

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**CITY COUNCIL CHAMBERS**  
**MONDAY, FEBRUARY 20, 2023, 7:00 P.M.**

- 1) Call to Order**
- 2) Invocation** – Pastor Mike Young, Newhall Christian Fellowship 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 February 6, 2023 Regular Meeting, the February 6, 2023 Closed Session, the February 13, 2023 Work Session, and the February 13, 2023 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.*
- 9) Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 10) Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) Budget Amendments**
- 14) Consent Agenda**  
*All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.*
  - a) Of Appreciation to Brian Hager for His Service as a Member of the Board of Directors of the Economic Development Corporation and Brownfield Redevelopment Authority of the City of Wyoming

- b) Of Appreciation to Jackie Moore for Her Service as a Member of the Historical Commission for the City of Wyoming
- c) Of Appreciation to Steve Chwalek for His Service as a Member of the Historical Commission for the City of Wyoming
- d) To Appoint and Reappoint Members to Boards, Commissions, and Committees for the City of Wyoming
- e) To Appoint Members to Boards, Commissions, and Committees for the City of Wyoming
- f) To Set Meeting Day and Time for the Tree Commission of the City of Wyoming

**15) Resolutions**

- g) To Authorize the Write-Off of Delinquent 2016 and 2017 City Personal Property Taxes
- h) To Authorize Participation in the Michigan Commission of Law Enforcement Standards (MCOLES) Public Safety Academy Assistance Program and to Accept Grant Funding from MCOLES for the Program
- i) To Dedicate Hemlock Drive, Red Cedar Drive and Looking Glass Drive in Rivertown Valley Plat Phase VI Located within the City of Wyoming to be Included in the Municipal Street System

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

- j) To Concur with the Purchase of a 16” Watermain Gate Valve and to Concur with the City Manager Signing the Contract
- k) To Accept a Quote for the Purchase of a Quantum Scalar i3 Tape Library
- l) To Accept a Quote for the Purchase of Portable Laser Speed Measurement Devices and Lockable Motorcycle Holsters and Authorize the Mayor and City Clerk to Execute the Contract (Budget Amendment No. 62)
- m) For Award of Bids and to Authorize the Mayor and City Clerk to Sign the Contracts
  - 1. Shredded Bark and Wood Chips
  - 2. Fertilizer

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

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

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

**21) Adjournment**

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

RESOLUTION OF APPRECIATION TO BRIAN HAGER FOR HIS SERVICE  
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE ECONOMIC  
DEVELOPMENT CORPORATION AND BROWNFIELD REDEVELOPMENT AUTHORITY  
OF THE CITY OF WYOMING

WHEREAS:

1. Brian Hager has served faithfully and effectively as a member of the Economic Development Corporation and Brownfield Redevelopment Authority since January 17, 2011.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Brian Hager for his dedicated service as a member of the Economic Development Corporation and Brownfield Redevelopment 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 February 20, 2023.

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

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

RESOLUTION OF APPRECIATION TO JACKIE MOORE FOR HER SERVICE  
AS A MEMBER OF THE HISTORICAL COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Jackie Moore has served faithfully and effectively as a member of the Historical Commission since June 1, 2015.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Jackie Moore for her dedicated service as a member of the Historical Commission.

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 February 20, 2023.

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

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

RESOLUTION OF APPRECIATION TO STEVE CHWALEK FOR HIS SERVICE  
AS A MEMBER OF THE HISTORICAL COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Steve Chwalek has served faithfully and effectively as a member of the Historical Commission since January 18, 2021.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Steve Chwalek for his dedicated service as a member of the Historical Commission.

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 February 20, 2023.

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

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

RESOLUTION TO APPOINT AND REAPPOINT MEMBERS TO BOARDS,  
COMMISSIONS, AND COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. It is the desire of the City Council that members are appointed, and reappointed to serve on certain Boards, Commissions, and Committees for the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby appoint, and reappoint the following named persons to serve on certain Boards, Commissions, and Committees for the City of Wyoming for the terms so stated.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Community Development Committee</u>	
Ryan Quanstrom	06/30/2023
Jonathan Cauchi	06/30/2023
Marvin Van Oosten	06/30/2024
<u>Greater Wyoming Community Resource Alliance</u>	
Jeff Koeze	01/01/2026
Christine Mwangi	01/01/2026
<u>Housing Board of Appeals</u>	
Derek Anderson	06/30/2027
<u>Parks &amp; Recreation Commission</u>	
Adam Cowan	06/30/2024
<u>Zoning Board of Appeals</u>	
Kimberly Tobian	06/30/2024
Geoffrey Yonkers	06/30/2024
Russel Richter	06/30/2025

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 20, 2023.

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

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

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

RESOLUTION TO APPOINT MEMBERS TO BOARDS, COMMISSIONS, AND  
COMMITTEES FOR THE CITY OF WYOMING

WHEREAS:

1. It is the desire of Mayor Kent Vanderwood that members be appointed to serve on the Downtown Development Authority, Economic Development Corporation/Brownfield Redevelopment Authority, Historical Commission, Officers Compensation Commission, and the Planning Commission for the City of Wyoming.

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Downtown Development Authority</u> Ryan Lomonaco	01/01/2027
<u>Economic Development Corporation/ Brownfield Redevelopment Authority</u> Kyle Brethauer Doyle Hayes	02/13/2026 02/13/2029
<u>Historical Commission</u> Brian Van Eerden	06/30/2024
<u>Officers Compensation Commission</u> Steven Balk Robert Kilgo	06/30/2026 06/30/2027
<u>Planning Commission</u> David (Alex) Smart Roger Lamer	06/30/2023 06/30/2024

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the appointment of members to the Downtown Development Authority, Economic Development Corporation/Brownfield Redevelopment Authority, Historical Commission, Officers Compensation Commission, and the Planning Commission for the City of Wyoming to the terms so stated.

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 February 20, 2023.

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

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

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

RESOLUTION TO SET MEETING DAY AND TIME  
FOR THE TREE COMMISSION  
OF THE CITY OF WYOMING

WHEREAS:

1. The Tree Commission currently meets on the second Monday of each month at 12:30 p.m.
2. The Tree Commission has proposed changing its meeting schedule to 5:00 p.m. on the second Wednesday of each month.
3. Section 2.113 of the Code of Ordinances states that the days and times of regular meetings of all board and commission shall be set by City Council resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. That the regular day and time for meetings of the Tree Commission shall be the second Wednesday of each month at 5:00 p.m. in the West Conference Room.

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 February 20, 2023.

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

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

TO AUTHORIZE THE WRITE-OFF OF DELINQUENT  
2016 AND 2017 CITY PERSONAL PROPERTY TAXES

WHEREAS:

1. Delinquent personal property taxes remain outstanding for the 2016 and 2017 tax year.
2. Per Public Act 206 (Property Tax Act) of the State of Michigan, delinquent personal property taxes that have been outstanding five years or more may be written off
3. The City Treasurer's Office has made a diligent attempt to collect the outstanding balances and believes that the delinquent amounts will not be recovered.
4. The City Treasurer's Office is requesting City Council to approve the write-off of \$2,167.22 in delinquent 2016 and 2017 personal property taxes.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council hereby authorizes the write-off of \$2,167.22 in delinquent 2016 and 2017 personal property taxes.

