

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**TUESDAY, JANUARY 2, 2024, 7:00 P.M.**

**1) Call to Order**

**2) Invocation**

*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 18, 2023 Regular Meeting and Closed Session

**7) Approval of Agenda**

**8) Public Hearings**

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

**7:01 p.m.** To Receive Comment on the City of Wyoming 2024-2028 Five-Year  
Parks & Recreation Plan

**9) Public Comment on Agenda Items**

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

**10) Presentations and Proclamations**

a) Presentations

b) Proclamations

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

**14) Consent Agenda**

**15) Resolutions**

a) To Adopt the City of Wyoming Parks and Recreation 5-Year Master Plan 2024-2028

b) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 41)

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

- c) To Approve Final Payment for the 4940 Riverfield Drive Floodway Excavation Project
- d) To Award a Bid for Cured-in-Place Pipe Lining to Waste Recovery Systems, Inc.
- e) To Accept a Proposal from Fisher Door & Hardware, Inc. for Entry Door Replacements for the Police Garages
- f) For the Purchase of Getac Tablets

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

*This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.*

**20) Closed Session** (as necessary)

**21) Adjournment**

*The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.*

*Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either [Clerk\\_info@wyomingmi.gov](mailto:Clerk_info@wyomingmi.gov) or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.*

*Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o [Clerk\\_info@wyomingmi.gov](mailto:Clerk_info@wyomingmi.gov) al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.*

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

RESOLUTION TO ADOPT THE CITY OF WYOMING PARKS AND RECREATION  
5-YEAR MASTER PLAN 2024-2028

WHEREAS:

1. The City of Wyoming has undertaken a planning process to determine the park and recreation needs and desires of its residents during a five-year period covering 2024-2028.
2. The City of Wyoming began the process of developing a Parks and Recreation Five-Year Master Plan in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities.
3. Residents of the City of Wyoming were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions and discuss all aspects of the Parks and Recreation Five-Year Master Plan.
4. The public hearing was held on January 2, 2024, at Wyoming City Hall, 1155 28<sup>th</sup> St SW, to provide opportunity for all residents of the City of Wyoming to express opinions, ask questions and discuss all aspects of the Parks and Recreation Five-Year Master Plan.
5. After the public hearing, the Wyoming City Council voted to adopt said Parks and Recreation 5-Year Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby adopts the City of Wyoming Parks and Recreation Five-Year Master Plan, 2024-2028.

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 January 2, 2024.

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

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

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

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

WHEREAS:

1. The 62-A District Court requested the amount of \$130,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept \$130,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of \$130,000 from the Veterans Service Millage [County of Kent].
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the Veterans Affairs Committee [County of Kent].
3. The Wyoming City Council hereby authorizes the attached budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                     No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 2, 2024.

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

ATTACHMENTS:

Budget Amendment

Staff Report

Joint Endeavor Agreement

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



**STATE OF MICHIGAN**



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

PABLO CORTES  
CHIEF JUDGE

STEVEN M. TIMMERS  
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN  
COURT ADMINISTRATOR

COURTNY CARDOSA  
DEPUTY COURT ADMINISTRATOR

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**MEMORANDUM – STAFF REPORT**

December 22, 2023

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

RE: Veterans Treatment Court – Michigan Veterans Treatment Court Grant

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Recommendation:

It is recommended that the City Council accept the amount of \$130,000.00 from the Kent County Veterans Millage to be utilized towards the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

Overview of Program:

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

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

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

Budget Amendment:

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

**AMENDMENT OF AGREEMENT  
FOR THE PROVISION OF KENT COUNTY VETERANS TREATMENT COURT SERVICES**

**THIS AMENDMENT OF AGREEMENT** is made between the County of Kent, a Michigan municipal corporation (the "County"), with a principal place of business at County Administration Building 300 Monroe Avenue, NW, Grand Rapids, MI 49503-2206, 62A District Court, 2650 DeHoop Avenue SW, Wyoming Michigan 49509, (the "District Court"), and the City of Wyoming, Michigan with a principal place of business at 2650 DeHoop Avenue SW, Wyoming Michigan 49509 (the "City").

