursuant to section 15a of the Act, from the time construction of the Project begins the Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that the Project remains subject to income and rent restrictions, but not longer than 50 years.

**Sec. 2-310.4. Annual Service Charge.**

(a) To the extent permitted by law, there shall be paid by the owner of each condominium unit comprising the Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 1.0% of the Annual Shelter Rent collected for that condominium unit during each operating year. The annual service charge in lieu of ad valorem property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in which Annual Shelter Rents are first collected shall be equal to the ad valorem tax on that portion of the Project Property in the calendar year before construction of the Project began.

(b) The annual service charge in lieu of taxes for each operating year of the Project shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement among the Sponsor, Co-owners and the city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of the Project that is tax exempt but is occupied by other than low income persons or families shall be equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

**Sec. 2-310.5. Contractual Effect of Ordinance.**

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city, the Sponsor and Co-owners, with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is created and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority, the Sponsor, and Co-owners are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on \_\_\_\_\_.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on December 19, 2022.

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Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 23-22  
Introduced: 11.21.2022  
Adopted: 12.19.2022

## STAFF REPORT

Date: November 14, 2022  
Subject: Payment in Lieu of Taxes for Apartments for Union Suites at Michael Housing Project  
From: Scott Smith, City Attorney  
Meeting Date: December 19, 2022

### **RECOMMENDATION:**

Approve Ordinance No. 23-22 entitled, “Ordinance to Amend Chapter 2, Article Iv, Division 8 of the Code of Ordinances to Provide for a Service Charge in Lieu of Taxes for the Union Suites at Michael Housing Project.”

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Community is enhanced by the development of housing opportunities for persons of all ages and incomes and for reuse of vacant buildings.

Safety – Well developed housing projects can enhance safe housing opportunities for seniors and others.

Stewardship – This is an amendment to a previously adopted ordinance to reflect some changes in the project needed to obtain MSHDA financing.

### **BUDGET IMPACT:**

There is no additional tax loss resulting from this amendment to accommodate changes required by MSHDA financing.

### **DISCUSSION:**

When the developers sought MSHDA financing, it was learned two loans would be needed and that the loans would be made to separate entities. This revised ordinance reflects that change and some corresponding changes to the description of the project.

The MSA is also being amended. The amended MSA will be provided for your consideration with the second reading of this ordinance.

ORDINANCE NO. 24-22

ORDINANCE TO AMEND CHAPTER 50, ARTICLE IX, DIVISION 4, OF THE CODE OF ORDINANCES INCORPORATING AMENDMENTS TO MICHIGAN'S YOUTH TOBACCO ACT FROM 2019 AND 2022

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 50, Article IX, Division 4 of the Code of the City of Wyoming, Michigan, is amended to read as follows:

**ARTICLE IX. DIVISION 4. TOBACCO, VAPOR AND ALTERNATIVE NICOTINE PRODUCTS**

**Sec. 50-380. Furnishing tobacco products, vapor products or alternative nicotine products to person under 21 years of age.**

(1) No person shall knowingly, or upon failure to make diligent inquiry, sell, give or furnish tobacco products, vapor products, or alternative nicotine products to a person under 21 years of age, including through a vending machine. A person who violates this subsection is guilty of a misdemeanor punishable by a fine as follows:

(a) For a first offense, not more than \$100.00.

(b) For a second or subsequent offense, not more than \$500.00.

(2) Subsection (1) does not apply to the handling or transportation of tobacco products, vapor products, or alternative nicotine products by a person under 21 years of age under the terms of the person's employment.

**Sec. 50-381. Prohibited conduct by persons under 21 years of age for tobacco products.**

(1) A person under 21 years of age shall not do any of the following:

(a) Purchase or attempt to purchase a tobacco product.

(b) Possess or attempt to possess a tobacco product.

(c) Use a tobacco product in a public place.

(d) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a vapor product or alternative nicotine product.

(2) An individual who violates subsection (1) is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation. Pursuant to a probation order, the court may also require an individual who violates subsection (1) to participate in a health promotion and risk reduction assessment program, if available. In addition, an individual who violates subsection (1) is subject to the following:

(a) For the first violation, the court may order the individual to do 1 of the following:

(i) Perform not more than 16 hours of community service.

(ii) Participate in a health promotion and risk reduction assessment program.

(b) For a second violation, in addition to participation in a health promotion and risk reduction assessment program, the court may order the individual to perform not more than 32 hours of community service.

(c) For a third or subsequent violation, in addition to participation in a health promotion and risk reduction assessment program, the court may order the individual to perform not more than 48 hours of community service.