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 February 20, 2023:

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

ATTACHMENTS:

Staff Report  
2016 and 2017 Delinquent Personal Property List  
Waiver and Consent Form  
Statement of Attempt to Collect

## STAFF REPORT

Date: January 25, 2023

Subject: Write-Off of 2016/2017 Delinquent Personal Property Taxes

From: Traci Shaffer, Treasurer

Meeting Date: February 20, 2023

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### **RECOMMENDATION:**

It is recommended that the City Council authorize the write-off of 2016 and 2017 delinquent personal property taxes in the amount of \$2,167.22 pursuant to Public Act 206 (Property Tax Act).

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

The City Treasurer is charged with collecting all personal property taxes billed to property owners and businesses. To keep collection costs reasonable, PA 206 (Property Tax Act) allows for personal property taxes delinquent for five years or more to be written off if the Treasurer determines that they are uncollectable.

### **DISCUSSION:**

According to PA 206 (Property Tax Act) 2011.56a, delinquent personal property taxes may be written off after being delinquent for five years. The write off procedure requires a resolution from each taxing jurisdiction granting permission. I am seeking permission to write off the delinquent 2016 and 2017 City ad valorem taxes in the amount of \$2,167.22. An itemized listing is attached for your reference.

We have made efforts to collect all of the listed outstanding taxes and have determined them to be uncollectable.

Once City Council has passed a resolution, the documentation must be approved by the District Court. Rather than burden the Court with petitions from each jurisdiction, the Kent County Treasurer's Association compiles the resolutions from each unit and presents them as one case for review by the Judge. All participating Kent County Treasurers are presenting a petition to strike the 2017 and prior years taxes.

### **BUDGET IMPACT:**

The write-off will reduce the overall City tax revenue by \$2,167.22.

Heading	Delinquent Amt	Paid	Due
-----41-50-93-236-400-----			
CLASS: 251	PRE/MBT % 100	CITY OPERATING	36.42
SCHOOL: 41026	TV 7,800	LIBRARY OP.	2.88
	AV 7,800	SEWER/WATER IMP.	12.22
	SEV 7,800	SIDEWALK/SNOW	1.56
		PARKS & REC	11.70
Prop. Addr: 2453 28TH ST SW		FIRE DEPT OP	5.85
		POLICE	9.75
		YARD WASTE	2.73
		PUBLIC SAFETY	9.75
		LIBRARY DEBT	0.00
		KENT ISD	37.36
		GRAND RAPIDS CC	13.93
		STATE EDUCATION	46.80
		WYOM SCHOOL OP	46.15
		WYOM SCHOOL DEBT	47.96
		INTERURBAN TRANS	11.45
		KENT COUNTY OP	33.38
		WYOM OP FC	0.00
		COUNTY VET	0.39
		COUNTY SENIOR	3.90
		COUNTY JAIL	6.15
		COUNTY ZOO/MUS	3.43
		DISTRICT LIBRARY	9.98

-----41-50-93-236-400-----
Dlq Tax: 353.74
Admin: 3.52
Interest: 36.72
Penalty: 0.72
Other: 0.00
Total: 394.70
Paid: 0.00
Due: 357.26
Intrst: 36.72
Penalty: 0.72
Tot Due: 394.70

HOWLAND INSURANCE SERVICE  
2453 28TH ST SW  
WYOMING MI 49509

-----41-50-93-985-097-----			
CLASS: 251	PRE/MBT % 100	CITY OPERATING	64.90
SCHOOL: 41120	TV 13,900	LIBRARY OP.	5.14
	AV 13,900	SEWER/WATER IMP.	21.79
	SEV 13,900	SIDEWALK/SNOW	2.78
		PARKS & REC	20.85
Prop. Addr: 1511 CHICAGO DR SW		FIRE DEPT OP	10.42
		POLICE	17.37
		YARD WASTE	4.86
		PUBLIC SAFETY	17.37
		LIBRARY DEBT	0.00
		KENT ISD	66.58
		GRAND RAPIDS CC	24.83
		STATE EDUCATION	83.40
		GODFREY-LEE OP	83.40
		GODFREY-LEE DEBT	202.21
		INTERURBAN TRANS	20.41
		KENT COUNTY OP	59.49
		GODFR-LEE OP FC	0.00
		COUNTY VET	0.69
		COUNTY SENIOR	6.95
		COUNTY JAIL	10.97
		COUNTY ZOO/MUS	6.11
		DISTRICT LIBRARY	17.79

-----41-50-93-985-097-----
Dlq Tax: 748.31
Admin: 7.47
Interest: 72.53
Penalty: 1.28
Other: 0.00
Total: 829.59
Paid: 0.00
Due: 755.78
Intrst: 72.53
Penalty: 1.28
Tot Due: 829.59

SKINADDICTS TATTOOS  
1511 CHICAGO DR SW  
WYOMING MI 49509

-----41-50-93-985-427-----			
CLASS: 251	PRE/MBT % 100	CITY OPERATING	0.00
SCHOOL: 41140	TV 3,500	LIBRARY OP.	0.00
	AV 3,500	SEWER/WATER IMP.	0.00
	SEV 3,500	SIDEWALK/SNOW	0.00
		PARKS & REC	0.00
Prop. Addr: 21 44TH ST SW		FIRE DEPT OP	0.00
		POLICE	0.00
		YARD WASTE	0.00
		PUBLIC SAFETY	0.00
		LIBRARY DEBT	0.00
		KENT ISD	0.00
		GRAND RAPIDS CC	0.00
		STATE EDUCATION	0.00
		KELLOGGSVILLE OP	0.00
		KELLOGGSVILLE DT	0.00
		INTERURBAN TRANS	0.00
		KENT COUNTY OP	0.00
		K'VILLE OP FC	0.00
		COUNTY VET	0.10
		COUNTY SENIOR	1.08
		COUNTY JAIL	1.70
		COUNTY ZOO/MUS	0.95
		DISTRICT LIBRARY	2.76
		KELLOGGSVILLE OP	6.47
		KELLOGGSVILLE DT	7.89
		K'VILLE OP FC	0.00

-----41-50-93-985-427-----
Dlq Tax: 20.95
Admin: 0.22
Interest: 14.87
Penalty: 0.63
Other: 0.00
Total: 36.67
Paid: 0.00
Due: 21.17
Intrst: 14.87
Penalty: 0.63
Tot Due: 36.67