WHEREAS, the County, the District Court, and the City entered into an agreement for the provision of Specialized Veteran Treatment Court services on or about May 9, 2023 (the "Agreement"); and

WHEREAS, the Agreement was extended by agreement of the parties and is now set to expire on September 30, 2024; and

WHEREAS, the parties have agreed to amend the terms of the Agreement as follows:

Section 3 shall be amended to read as follows:

In consideration of the services to be rendered by the District Court under this Agreement, the County agrees to pay to the City a total sum of one hundred thirty thousand dollars (\$130,000.00). Payment shall be made in quarterly installments of thirty-two thousand five hundred dollars (\$32,500.00) at the conclusion of each of the four calendar quarters covered by this Agreement, as extended; meaning December 31, 2023, March 31, 2024, June 30, 2024, and September 30, 2024. The County shall pay within thirty days of receipt of a detailed request for reimbursement, including statistics required in Exhibit A-1 of the original Agreement. The City will use the funds paid by the County to fund the services provided by the District Court.

In all other respects the Agreement, as extended, shall remain unchanged.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES FOLLOW ON NEXT PAGE

In witness whereof, each party to this Agreement has caused it to be executed on the date(s) indicated below. This agreement is effective upon the execution of the final signature required by this Agreement.

County of Kent

By: Calvin Brinks

Cal Brinks  
Purchasing Manager

Date: 12/13/2023 | 3:27 PM EST

Approved as to form:

Linda Howell

Linda S. Howell  
Corporate Counsel

City of Wyoming

By: John Shay

John Shay  
City Manager

Date: 12/13/2023 | 3:16 PM EST

62A District Court

By: Chris Kittman

Chris Kittman  
62A District Court Administrator

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

RESOLUTION TO APPROVE FINAL PAYMENT FOR THE  
4940 RIVERFIELD DRIVE FLOODWAY EXCAVATION PROJECT

WHEREAS:

1. City Council awarded the bid for the 4940 Riverfield Drive Floodway Excavation project on October 16, 2023, via Resolution number 27879.
2. As detailed in the attached staff report, additional work was requested for the project increasing the total cost by \$650.00.
3. It is recommended the City Council approve final payment in the amount of \$20,150.00 to Georgetown Construction Co.
4. Funds are available in the capital outlay storm sewer account number 400-441-45200-972.452, and this project was approved with a contingency to cover such additional costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve final payment of \$20,150.00 to Georgetown Construction Co. for the 4940 Riverfield Drive Floodway Excavation project.

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 January 2, 2024.

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

ATTACHMENTS:

Staff Report

Invoice

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

## STAFF REPORT

Date: December 18, 2023

Subject: 4940 Riverfield Drive Floodway Excavation Project – Final Payment

From: Grant Simons, Civil Engineer

Date of Meeting: January 2, 2024

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### **RECOMMENDATION:**

It is recommended that the City Council approve final payment of \$20,150.00 to Georgetown Construction Co. for the 4940 Riverfield Drive Floodway Excavation Project.

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

Reliable stormwater infrastructure is critical for proper drainage and the protection of homes, businesses, and services during flood events. Current stormwater design standards require installation of floodways (overflow routes) to prevent flooding of structures when storm sewers are overwhelmed. Prior to this project, 4940 Riverfield Drive did not have a floodway, and a heavy rain during spring 2023 resulted in basement flooding.

### **DISCUSSION:**

On October 16, 2023, the City of Wyoming awarded a contract for the 4940 Riverfield Drive Floodway Excavation project to Georgetown Construction Co. The project is now complete, but modifications during construction added \$650.00 to the original construction cost. The additional work is within the planned contingency amount, so a budget amendment is not necessary. The final payment of \$20,150.00 can be made to Georgetown Construction with Council approval.

### **BUDGET IMPACT:**

There is sufficient money in the capital outlay storm sewer account number 400-441-45200-972.452 for the addition to the 4940 Riverfield Drive Floodway Excavation project contract.

# **Georgetown Construction Co.**

6601 Wilshire Dr. ~ Jenison, MI 49428 ~ (616) 669-6000 ~ Fax: (616) 669-6391

DATE 12/11/2023

INVOICE # 23-102

## INVOICE

NAME City of Wyoming  
ADDRESS 1155 28<sup>th</sup> St.  
P.O. Box 905  
Wyoming, MI 49509-0905

4940 Riverfield Drive Floodway Excavation Project

Contract amount \$19,500.00  
Replace casting \$ 650.00

TOTAL AMOUNT DUE \$20,150.00

TERMS: NET 15 DAYS

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

RESOLUTION TO AWARD A BID  
FOR CURED-IN-PLACE PIPE LINING  
TO WASTE RECOVERY SYSTEMS, INC.