(d) An individual who is ordered to participate in a health promotion and risk reduction assessment program under subsection (2) is responsible for the costs of participating in the program.

**Sec. 50-382. Prohibited conduct by persons under 21 years of age for vapor products or alternative nicotine products.**

(1) Subject to subsection (3), a person under 21 years of age shall not do any of the following:

(a) Purchase or attempt to purchase a vapor product or alternative nicotine product.

(b) Possess or attempt to possess a vapor product or alternative nicotine product.

(c) Use a vapor product or alternative nicotine product in a public place.

(d) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a vapor product or alternative nicotine product.

(2) An individual who violates subsection (1) is responsible for a municipal civil infraction or guilty of a misdemeanor as follows:

(a) For the first violation, the individual is responsible for a civil infraction and shall be fined not more than \$50.00. The court may order the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 16 hours of community service.

(b) For the second violation, the individual is responsible for a civil infraction and shall be fined not more than \$50.00. The court may order the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 32 hours of community service.

(c) If a violation of subsection (1) occurs after 2 or more prior judgments, the individual is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation. Pursuant to a probation order, the court may also require the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 48 hours of community service.

(3) Subsection (1) does not apply to the handling or transportation of a vapor product, or alternative nicotine product by a person under 21 years of age under the terms of the person's employment.

(4) This section does not prohibit an individual from being charged with, convicted of, or sentenced for any other violation of law that arises out of the violation of this section.

**Sec. 50-383 Noninterference with right of parent or guardian.**

This division does not interfere with the right of a parent or legal guardian in the rearing and management of his or her minor children or wards within the bounds of his or her own private premises.

**Sec. 50-384 Definitions.**

As used in this division:

- (a) "Alternative nicotine product" means a noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include a tobacco product, a vapor product, food, or a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.
- (b) "Person who sells vapor products or alternative nicotine products at retail" means a person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products or alternative nicotine products.
- (c) "Person who sells tobacco products at retail" means a person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to state sales tax.
- (d) "Public place" means a public street, sidewalk, or park or any area open to the general public in a publicly owned or operated building or public place of business.
- (e) "Tobacco product" means a product that contains tobacco and is intended for human consumption, including, but not limited to, a cigarette, noncigarette smoking tobacco, or smokeless tobacco, as those terms are defined in section 2 of the tobacco products tax act, 1993 PA 327, MCL 205.422, and a cigar.
- (f) "Use a tobacco product, vapor product, or alternative nicotine product" means to smoke, chew, suck, inhale, or otherwise consume a tobacco product, vapor product, or alternative nicotine product.
- (g) "Vapor product" means a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking. Vapor product includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and a vapor cartridge or other container of nicotine or other substance in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Vapor product does not include a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

**Secs. 50-385—50-399. Reserved.**

Section 2. That this ordinance shall take effect on \_\_\_\_\_, 2023.

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

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Kelli A. Vandenberg  
Wyoming City Clerk

## STAFF REPORT

Date: November 1, 2022  
Subject: Chapter 50 Article IX Division 4 Tobacco Amendments  
From: Heather Chapman, Assistant City Attorney  
Scott Smith, City Attorney

Meeting Date: December 19, 2022

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### **RECOMMENDATIONS:**

Introduce the Ordinance to Amend Chapter 50, Article IX, Division 4, Section 50-380 and add Sections 50-381 through 50-384 of the Code of Ordinances for final reading.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Community – Community is supported by updating the city’s code to reflect changes in state law regarding tobacco, tobacco products, other nicotine alternative products, and vapor products, and the exposure to persons under 21 years of age.

Safety – Safety is advanced by protecting persons under 21 years of age from tobacco, nicotine alternative products and vapor products.

Stewardship – Ensuring consistency with state law avoids costly confusion and misunderstandings.

### **BUDGET IMPACT:**

The proposed amendments will not impact the budget.

### **DISCUSSION:**

2019 PA17, 2019 PA18, and 2022 PA167 amended Michigan’s Youth Tobacco Act to include nicotine alternative products and vapor products and raised the legal age for acquiring and using those products from 18 years to 21 years old. This ordinance amendment will make the city ordinance compatible with state law.

The Department of Public Safety reviewed this proposed amendment and supports it.

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**Division 4. — TOBACCO, VAPOR AND ALTERNATIVE NICOTINE PRODUCTS**

**Sec. 50-380. Furnishing tobacco products, vapor products or alternative nicotine products to person under 21 years of age.~~minor.~~**

(1) No person shall knowingly, or upon failure to make diligent inquiry, sell, give or furnish tobacco products, vapor products, or alternative nicotine products to a person under 21 years of age, including through a vending machine, cigarettes, cigars, chewing tobacco, tobacco snuff or tobacco in any other form to a person under 18 years of age. A person who violates this subsection is guilty of a misdemeanor punishable by a fine as follows:

(a) For a first offense, not more than \$100.00.