FANCY NAILS  
5289 COTTONDALE ST SW  
WYOMING MI 49519

-----41-50-93-987-337-----			
CLASS: 251	PRE/MBT % 100	CITY OPERATING	42.87
SCHOOL: 41140	TV 9,900	LIBRARY OP.	3.40
	AV 9,900	SEWER/WATER IMP.	14.40
	SEV 9,900	SIDEWALK/SNOW	1.84
		PARKS & REC	13.78
Prop. Addr: 4449 DIVISION AVE PP		FIRE DEPT OP	6.89
		POLICE	11.48
		YARD WASTE	3.21
		PUBLIC SAFETY	11.48
		LIBRARY DEBT	0.00
		KENT ISD	44.01
		GRAND RAPIDS CC	16.41
		STATE EDUCATION	55.13
		KELLOGGSVILLE OP	27.56
		KELLOGGSVILLE DT	33.62
		INTERURBAN TRANS	13.50
		KENT COUNTY OP	39.33
		K'VILLE OP FC	0.00
		COUNTY VET	0.49
		COUNTY SENIOR	4.95
		COUNTY JAIL	7.81
		COUNTY ZOO/MUS	4.35
		DISTRICT LIBRARY	12.67
		KELLOGGSVILLE OP	29.70
		KELLOGGSVILLE DT	36.23
		K'VILLE OP FC	0.00

-----41-50-93-987-337-----
Dlq Tax: 461.39
Admin: 4.61
Interest: 90.21
Penalty: 2.89
Other: 0.00
Total: 559.10
Paid: 28.12
Due: 439.46
Intrst: 88.63
Penalty: 2.89
Tot Due: 530.98

THE COOL COMPUTER GUY  
4812 KIMBALL AV SE  
KENTWOOD MI 49508

Heading	Delinquent Amt	Paid	Due
-----41-50-93-987-632-----			
CLASS: 251 PRE/MBT % 100 CITY OPERATING 7.47 STATE EDUCATION 9.60			-----41-50-93-987-632
SCHOOL: 41026 TV 1,600 LIBRARY OP. 0.59 WYOM SCHOOL OP 9.46			Dlq Tax: 72.51
AV 1,600 SEWER/WATER IMP. 2.50 WYOM SCHOOL DEBT 9.83			Admin: 0.71
SEV 1,600 SIDEWALK/SNOW 0.32 INTERURBAN TRANS 2.35			Interest: 7.52
Prop. Addr: 41026 WYOMING SD # 4 PARKS & REC 2.40 KENT COUNTY OP 6.84			Penalty: 0.15
FIRE DEPT OP 1.20 WYOM OP FC 0.00			Other: 0.00
POLICE 2.00 COUNTY VET 0.08			Total: 80.89
YARD WASTE 0.56 COUNTY SENIOR 0.80			Paid: 0.00
PUBLIC SAFETY 2.00 COUNTY JAIL 1.26			Due: 73.22
LIBRARY DEBT 0.00 COUNTY ZOO/MUS 0.70			Intrst: 7.52
KENT ISD 7.66 DISTRICT LIBRARY 2.04			Penalty: 0.15
GRAND RAPIDS CC 2.85			Tot Due: 80.89
			TRIFECTA ATM NETWORKS LLC
			17636 AZALEA CT
			BROWNSTOWN MI 48173
-----41-50-93-987-732-----			
CLASS: 251 PRE/MBT % 100 CITY OPERATING 4.66 STATE EDUCATION 6.00			-----41-50-93-987-732
SCHOOL: 41026 TV 1,000 LIBRARY OP. 0.37 WYOM SCHOOL OP 5.91			Dlq Tax: 45.30
AV 1,000 SEWER/WATER IMP. 1.56 WYOM SCHOOL DEBT 6.14			Admin: 0.45
SEV 1,000 SIDEWALK/SNOW 0.20 INTERURBAN TRANS 1.46			Interest: 4.71
Prop. Addr: 5801 WELLER CT SW PP PARKS & REC 1.50 KENT COUNTY OP 4.28			Penalty: 0.09
FIRE DEPT OP 0.75 WYOM OP FC 0.00			Other: 0.00
POLICE 1.25 COUNTY VET 0.05			Total: 50.55
YARD WASTE 0.35 COUNTY SENIOR 0.50			Paid: 0.00
PUBLIC SAFETY 1.25 COUNTY JAIL 0.78			Due: 45.75
LIBRARY DEBT 0.00 COUNTY ZOO/MUS 0.44			Intrst: 4.71
KENT ISD 4.79 DISTRICT LIBRARY 1.28			Penalty: 0.09
GRAND RAPIDS CC 1.78			Tot Due: 50.55
			PATIO ENCLOSURES
			SUITE A
			5801 WELLER CT SW
			WYOMING MI 49509
-----41-50-93-987-815-----			
CLASS: 251 PRE/MBT % 100 CITY OPERATING 4.66 GODWIN OP 3.00			-----41-50-93-987-815
SCHOOL: 41020 TV 1,000 LIBRARY OP. 0.37 GODWIN DEBT 2.56			Dlq Tax: 44.37
AV 1,000 SEWER/WATER IMP. 1.56 INTERURBAN TRANS 1.46			Admin: 0.43
SEV 1,000 SIDEWALK/SNOW 0.20 KENT COUNTY OP 4.28			Interest: 8.26
Prop. Addr: 700 36TH ST SE PP PARKS & REC 1.50 GODWIN OP FC 0.00			Penalty: 0.26
FIRE DEPT OP 0.75 COUNTY VET 0.05			Other: 0.00
POLICE 1.25 COUNTY SENIOR 0.50			Total: 53.32
YARD WASTE 0.35 COUNTY JAIL 0.78			Paid: 0.00
PUBLIC SAFETY 1.25 COUNTY ZOO/MUS 0.44			Due: 44.80
LIBRARY DEBT 0.00 DISTRICT LIBRARY 1.28			Intrst: 8.26
KENT ISD 4.79 GODWIN OP 3.00			Penalty: 0.26
GRAND RAPIDS CC 1.78 GODWIN DEBT 2.56			Tot Due: 53.32
STATE EDUCATION 6.00 GODWIN OP FC 0.00			
			AMERICAN INCOME
			700 36TH ST SE
			WYOMING MI 49548
-----41-50-93-987-853-----			
CLASS: 251 PRE/MBT % 100 CITY OPERATING 4.66 STATE EDUCATION 6.00			-----41-50-93-987-853
SCHOOL: 41026 TV 1,000 LIBRARY OP. 0.37 WYOM SCHOOL OP 5.91			Dlq Tax: 45.30
AV 1,000 SEWER/WATER IMP. 1.56 WYOM SCHOOL DEBT 6.14			Admin: 0.45
SEV 1,000 SIDEWALK/SNOW 0.20 INTERURBAN TRANS 1.46			Interest: 4.71
DDA1 Capture: 1000 PARKS & REC 1.50 KENT COUNTY OP 4.28			Penalty: 0.09
Prop. Addr: 853 28TH ST SW PP FIRE DEPT OP 0.75 WYOM OP FC 0.00			Other: 0.00
POLICE 1.25 COUNTY VET 0.05			Total: 50.55
YARD WASTE 0.35 COUNTY SENIOR 0.50			Paid: 0.00
PUBLIC SAFETY 1.25 COUNTY JAIL 0.78			Due: 45.75
LIBRARY DEBT 0.00 COUNTY ZOO/MUS 0.44			Intrst: 4.71
KENT ISD 4.79 DISTRICT LIBRARY 1.28			Penalty: 0.09
GRAND RAPIDS CC 1.78			Tot Due: 50.55
			CAPTAIN REMODELING
			654 28TH ST SW
			WYOMING MI 49509