WHEREAS:

1. On Tuesday, December 19, 2023, the City received five bids for Cured-In-Place Pipe Lining.
2. The Public Works Department recommends that the City Council award the bid for cured-in-place pipe lining to the low bidder, Waste Recovery Systems, Inc. for fiscal year 2024 at the unit cost of \$42.00 per linear foot ( LF) for 8” lines, the unit cost of \$46.00 per LF for 10” lines, the unit cost of \$52.00 per LF for 12” lines, the unit cost of \$65.00 per LF for 15” lines, the unit cost of \$95.00 per LF for 18” lines, the unit cost of \$155.00 per LF for 21” lines, the unit cost of \$170.00 per LF for 24” lines, the unit cost of \$217.00 per LF for 27” lines, and the unit cost of \$205.00 for each protruding tap removal.
3. The Public Works Department anticipates spending approximately \$250,000 for cured-in-place pipe lining in fiscal year 2024. Sufficient funds are available in the Major Street, Local Street and Sewer Fund Accounts, 202-441-46300-930.000, 203-441-46300-930.000, and 590-441-54400-972.544.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for Cured-In-Place Pipe Lining to Waste Recovery Systems, Inc. for fiscal year 2024.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for Cured-In-Place Pipe Lining.

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 January 2, 2024.

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

ATTACHMENTS:

Staff Report

Contract Form – Waste Recovery Systems, Inc.

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

## STAFF REPORT

Date: December 19, 2023  
Subject: Bid Award – Cured-In-Place Pipe Lining  
From: Jodie Theis, Public Services Supervisor  
Meeting Date: January 2, 2024

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### RECOMMENDATION:

The Public Works Department recommends that the City Council award the bid for cured-in-place pipe lining to the low bidder, Waste Recovery Systems, Inc. for fiscal year 2024 at the unit prices listed on the Bid Tabulations shown below. It is also recommended that the City Council authorize the Mayor and City Clerk to execute the contract.

### COMMUNITY, SAFETY, STEWARDSHIP:

Cured-in-place pipe lining reduces the infiltration of ground water into the sanitary sewer system, thereby reducing the amount of “clean” groundwater which would otherwise be treated at the Clean Water Plant. Cured-in-place pipe lining also limits root intrusion into the sanitary and storm sewer systems and reduces the potential for environmental problems caused by sewer backups and overflows. It reduces the risk of sewer problems and decreases the additional costs that occur during emergency repairs.

### DISCUSSION:

Cured-in-place pipe lining is a trenchless technology that does not require excavation to rehabilitate a pipeline that is either leaking or structurally unsound. A resin-saturated felt tube is inverted or pulled through a manhole into a damaged pipe. Because no digging is involved, this process is more cost-effective and less disruptive than having to replace the pipe section.



On December 19, 2023, the City received five bids for cured-in-place pipe lining. Invitations to bid were sent to thirty-seven bidders and bid specifications were picked up by eight pre-qualified bidders. Waste Recovery Systems submitted the lowest bid. Although their rates are slightly higher for the three largest diameters of pipe, their overall cost structure represents the lowest because we line far more smaller diameter pipes than the larger diameter. The unit cost of \$42.00 per linear foot ( LF) for 8” lines is an increase of 11%, the unit cost of \$46.00 per LF for 10” lines is an increase of 10%, the unit cost of \$52.00 per LF for 12” lines is an increase of 11%, the unit cost of \$65.00 per LF for 15” lines is an increase of 16%, the unit cost of \$95.00 per LF for 18”

lines is an increase of 13%, the unit cost of \$155.00 per LF for 21” lines is an increase of 12%, the unit cost of \$170.00 per LF for 24” lines is an increase of 13%, the unit cost of \$217.00 per LF for 27” lines is an increase of 12%, and the unit cost of \$205.00 for each protruding tap removal is an increase of 5% from the previous bid for fiscal year 2023.

The Public Works Department anticipates spending approximately \$250,000 for cured-in-place pipe lining in fiscal year 2024.