(b) For a second or subsequent offense, not more than \$500.00

(2) Subsection (1) does not apply to the handling or transportation of tobacco products, vapor products, or alternative nicotine products by a person under 21 years of age under the terms of the person's employment.

**Sec. 50-381. Prohibited conduct by persons under 21 years of age for tobacco products.**

(1) A person under 21 years of age shall not do any of the following:

(a) Purchase or attempt to purchase a tobacco product.

(b) Possess or attempt to possess a tobacco product.

(c) Use a tobacco product in a public place.

(d) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a vapor product or alternative nicotine product.

(2) An individual who violates subsection (1) is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation. Pursuant to a probation order, the court may also require an individual who violates subsection (1) to participate in a health promotion and risk reduction assessment program, if available. In addition, an individual who violates subsection (1) is subject to the following:

(a) For the first violation, the court may order the individual to do 1 of the following:

(i) Perform not more than 16 hours of community service.

(ii) Participate in a health promotion and risk reduction assessment program.

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(b) For a second violation, in addition to participation in a health promotion and risk reduction assessment program, the court may order the individual to perform not more than 32 hours of community service.

(c) For a third or subsequent violation, in addition to participation in a health promotion and risk reduction assessment program, the court may order the individual to perform not more than 48 hours of community service.

(d) An individual who is ordered to participate in a health promotion and risk reduction assessment program under subsection (2) is responsible for the costs of participating in the program.

**Sec. 50-382. Prohibited conduct by persons under 21 years of age for vapor products or alternative nicotine products.**

(1) Subject to subsection (3), a person under 21 years of age shall not do any of the following:

(a) Purchase or attempt to purchase a vapor product or alternative nicotine product.

(b) Possess or attempt to possess a vapor product or alternative nicotine product.

(c) Use a vapor product or alternative nicotine product in a public place.

(d) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a vapor product or alternative nicotine product.

(2) An individual who violates subsection (1) is responsible for a municipal civil infraction or guilty of a misdemeanor as follows:

(a) For the first violation, the individual is responsible for a civil infraction and shall be fined not more than \$50.00. The court may order the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 16 hours of community service.

(b) For the second violation, the individual is responsible for a civil infraction and shall be fined not more than \$50.00. The court may order the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 32 hours of community service.

(c) If a violation of subsection (1) occurs after 2 or more prior judgments, the individual is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation. Pursuant to a probation order, the court may also require the individual to participate in a health promotion and risk reduction assessment program, if available. In addition, the court may order the individual to perform not more than 48 hours of community service.

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(3) Subsection (1) does not apply to the handling or transportation of a vapor product, or alternative nicotine product by a person under 21 years of age under the terms of the person's employment.

(4) This section does not prohibit an individual from being charged with, convicted of, or sentenced for any other violation of law that arises out of the violation of this section.

### **Sec. 50-383 Noninterference with right of parent or guardian.**

This division does not interfere with the right of a parent or legal guardian in the rearing and management of his or her minor children or wards within the bounds of his or her own private premises.

### **Sec. 50-384 Definitions.**

As used in this division:

(a) "Alternative nicotine product" means a noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include a tobacco product, a vapor product, food, or a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360ff-7.

(c) "Person who sells vapor products or alternative nicotine products at retail" means a person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products or alternative nicotine products.

(d) "Person who sells tobacco products at retail" means a person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to state sales tax.

(e) "Public place" means a public street, sidewalk, or park or any area open to the general public in a publicly owned or operated building or public place of business.

(f) "Tobacco product" means a product that contains tobacco and is intended for human consumption, including, but not limited to, a cigarette, noncigarette smoking tobacco, or smokeless tobacco, as those terms are defined in section 2 of the tobacco products tax act, 1993 PA 327, MCL 205.422, and a cigar.

(g) "Use a tobacco product, vapor product, or alternative nicotine product" means to smoke, chew, suck, inhale, or otherwise consume a tobacco product, vapor product, or alternative nicotine product.

(h) "Vapor product" means a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking. Vapor product includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and a vapor cartridge or other container of nicotine or

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other substance in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Vapor product does not include a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360ff-7.

(Ord. No. -22)(Ord. No. 15-00, § 1, 9-18-00)

**Secs. 50-38~~51~~—50-399. Reserved.**