Heading	Delinquent Amt	Paid	Due
-----41-50-93-987-899-----41-50-93-987-899			
CLASS: 251 PRE/MBT % 100 CITY OPERATING	4.66	STATE EDUCATION	6.00
SCHOOL: 41026 TV 1,000 LIBRARY OP.	0.37	WYOM SCHOOL OP	5.91
AV 1,000 SEWER/WATER IMP.	1.56	WYOM SCHOOL DEBT	6.14
SEV 1,000 SIDEWALK/SNOW	0.20	INTERURBAN TRANS	1.46
Prop. Addr: 1818 PORTER ST SW PP	1.50	PARKS & REC	4.28
FIRE DEPT OP	0.75	KENT COUNTY OP	4.28
POLICE	1.25	WYOM OP FC	0.00
YARD WASTE	0.35	COUNTY VET	0.05
PUBLIC SAFETY	1.25	COUNTY SENIOR	0.50
LIBRARY DEBT	0.00	COUNTY JAIL	0.78
KENT ISD	4.79	COUNTY ZOO/MUS	0.44
GRAND RAPIDS CC	1.78	DISTRICT LIBRARY	1.28
			1.28
		WHOLESALE AUTO	
		1818 PORTER ST SW	
		WYOMING MI 49519	
-----41-50-93-988-035-----41-50-93-988-035			
CLASS: 251 PRE/MBT % 100 CITY OPERATING	4.66	STATE EDUCATION	6.00
SCHOOL: 41026 TV 1,000 LIBRARY OP.	0.37	WYOM SCHOOL OP	5.91
AV 1,000 SEWER/WATER IMP.	1.56	WYOM SCHOOL DEBT	6.14
DDA1 SEV 1,000 SIDEWALK/SNOW	0.20	INTERURBAN TRANS	1.46
Capture: 1000	1.50	PARKS & REC	4.28
Prop. Addr: 1874 28TH ST SW PP	0.75	KENT COUNTY OP	4.28
FIRE DEPT OP	0.75	WYOM OP FC	0.00
POLICE	1.25	COUNTY VET	0.05
YARD WASTE	0.35	COUNTY SENIOR	0.50
PUBLIC SAFETY	1.25	COUNTY JAIL	0.78
LIBRARY DEBT	0.00	COUNTY ZOO/MUS	0.44
KENT ISD	4.79	DISTRICT LIBRARY	1.28
GRAND RAPIDS CC	1.78		1.28
		STATE OF MIND	
		11282 WASHINGTON	
		ALLENDALE MI 49401	
-----41-50-93-988-049-----41-50-93-988-049			
CLASS: 251 PRE/MBT % 100 CITY OPERATING	4.66	GODWIN OP	3.00
SCHOOL: 41020 TV 1,000 LIBRARY OP.	0.37	GODWIN DEBT	2.56
AV 1,000 SEWER/WATER IMP.	1.56	INTERURBAN TRANS	1.46
SEV 1,000 SIDEWALK/SNOW	0.20	KENT COUNTY OP	4.28
Prop. Addr: 640 28TH ST SE PP	1.50	PARKS & REC	0.00
FIRE DEPT OP	0.75	GODWIN OP FC	0.00
POLICE	1.25	COUNTY VET	0.05
YARD WASTE	0.35	COUNTY SENIOR	0.50
PUBLIC SAFETY	1.25	COUNTY JAIL	0.78
LIBRARY DEBT	0.00	COUNTY ZOO/MUS	0.44
KENT ISD	4.79	DISTRICT LIBRARY	1.28
GRAND RAPIDS CC	1.78	GODWIN OP	3.00
STATE EDUCATION	6.00	GODWIN DEBT	2.56
		GODWIN OP FC	0.00
		SUNROOF GUY	
		106 FARNHAM ST SE	
		KENTWOOD MI 49548	
-----41-50-93-988-054-----41-50-93-988-054			
CLASS: 251 PRE/MBT % 100 CITY OPERATING	4.66	STATE EDUCATION	6.00
SCHOOL: 41026 TV 1,000 LIBRARY OP.	0.37	WYOM SCHOOL OP	5.91
AV 1,000 SEWER/WATER IMP.	1.56	WYOM SCHOOL DEBT	6.14
DDA1 SEV 1,000 SIDEWALK/SNOW	0.20	INTERURBAN TRANS	1.46
Capture: 1000	1.50	PARKS & REC	4.28
Prop. Addr: 1802 28TH ST SW	0.75	KENT COUNTY OP	4.28
FIRE DEPT OP	0.75	WYOM OP FC	0.00
POLICE	1.25	COUNTY VET	0.05
YARD WASTE	0.35	COUNTY SENIOR	0.50
PUBLIC SAFETY	1.25	COUNTY JAIL	0.78
LIBRARY DEBT	0.00	COUNTY ZOO/MUS	0.44
KENT ISD	4.79	DISTRICT LIBRARY	1.28
GRAND RAPIDS CC	1.78		1.28
		WING KING	
		1802 28TH ST SW	
		WYOMING MI 49519	

Heading	Delinquent Amt	Paid	Due
41-50-93-988-105			41-50-93-988-105
CLASS: 251 PRE/MBT % 100	CITY OPERATING 4.66	STATE EDUCATION 6.00	Dlq Tax: 53.79
SCHOOL: 41120 TV 1,000	LIBRARY OP. 0.37	GODFREY-LEE OP 6.00	Admin: 0.53
AV 1,000	SEWER/WATER IMP. 1.56	GODFREY-LEE DEBT 14.54	Interest: 5.21
SEV 1,000	SIDEWALK/SNOW 0.20	INTERURBAN TRANS 1.46	Penalty: 0.09
	PARKS & REC 1.50	KENT COUNTY OP 4.28	Other: 0.00
Prop. Addr: 1228 BURTON ST SW PP	FIRE DEPT OP 0.75	GODFR-LEE OP FC 0.00	Total: 59.62
	POLICE 1.25	COUNTY VET 0.05	Paid: 0.00
	YARD WASTE 0.35	COUNTY SENIOR 0.50	Due: 54.32
	PUBLIC SAFETY 1.25	COUNTY JAIL 0.78	Intrst: 5.21
	LIBRARY DEBT 0.00	COUNTY ZOO/MUS 0.44	Penalty: 0.09
	KENT ISD 4.79	DISTRICT LIBRARY 1.28	Tot Due: 59.62
	GRAND RAPIDS CC 1.78		