**BUDGET IMPACT:**

Sufficient funds are available in the Major Street, Local Street and Sewer Fund Accounts, 202-441-46300-930.000, 203-441-46300-930.000, and 590-441-54400-972.544.

**BID TABULATIONS:**



TABULATION OF BIDS  
 ON CURED-IN-PLACE PIPE LINING - BID # 2152  
 Opened By The City Clerk On December 19, 2023 At 11:00 a.m.

Cured-In-Place Pipe Lining	Estimated Quantity (LF)	Bidders							
		Corby Energy Services	DVM Utilities	Insituform	Lanzo	Plummer's Environmental Services	Rogue Industrial	SAK Construction	Waste Recovery Systems
8" Unit Price/ L.F.	3,728.10	\$46.00	NO BID	\$47.57	NO BID	\$46.00	NO BID	\$50.00	\$42.00
10" Unit Price/ L.F.	0	\$49.00		\$55.56		\$53.00		\$69.00	\$46.00
12" Unit Price/ L.F.	1,116.20	\$67.00		\$78.81		\$62.00		\$70.50	\$52.00
15" Unit Price/ L.F.	243.5	\$75.00		\$87.96		\$100.00		\$125.00	\$65.00
18" Unit Price/ L.F.	0	\$90.00		\$114.87		\$118.00		\$135.00	\$95.00
21" Unit Price/ L.F.	0	\$125.00		\$130.16		\$129.00		\$175.00	\$155.00
24" Unit Price/ L.F.	0	\$165.00		\$155.16		\$143.00		\$215.00	\$170.00
27" Unit Price/ L.F.	0	\$176.00		\$179.39		\$175.00		\$250.00	\$217.00
Protruding Tap Removal Unit Price (ea.)	10	\$350.00		\$220.00		\$200.00		\$210.00	\$205.00

## CONTRACT FORM

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

### City Standard Contract for Cured-In-Place Pipe Lining

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

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

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

"Contractor" means:

Waste Recovery Systems, Inc.  
LEGAL NAME OF COMPANY

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

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

4750 Clyde Park Ave, SW  
STREET ADDRESS

<u>Wyoming</u>	<u>MI</u>	<u>49509</u>
CITY	STATE	ZIP CODE

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

### Terms and Conditions

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

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

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

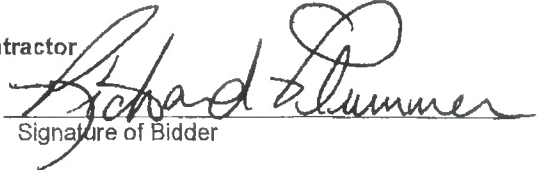
**City of Wyoming**

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

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

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

**Contractor**

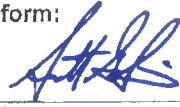
By:   
Signature of Bidder

\_\_\_\_\_  
Rick Plummer  
Printed Name of Bidder

\_\_\_\_\_  
President  
Title

Date signed: 12/5/2023

Approved as to form:

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

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

RESOLUTION TO ACCEPT A PROPOSAL FROM FISHER DOOR & HARDWARE, INC.  
FOR ENTRY DOOR REPLACEMENTS FOR THE POLICE GARAGES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Fisher Door & Hardware, Inc. for the installation of eight entry doors for the police garages in the total estimated amount of \$12,648.00.
2. Funds are available in account number 800-000-57300-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal for entry door replacements for the police garages from Fisher Door & Hardware, Inc. in the total estimated amount of \$12,648.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the 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 January 2, 2024.

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

ATTACHMENTS:  
Staff Report  
Contract/Proposal

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

## STAFF REPORT

Date: December 21, 2023  
Subject: Entry Door Replacements for Police Garages  
From: Troy Rinks, Facilities Maintenance Foreman  
Date of Meeting: January 2, 2024

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### RECOMMENDATION:

It is recommended that the City Council authorize the purchase and installation of eight entry doors at the police garages from Fisher Door & Hardware, Inc. for \$12,648.00.

### COMMUNITY, SAFETY, STEWARDSHIP:

Planned, regular facility upkeep prevents untimely and costly repairs, causes less service disruption, and increases building life expectancy.

### DISCUSSION:

Eight police garages house various police response vehicles, trailers, and other equipment. The steel entry doors on these garages are original, over twenty years old, and have outlived their life expectancy. The excessive wear and tear from a 24/7/365 operation, ice melt, and inclement weather have made these doors rust excessively, causing them to not latch properly and making them less secure.



A replacement specification was created for the entry door replacements for all eight police garage buildings. These specifications were sent to four qualified local contractors with a history of performing work for the city. Three contractors submitted a replacement proposal and are as follows:

Fisher Door & Hardware, Inc.	\$12,648.00
Vander Kodde Construction Co. Inc.	\$13,455.00
S.A. Morman & Co.	\$16,520.00

Upon review of the proposals received, Fisher Door & Hardware, Inc. was found to meet the necessary requirements and provided the lowest price. Therefore, it is recommended the City Council authorize the purchase and installation of these entry doors from Fisher Door & Hardware, Inc. for \$12,648.00.

Once approved from the City Council, it is anticipated that work will be completed by February 2024.

### BUDGET IMPACT:

Sufficient funds have been budgeted in the Capital Projects Revolving Fund, Capital Outlay account 800-000-57300-975.000.

### ATTACHMENT:

Contract Document

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: Fisher Door & Hardware, Inc.  
(Name of contracting entity)  
A Michigan corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
1355 Gezon Parkway SW  
(Contractor's street address)  
Wyoming, MI 49509  
(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: January 3, 2024. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

**TERMS AND CONDITIONS**

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

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

None.

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

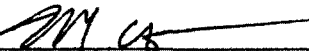
4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. 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

Contractor: Fisher Door & Hardware, Inc.


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

By:   
(Signature officer, director, or principal of Contractor)  
Michael Wertz  
(Typed/Printed Name & Title of Person Signing for Contractor)

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

Date signed: Dec. 20, 2023

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

Approved as to form: 

**EXHIBIT A**  
**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. **Legal Compliance.** Contractor and all Contractor's personnel must comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. **Permits and Inspections.** Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with any grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2023 (it may be updated), that is General Decision No. MI20230088, dated 02/03/2023, <https://sam.gov/wage-determination/MI20230088/1>.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

3. If project costs are \$200,000 or more, HUD Section 3 provisions may require training and employment of low- and very low-income persons. See 24 CFR 75.3(a)(iii) (<https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf>).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. **Qualifications.** Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen

property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

C. If the contract is for a HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants ([https://www.hud.gov/program\\_offices/general\\_counsel/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications)). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and all subcontractors are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

5. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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, sexual orientation, gender identity or expression, 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. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

B. 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, sexual orientation, gender identity or expression, 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., speaking English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

D. 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.

E. 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.

6. **Ethical Standards.** To the best of Contractor's knowledge after reasonable inquiry:

A. Contractor and Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a

direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

B. No owner, director, officer, member, partner, or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify City of any subsequently discovered violation of the standards in this section.

7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

8. Payment to Contractor.

A. Contractor and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at [Acct\\_Info@wyomingmi.gov](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §17. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records, or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark, or other intellectual property rights. Contractor will, without expense to City, defend every action brought against City or City's officers or employees for any alleged infringement of intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or

other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to

address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.

D. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan.

E. In addition to any other remedies to which a party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

**17. Risk Allocation.**

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

**18. Insurance.**

A. Unless otherwise provided in the RFP, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include these extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Coverage afforded to required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>	
Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies).	If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
Coverage is required if the amount stated below is more than \$0.  Amount required \$_____.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance shall be secondary and/or excess.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All-Risk form and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) authorized agents of the foregoing.

**19. General Terms.**

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

**EXHIBIT B  
PROPOSAL**



**DOOR & HARDWARE, INC.**  
 1355 Gezon Parkway, S.W., Wyoming, Michigan 49509  
 Telephone: (616) 249-2200  
 Fax: (616) 249-2220 *FDX*

# Proposal

<b>Date</b>	
12/20/23	

<b>Customer Information:</b>
City of Wyoming

<b>Contact Information</b>
<b>Name:</b> Troy Rinks
<b>Phone:</b>
<b>Cell:</b>
<b>Email:</b>