XTREME AUTO REPAIR  
1011 CAULFIELD AVE SW  
GRAND RAPIDS MI 49503

41-50-93-994-360			41-50-93-994-360
CLASS: 251 PRE/MBT % 100	CITY OPERATING 579.48	STATE EDUCATION 744.60	Dlq Tax: 5,628.99
SCHOOL: 41026 TV 124,100	LIBRARY OP. 45.91	WYOM SCHOOL OP 734.32	Admin: 56.28
AV 124,100	SEWER/WATER IMP. 194.56	WYOM SCHOOL DEBT 763.15	Interest: 584.50
DDA1 SEV 124,100	SIDEWALK/SNOW 24.82	INTERURBAN TRANS 182.27	Penalty: 11.39
Capture: -1900	PARKS & REC 186.15	KENT COUNTY OP 531.18	Other: 0.00
Prop. Addr: 1038 28TH ST SW PP	FIRE DEPT OP 93.07	WYOM OP FC 0.00	Total: 6,281.16
	POLICE 155.12	COUNTY VET 6.20	Paid: 0.00
	YARD WASTE 43.43	COUNTY SENIOR 62.05	Due: 5,685.27
	PUBLIC SAFETY 155.12	COUNTY JAIL 97.95	Intrst: 584.50
	LIBRARY DEBT 0.00	COUNTY ZOO/MUS 54.60	Penalty: 11.39
	KENT ISD 594.47	DISTRICT LIBRARY 158.84	Tot Due: 6,281.16
	GRAND RAPIDS CC 221.70		

BUFFETS OF WYOMING  
C/O CTMI, LLC  
P O BOX 743068  
DALLAS TX 75374

09:31 AM

Unit Name: CITY OF WYOMNING

DB: Wyoming

By: ShafferT

Tax Year: 2016 Calculated As of: 1/25/2023

POPULATION: All Records

Heading	Delinquent Amt	Paid	Due
GRAND TOTALS			
Parcel Count:	14		
TAXABLE VALUE:	168,800		
SEV:	168,800		
PRE/MBT TAXABLE:	168,800		
NON-PRE/MBT TAXABLE:	00		
(S) CITY OPERATING	771.77	3.35	768.42
(S) FIRE DEPT OP	123.96	0.53	123.43
(S) GRAND RAPIDS CC	295.23	1.27	293.96
(S) INTERURBAN TRANS	242.70	1.04	241.66
(S) KENT COUNTY OP	707.50	3.04	704.46
(S) KENT ISD	791.81	3.41	788.40
(S) LIBRARY DEBT	0.00	0.00	0.00
(S) LIBRARY OP.	61.14	0.26	60.88
(S) PARKS & REC	247.95	1.07	246.88
(S) POLICE	206.61	0.89	205.72
(S) PUBLIC SAFETY	206.61	0.89	205.72
(S) SEWER/WATER IMP.	259.07	1.12	257.95
(S) SIDEWALK/SNOW	33.06	0.14	32.92
(S) YARD WASTE	57.84	0.25	57.59
(S) GODFREY-LEE DEBT	216.75	0.00	216.75
(S) GODFREY-LEE OP	89.40	0.00	89.40
(S) GODFR-LEE OP FC	0.00	0.00	0.00
(S) GODWIN DEBT	5.12	0.00	5.12
(S) GODWIN OP	6.00	0.00	6.00
(S) GODWIN OP FC	0.00	0.00	0.00
(S) KELLOGGSVILLE DT	36.23	2.61	33.62
(S) KELLOGGSVILLE OP	29.70	2.14	27.56
(S) K'VILLE OP FC	0.00	0.00	0.00
(S) STATE EDUCATION	991.80	4.27	987.53
(S) WYOM OP FC	0.00	0.00	0.00
(S) WYOM SCHOOL DEBT	851.64	0.00	851.64
(S) WYOM SCHOOL OP	819.48	0.00	819.48
(W) COUNTY JAIL	132.08	0.00	132.08
(W) COUNTY SENIOR	83.73	0.00	83.73
(W) COUNTY VET	8.35	0.00	8.35
(W) COUNTY ZOO/MUS	73.66	0.00	73.66
(W) DISTRICT LIBRARY	214.32	0.00	214.32
(W) GODWIN DEBT	5.12	0.00	5.12
(W) GODWIN OP	6.00	0.00	6.00
(W) GODWIN OP FC	0.00	0.00	0.00
(W) KELLOGGSVILLE DT	44.12	0.00	44.12
(W) KELLOGGSVILLE OP	36.17	0.00	36.17
(W) K'VILLE OP FC	0.00	0.00	0.00
BASE TAX TOTAL	7,654.92	26.28	7,628.64
ADMIN	76.45	0.26	76.19
TOTAL	7,731.37	26.54	7,704.83
INTRST	851.63	1.58	850.05
PENALTY	18.12	0.00	18.12
OTHER	0.00	0.00	0.00
TOTAL DUE	8,601.12	28.12	8,573.00

Heading	Delinquent Amt	Paid	Due
-----41-50-93-987-847-----41-50-93-987-847			
CLASS: 251 PRE/MBT % 100	CITY OPERATING	20.42	STATE EDUCATION 25.03
SCHOOL: 41130 TV 376,900	LIBR OP/PARK CAP	1.54	G'VL SCHOOL OP 24.33
AV 376,900	SEWER/WATER IMP.	6.53	G'VL SCHOOL DEBT 19.19
SEV 376,900	SIDEWALK/SNOW	0.83	INTERURBAN TRANS 6.10
	PARKS & REC	6.25	KENT COUNTY OP 17.86
Prop. Addr: 4910 WILSON AVE SW	FIRE DEPT OP	3.12	G'VL OP FC 0.00
	POLICE	5.21	COUNTY VET 18.73
	YARD WASTE	1.46	COUNTY SENIOR 187.62
	PUBLIC SAFETY	5.20	COUNTY JAIL 296.20
	LIBRARY DEBT	0.00	COUNTY ZOO/MUS 165.11
	KENT ISD	23.65	DISTRICT LIBRARY 481.45
	GRAND RAPIDS CC	7.42	

GORDMANS  
1926 SOUTH 67TH ST  
OMAHA NE 68106

-----41-50-93-987-858-----41-50-93-987-858			
CLASS: 251 PRE/MBT % 100	CITY OPERATING	5.87	STATE EDUCATION 7.20
SCHOOL: 41026 TV 1,200	LIBR OP/PARK CAP	0.44	WYOM SCHOOL OP 7.09
AV 1,200	SEWER/WATER IMP.	1.87	WYOM SCHOOL DEBT 7.37
DDA1 SEV 1,200	SIDEWALK/SNOW	0.23	INTERURBAN TRANS 1.75
Capture: 1200	PARKS & REC	1.79	KENT COUNTY OP 5.13
Prop. Addr: 2290 28TH ST SW PP	FIRE DEPT OP	0.89	WYOM OP FC 0.00
	POLICE	1.49	COUNTY VET 0.05
	YARD WASTE	0.42	COUNTY SENIOR 0.59
	PUBLIC SAFETY	1.49	COUNTY JAIL 0.94
	LIBRARY DEBT	0.00	COUNTY ZOO/MUS 0.52
	KENT ISD	6.80	DISTRICT LIBRARY 1.53
	GRAND RAPIDS CC	2.13	