QTY	DESCRIPTION	
	<b>8 Police Garage Entry Doors</b>	
8	3070 Galvanneal frames with 2" head	
8	3070 Galvanneal doors with LMO prep	
8	Thresholds	
8	Door Sweeps	
8	Weather-strip kits	
	Re-install existing door closers and mortise locks	
	Pre-paint doors and frames with rust inhibiting commercial grade paint -owners specified color	
	Labor to remove existing doorways and install new	
	<b>Total</b>	<b>\$ 12,648.00</b>
	<b>*Quote valid for 30 days after date written</b>	

Proposal accepted by \_\_\_\_\_ Date: \_\_\_\_\_

(A signed copy of this or a purchase order must be received by us in accepting this proposal)

**Proposal submitted by Mike Wertz (616) 249-2200**

**A 2 % monthly service charge will be added to all invoices that are not paid within 30 days of the invoice date**

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

RESOLUTION FOR THE PURCHASE OF GETAC TABLETS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Midwest Public Safety LLC for the purchase of three Getac tablets in the total estimated amount of \$14,666.61 using Sourcewell contract pricing.
2. Funds for the purchase are available in account number 101-258-25800-740.200.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Midwest Public Safety LLC for the purchase of three Getac tablets in the total estimated amount of \$14,666.61.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 2, 2024.

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

ATTACHMENTS:

Staff Report

Contract/Quote

## STAFF REPORT

Date: December 19, 2023  
Subject: Getac Tablets for Patrol Vehicles  
From: Todd Curran, Information Technology  
Meeting Date: January 2, 2024

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### RECOMMENDATION:

It is recommended the City Council approve the purchase of three (3) Getac A140 ruggedized tablets, keyboards, and accompanying mounting accessories from Midwest Public Safety. These tablets and keyboards will serve as the mobile computer terminal (MCT) in three (3) patrol vehicles. The Information Technology Department has previously been approved to purchase Dell Laptop computers to serve as the MCT, however, the Department of Public Safety is requesting to upgrade to the Getac A140 for reasons listed below in the discussion section.

### COMMUNITY, SAFETY, STEWARDSHIP:

A critical piece of equipment in each patrol vehicle is the mobile computer terminal (MCT). Officers rely on the MCT to stay connected to dispatch, write incident reports, search LEIN for persons and vehicles, review in-car and body camera footage, and perform a myriad of other daily tasks requiring computer access. Although the Getac A140 is more expensive than the current MCT configuration, there are increased safety benefits, as discussed below.

### DISCUSSION:

#### Current MCTs:

The current MCTs are mounted between the driver's and front passenger's seats. The current location and setup of the MCT's adversely affects visibility for officers through the windshield and side windows. The standard MCTs which have been in police cars for decades force personnel to twist in the driver's seat in order to type on the keyboard. As mentioned, the MCT is usually mounted between the two front seats of the patrol vehicles, and the officer must consistently twist to the right in order to type (if they are a passenger officer, they would have to twist to the left). This is not only an awkward position, but it is uncomfortable and can contribute to back and lumbar issues for personnel. It is not unusual for officers to spend multiple hours each shift typing in this awkward position. They type as they write reports, enter comments, send emails, or run LEIN during investigations. These multiple hours per shift in this position can have a cumulative effect on their lumbar health. If a crash were to occur with the current MCTs, it poses additional risk to a passenger officer based on the position and mounting.

#### Benefits of Proposed MCTs:

Police staff researched alternatives and identified the Getac A140 tablets as a possible solution. The Getac A140 provides the following benefits:

- It would allow an officer to detach the keyboard, place it on their lap or directly in front of them, and type without having to twist in order to reach it. They would also be able to hang the MCT screen directly in front of them while typing.
- It also has a lower profile through its setup and mounting location which optimizes visibility. This has obvious implications while driving. Improved visibility also improves officer safety by having fewer blind spots while an officer is stationary and/or typing.
- It minimizes risk of injury (especially to a passenger officer) in the event of a crash based on the set-up and location of hardware.

Purchase Rationale and Process:

The research done by staff explains the rationale for recommending Midwest Public Safety as the vendor for this purchase as follows:

- There is a cooperative purchase agreement for the Getac A140 MCTs through Sourcewell.
- Sourcewell's cooperative bid contract #090122-GET indicates that Sourcewell's pricing is 10 percent below MSRP for rugged tablets.
- Midwest Public Safety is listed Sourcewell vendor for the Getac 140 MCTs.
- Thus, it is recommended that the purchase be made from Midwest Public Safety.