GARDEN DOCTOR  
2290 28TH ST SW  
WYOMING MI 49519

09:33 AM

Unit Name: CITY OF WYOMNING

DB: Wyoming

By: ShafferT

Tax Year: 2017 Calculated As of: 1/25/2023

POPULATION: All Records

Heading	Delinquent Amt	Paid	Due
<b>GRAND TOTALS</b>			
Parcel Count:		2	
TAXABLE VALUE:	378,100		
SEV:	378,100		
PRE/MBT TAXABLE:	378,100		
NON-PRE/MBT TAXABLE:		00	
(S) CITY OPERATING	1,850.34	1,824.05	26.29
(S) FIRE DEPT OP	283.07	279.06	4.01
(S) GRAND RAPIDS CC	672.55	663.00	9.55
(S) INTERURBAN TRANS	553.23	545.38	7.85
(S) KENT COUNTY OP	1,618.37	1,595.38	22.99
(S) KENT ISD	2,143.59	2,113.14	30.45
(S) LIBR OP/PARK CAP	139.62	137.64	1.98
(S) LIBRARY DEBT	0.00	0.00	0.00
(S) PARKS & REC	566.12	558.08	8.04
(S) POLICE	471.78	465.08	6.70
(S) PUBLIC SAFETY	471.74	465.05	6.69
(S) SEWER/WATER IMP.	591.71	583.31	8.40
(S) SIDEWALK/SNOW	75.45	74.39	1.06
(S) YARD WASTE	132.33	130.45	1.88
(S) G'VL OP FC	0.00	0.00	0.00
(S) G'VL SCHOOL DEBT	1,733.74	1,714.55	19.19
(S) G'VL SCHOOL OP	2,198.34	2,174.01	24.33
(S) STATE EDUCATION	2,268.60	2,236.37	32.23
(S) WYOM OP FC	0.00	0.00	0.00
(S) WYOM SCHOOL DEBT	7.37	0.00	7.37
(S) WYOM SCHOOL OP	7.09	0.00	7.09
(W) COUNTY JAIL	297.14	0.00	297.14
(W) COUNTY SENIOR	188.21	0.00	188.21
(W) COUNTY VET	18.78	0.00	18.78
(W) COUNTY ZOO/MUS	165.63	0.00	165.63
(W) DISTRICT LIBRARY	482.98	0.00	482.98
BASE TAX TOTAL	16,937.78	15,558.94	1,378.84
ADMIN	169.36	155.59	13.77
TOTAL	17,107.14	15,714.53	1,392.61
INTRST	1,627.21	933.53	693.68
PENALTY	34.58	0.00	34.58
OTHER	0.00	0.00	0.00
TOTAL DUE	18,768.93	16,648.06	2,120.87

**STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF KENT**

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In the matter of the Petition  
of the City of Wyoming to Strike 2016/2017  
and prior Delinquent Personal Property Taxes  
from the Tax Rolls

File No: 23-\_\_\_\_\_

**WAIVER AND CONSENT**

NOW COMES Traci Shaffer, City of Wyoming Treasurer and acknowledges Receipt of the 2016/2017 and prior Delinquent Personal Property Tax Report, and the Statement of Attempt to Collect the 2016/2017 and prior Personal Property Taxes and consents to the relief requested by the petitioner and voluntarily waives notice of the hearing and of the entry of judgment.

Dated \_\_\_\_\_, 23

\_\_\_\_\_  
Traci Shaffer  
Treasurer  
City of Wyoming

January 10, 2023

**STATEMENT OF ATTEMPT TO COLLECT DELINQUENT PERSONAL  
PROPERTY TAXES**

As Treasurer of the City of Wyoming, I, and my predecessors in office, have exercised due diligence in an effort to collect the personal property taxes listed in the Tax Report attached to this Statement. These efforts have included sending multiple past-due tax notices, the placing of telephone calls, and personal collection visits, to the persons and/or businesses contained in said Tax Report.

To the best of my knowledge and information, the personal property taxes listed in this Tax Report are, and remain, uncollectable, and should be stricken from the tax roll.



Traci L Shaffer  
Treasurer

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger   John Fitzgerald   Kent Vanderwood   Marissa Postler   Robert Postema   Sam Bolt  
**Jack A. Poll, Mayor**

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

RESOLUTION TO AUTHORIZE PARTICIPATION IN THE MICHIGAN COMMISSION OF LAW ENFORCEMENT STANDARDS (MCOLES) PUBLIC SAFETY ACADEMY ASSISTANCE PROGRAM AND TO ACCEPT GRANT FUNDING FROM MCOLES FOR THE PROGRAM

WHEREAS:

- 1. Police officers must be trained in a police officer academy to become MCOLES certifiable and must be certified to perform the duties of their job.
- 2. Recruitment of police officers is competitive throughout the region and from local academies, and many agencies in West Michigan have implemented recruit sponsorship programs.
- 3. As detailed in the attached staff report it is recommended City Council authorize participation in the MCOLES Public Safety Academy Assistance Program and accept grant funding for the program.

NOW, THEREFORE, BE IT RESOLVED:

- 1. The City Council authorizes participation in the MCOLES Public Safety Academy Assistance Program.
- 2. The City Council authorizes acceptance of grant funds from MCOLES throughout the duration of the program.

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 February 20, 2023.

ATTACHMENTS:  
Staff Report  
Program Document

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

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

## STAFF REPORT

Date: January 25, 2023  
Subject: MCOLES Public Safety Academy Assistance Program  
From: Captain Timothy Pols  
Meeting Date: February 20, 2023

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### **RECOMMENDATION:**

It is recommended City Council authorize the Department of Public Safety—Police to participate in the *Michigan Commission of Law Enforcement Standards (MCOLES) Public Safety Academy Assistance Program*.

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

The State of Michigan recently announced funding to law enforcement agencies for basic law enforcement training academy scholarships and salaries for employed recruits. This will promote safety by assisting the Department of Public Safety—Police to maintain staffing levels. Community relationships will be enhanced by providing additional opportunities for interested candidates to join the Department. This may be especially beneficial for individuals who do not have the resources to afford police academy or the ability to work a second job while doing so. Stewardship is demonstrated by capitalizing on outside funding opportunities to maintain necessary staffing.

### **DISCUSSION:**

#### Background:

Attracting and hiring qualified police officer candidates has become more and more difficult over the last few years. This is due to a multitude of factors, not the least of which is a competitive job market with several neighboring jurisdictions who are also hiring from a limited candidate pool. Other agencies have continued to come up with innovative ways to attract, hire, and retain good candidates, and we have been able to keep pace. An example of the City's efforts to shift with the needs occurred in late 2021 when City Council approved a *Police Officer Academy Sponsorship Program*. This is a program where the City pays for training academy costs (including books but excluding room and board) after scholarships, grants, and other non-loan financial aid has been applied. To date, this program has been a successful recruitment tool, and we have onboarded and reimbursed 11 police officer employees at a total cost of approximately \$88,000.

#### Description of the MCOLES Program:

The State of Michigan recently announced funding to law enforcement agencies for basic law enforcement training academy scholarships and wages for employed recruits. This program provides up to \$20,000 per recruit for academy costs and up to \$4,000 per recruit for wages while attending an academy. Funding is available until September 30, 2026, or until the funds are exhausted, whichever comes first. Funding is distributed among agencies for each scholarship on

a first-come, first-served basis. Each agency may receive up to 25 scholarships over the course of the program.

Upon scholarship application approval by MCOLES, the City will be provided with the \$4,000.00 stipend for the employed recruit's salary. If the recruit withdraws from the academy session or resigns from the agency prior to being compensated the full \$4,000.00, the balance shall be returned to MCOLES.

Also following application approval by MCOLES, the basic law enforcement training program (police academy) will invoice MCOLES directly for the eligible expenses related to the recruit's academy session. If the recruit withdraws from the academy session or resigns from the agency within the time period allowed for full or partial refund from the academy, that refund shall be returned to MCOLES and applied back to the scholarship fund.

#### Implications for Implementation:

Participating in this program has implications for internal processes in at least two areas. First of all, providing wages, salaries, and benefits for recruits requires a new job classification within the Department of Public Safety. Secondly, it requires a shift to the recruiting and hiring process. Police staff have worked with Human Resources and Finance staff in order to make recommendations regarding these changes.

If participation in this program is approved, a new job classification of Police Recruit will be created. The primary task for this employee will be to attend the police academy training program. The wage for a Police Recruit will be \$25.00 per hour in order to remain competitive with wages paid by other area agencies. This would be a non-union position.

In order to facilitate recruitment and hiring in light of this program, Police and Human Resources staff are putting processes in place to shift more attention towards recruiting pre-academy candidates and hiring candidates before they begin the academy.

#### Rationale for Participating in this Program:

The Police Department currently has five vacancies which we hope to fill as soon as possible. Between now and September of 2026, we anticipate up to 23 vacancies (when considering those who will reach retirement eligibility as well as increased staffing, should funding be available). As always, we hope to attract quality candidates while placing an emphasis on minority candidates, candidates with prior military service, and candidates from underprivileged backgrounds for these positions. Ultimately, we are continuing to make efforts to have the make-up of our Department more closely reflect the diversity within the community we serve.

Since the *MCOLES Public Safety Academy Assistance Program* is offered to police agencies across the State, it is likely that most, if not all agencies will be participating in this program. This means that candidates will likely expect to be hired by an agency, receive wages throughout the academy training process, and will expect to have their academy costs covered through this program. Participating in the MCOLES program will allow us to remain competitive in this current hiring landscape. We also hope to maintain the internal *Police Officer Academy Sponsorship Program* for qualified candidates who are not eligible for the MCOLES program.

**BUDGET IMPACT:**

The cost associated with paying police recruits during the academy will vary based on which training academy the recruit attends. The number of instructional hours and attendance requirements varies from one training academy to the next. The estimated cost to the City for wages and benefits (after receiving the \$4,000 stipend from MCOLES) is estimated as follows for the local training academies:

**Estimated Cost to the City of Wyoming after Receiving \$4,000 Stipend**

Grand Rapids Community College Police Academy	\$20,000
Grand Valley State University Police Academy	\$24,000
Ferris State University Police Academy	\$25,000

Due to savings from position vacancies in the current fiscal year, no additional funding will be needed for the program. If participation is approved, funding for recruit sponsorships will be included in future budgets.

Thank you for your consideration.

# City of Wyoming in Coordination with MCOLES Grant Police Recruit Academy Assistance Program

CITY MISSION: Community – Safety – Stewardship

DEPARTMENT MISSION: Honor – Courage – Duty – Trust

## REQUIREMENTS

To participate in the City of Wyoming Police Recruit Academy Assistance Program through the MCOLES Grant, candidates must:

- Apply for employment with the City of Wyoming as a Police Recruit.
- Complete panel interview.
- Complete a Chief's interview with the Director of Public Safety or designee.
- Pass a comprehensive background investigation.
- Pass and complete all pre-employment requirements including a drug screen, MCOLES physical, and MCOLES psychological exam.
- Be eligible for MCOLES license upon completion of the academy.
- Comply with all policies, rules, and regulations of the City of Wyoming, Department of Public Safety, academic institution, and the police academy.
- Candidates are responsible for transportation associated with job responsibilities, including travel to and from the academy.

## EMPLOYMENT

- Police Recruit must complete pre-academy requirements including reading, writing, physical agility testing in accordance with MCOLES and academy guidelines.
- Police Recruit – Must upon acceptance into the City of Wyoming Police Recruit Academy Assistance Program through the MCOLES Grant, the candidate will be presented with an offer of employment as a police recruit with conditional language as a police officer pending successful completion of the academy and MCOLES licensing.
- Police Officer – Provided that the candidate successfully completes the academy, becomes MCOLES licensable, and completes all required conditions of employment with the City of Wyoming, the candidate will be employed as a full-time police officer.

## SPONSORSHIP PROGRAM BENEFIT

- MCOLES will pay for the academy program tuition and fees subject to the rules of MCOLES Grant.
- Police Recruit is responsible for all other costs associated with the academy, including but not limited to the pre-enrollment Reading and Writing and Physical Fitness testing fees, licensing exam retest, and academy facility costs.
- City of Wyoming will pay wages, including overtime exceeding 40 hours/week, of the Police Recruit while the recruit is actively attending academy classes and training.
- Candidates may attend an agency approved MCOLES-accredited academy in the State of Michigan authorized under the MCOLES Grant Program.

## REPAYMENT

Per Statute and Michigan Administrative Rules, individuals shall not be required, or allowed, to repay the employing agency (City of Wyoming) for any costs related to attendance at the academy.

City of Wyoming in Coordination with MCOLES Grant  
Police Recruit Academy Assistance Program  
Addendum to the Employment Application

The City of Wyoming is an Equal Opportunity Employer

Name: \_\_\_\_\_

Address: \_\_\_\_\_

List Academies for which you have made application to or intend to apply to:

Academy Name \_\_\_\_\_ Have you applied? ( ) Y ( ) N - Been accepted ( ) Y ( ) N

Academy start date: \_\_\_\_\_

Expected academy completion date: \_\_\_\_\_

Academy Name \_\_\_\_\_ Have you applied? ( ) Y ( ) N - Been accepted ( ) Y ( ) N

Academy start date: \_\_\_\_\_

Expected academy completion date: \_\_\_\_\_

Academy Name \_\_\_\_\_ Have you applied? ( ) Y ( ) N - Been accepted ( ) Y ( ) N

Academy start date: \_\_\_\_\_

Expected academy completion date: \_\_\_\_\_

***\*if you have been accepted, include a copy of the acceptance letter***

*For your application to be considered, you must attach a resume that includes a list of references, education, and work history in the City's e-applicant system when completing the employment application.*

## Agreement:

I agree to abide by all policies, procedures, rules, and regulations set forth by the City of Wyoming, the Department of Public Safety, the academic institution, and the academy in which I am enrolled.