**BUDGET IMPACT:**

The total purchase price of three (3) Getac A140 tablets, keyboards, and mounting equipment is \$14,666.61.

Funds for the entire purchase are available in the following account:

101-258-25800-740.200 (Information Technology - Operating Supplies Computer Equipment).

Enclosure:  
Contract/Quote

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:

Midwest Public Safety LLC  
[Name of contracting entity]  
A LLC  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
2665 Harry Land Rd  
[Contractor's street address]  
Decatur, IL 62521  
[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: \_\_\_\_\_, 202\_\_\_. Normally this is the day after the Council meeting at which it is approved.

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

*Proposal* means Contractor's Bid/Proposal attached as Exhibit C.

*RFP* means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

*Standard Terms* means "City Contract Standard Terms and Conditions" attached as Exhibit A.

*Work* means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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 beginning any Work.

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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**

**Contractor: Midwest Public Safety LLC**

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

By: \_\_\_\_\_  
[Signature officer, director, or principal of Contractor]

Vice President

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

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

Date signed: 12/20/2023, 20\_\_

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

Approved as to form: \_\_\_\_\_  




# QUOTE

**Midwest Public Safety**  
C/O US Bank N.A.  
TFM P.O. Box 860573  
Minneapolis, Minnesota 55486-0573  
United States

2178550082  
midwestpublicsafetygroup.org

**BILL TO**  
**Wyoming Police Department**  
Todd Curran  
2300 Dehoop Ave SW  
Wyoming, Michigan 49509  
United States  
  
616-530-7221  
todd.curran@wyomingmi.gov

**Estimate Number:** 1172  
**Customer Ref:** Sourcewell buying contract 090122-GET  
**Estimate Date:** December 7, 2023  
**Valid Until:** January 6, 2024  
**Estimate Total (USD):** **\$14,666.61**

Products	Quantity	Unit Price	Extended Price
<b>AM2O64QA5DBX</b> A140 G2 - Intel Core i5-10210U, Webcam, Win11+16GB, 256GB PCIe SSD, SR(FHD IPS+TS+stylus), US Power Cord, 8M Rear Camera, WIFI+BT, Hard Handle	3	\$2,950.00	\$8,850.00
<b>GAD2X8</b> GETAC : Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty	3	\$98.00	\$294.00
<b>OHHGTC801</b> A140 - Havis, PKG-DS-GTC-801, Vehicle Dock with Bracket (ex. vehicle adapter)	3	\$662.65	\$1,987.95
<b>GDKBU9</b> Getac Rugged Keyboard, 3 year warranty	3	\$221.75	\$665.25
<b>C-KBM-201</b> Havis Rugged Keyboard Mount	3	\$92.25	\$276.75
<b>C-ADP-116</b> HAVIS, INC. : FXDADP,BRKT,DEVMT,KYBRD	3	\$22.25	\$66.75
<b>MD-ARM-0600</b> Mounting kits;MD-ARM-0603,Swivel Arm Mount With 6" Base, 3" Extension,For K120G2,Havis	3	\$83.00	\$249.00
<b>7160-0872</b> GAMBER JOHNSON LLC : Offset Adapter Bracket	3	\$31.25	\$93.75



# QUOTE

**Midwest Public Safety**  
C/O US Bank N.A.  
TFM P.O. Box 860573  
Minneapolis, Minnesota 55486-0573  
United States

2178550082  
midwestpublicsafetygroup.org

Products	Quantity	Unit Price	Extended Price
<b>7160-0820</b> Close to Dash mount is an accessory for a Gamber Johnson Console Box.	3	\$187.72	\$563.16
<b>GE-SVTBNFX5Y-5 year Bumper to Bumper</b> GETAC : Bumper-to-Bumper + Extended Warranty - Tablet (Year 1,2,3,4 & 5)	3	\$540.00	\$1,620.00
<b>Subtotal:</b>			\$14,666.61
<b>Total:</b>			\$14,666.61
<b>Estimate Total (USD):</b>			<b>\$14,666.61</b>

### Notes / Terms

Midwest Public Safety  
2665 Harryland Rd.  
Decatur, IL 62521

www.midwestpublicsafetygroup.org  
217-855-0082

Accepted by: \_\_\_\_\_  
Accepted Date: \_\_\_\_\_