I understand that the City reserves the right to accept or reject for any reason any or all employee requests to enter or continue in the Program, and to change or discontinue the program at any time and in any manner deemed to be in the best interest of the City.

Employee name (printed): \_\_\_\_\_ Date: \_\_\_\_\_

Employee signature: \_\_\_\_\_

Director of Public Safety signature: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Distribution: Personnel file, employee, department*

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

RESOLUTION TO DEDICATE HEMLOCK DRIVE, RED CEDAR DRIVE AND LOOKING  
GLASS DRIVE IN RIVERTOWN VALLEY PLAT PHASE VI LOCATED WITHIN THE  
CITY OF WYOMING TO BE INCLUDED IN THE MUNICIPAL STREET SYSTEM

WHEREAS:

1. The City of Wyoming has approved and accepted the Hemlock Drive, Red Cedar Drive and Looking Glass Drive improvements in the Rivertown Valley Plat Phase VI located within its corporate limits.
2. It is necessary for the City of Wyoming to furnish certain information to the State of Michigan for the purpose of obtaining funds under Act 51 of 1951.
3. Said streets are located within the City of Wyoming and are under the control of the City of Wyoming Street System.

NOW, THEREFORE, BE IT RESOLVED:

1. That Hemlock Drive, Red Cedar Drive and Looking Glass Drive, within the Rivertown Valley plat Phase VI, are located within the City of Wyoming and are under control of the City of Wyoming.
2. Said streets are public streets and are for public street purposes.
3. Said streets are accepted into the City of Wyoming Local Street System and were open to the public prior to December 31, 2022.

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 February 20, 2023.

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

ATTACHMENTS:

Staff Report  
Centerline Drawing  
Final Plat Approval

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

## STAFF REPORT

Date: February 14, 2023  
Subject: Dedication of Public Streets  
From: Jeffrey Oonk, Senior Civil Engineer  
Meeting Date: February 20, 2023

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### **RECOMMENDATION:**

It is recommended the City Council accept Hemlock Drive, Red Cedar Drive and Looking Glass Drive into the City's street system.

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

Public Act 51 of 1951 requires cities to submit changes to their street system to the Michigan Department of Transportation. Accepting new streets into the City's street system is necessary to ensure the City receives appropriate funding through Act 51.

### **DISCUSSION:**

Construction of Phase VI of the Rivertown Valley Plat (a.k.a. the Reserve at Rivertown) is complete and the final plat was approved by City Council on August 1, 2022. The streets within the plat are open for public use. Adding these streets to the City's street inventory ensures that the funding the City receives through Act 51 is determined based on an accurate record of the City's street network length.

### **BUDGET IMPACT:**

Adding streets to the street inventory increases the amount of Act 51 funding the City is eligible to receive.



RESOLUTION NO. 27442

RESOLUTION TO GRANT FINAL PLAT APPROVAL  
FOR RIVERTOWN VALLEY PLAT VI

WHEREAS:


1. The City of Wyoming strives to provide quality housing throughout the community. The proposed Phase VI will provide 44 residential lots to complement this endeavor.
2. The development of Rivertown Valley Plat VI (also known as "The Reserve at Rivertown, Phase VI" and "Rivertown Valley Phase VI") is a continuation of the TMGB Wilson project.
3. The proposed subdivision will integrate into the existing subdivision.
4. The proposed subdivision complies with the City's Master Plan, Zoning Ordinance and Subdivision Ordinance.
5. City Council granted preliminary plat final approval of the proposed subdivision at their July 6, 2021 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Wyoming City Council does hereby grant Final Plat Approval for Rivertown Valley Plat VI subject to the following condition:
  1. The Engineer shall certify the construction of the plat grading after completion of construction. The certification shall verify with as-built survey, the plat grading meets all relevant grades and elevations per the approved grading plan. The survey information and certification shall be sent to the Engineering Department and is required prior to receiving building occupancy permit.

Moved by Councilmember:		Postler
Seconded by Councilmember:		DeKryger
Motion Carried	Yes	7
	No	0

I certify that this Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 1, 2022.

  
 Kelli A. Vandenberg, Wyoming City Clerk

July 27, 2022

Ms. Kelli A. Vandenberg  
City Clerk  
Wyoming, MI

Subject: Request for Final Plat Approval for Rivertown Valley Phase VI at 5972 Wilson Avenue SW (Section 32) (TMGB Wilson, LLC).

Recommendation: To grant final plat approval.

Dear Ms. Vandenberg,

TMGB Wilson, LLC has requested final plat approval for Rivertown Valley Phase VI. The platting of subdivisions is a multi-step process.

The petitioner proposes 44 lots developed to R-1 Residential standards (10,000 sq. ft. minimum lot size). The plat is part of the larger Rivertown Valley development. Preliminary Plat – Tentative Approval which authorizes the basic lot sizes, orientation and street layout, with preliminary engineering was granted by Planning Commission on April 20 and City Council on May 3, 2021.

The second step is Preliminary Plat – Final Approval which provides full engineering detail for the construction of the plat. Preliminary Plat – Final Approval was granted by City Council on July 6, 2021.

The third step is Final Plat Approval, which generally occurs after the plat is completed with the City accepting the development. Per Sec. 74-242 City Council shall consider the final plat and review for conformance with the ordinance. The applicant has complied with the requirements of Sec. 74-241.

Respectfully submitted,



Nicole Hofert, Director  
Department of Planning and Economic Development

Cc: Curtis Holt, City Manager

community • safety • stewardship

CITY COUNCIL

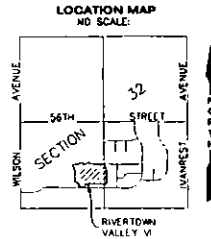
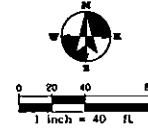
Sheldon DeKryger   John Fitzgerald   Kent Vanderwood   Marissa Postler   Robert Postema   Sam Bolt  
**Jack A. Poll, Mayor**

**RIVERTOWN VALLEY VI**  
 PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE  
 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN  
**SHEET 1 OF 5**

MURLEY AND STEWART  
 2800 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: \_\_\_\_\_

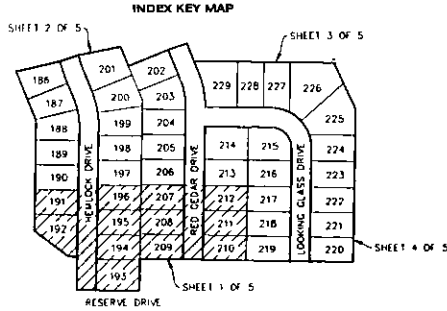
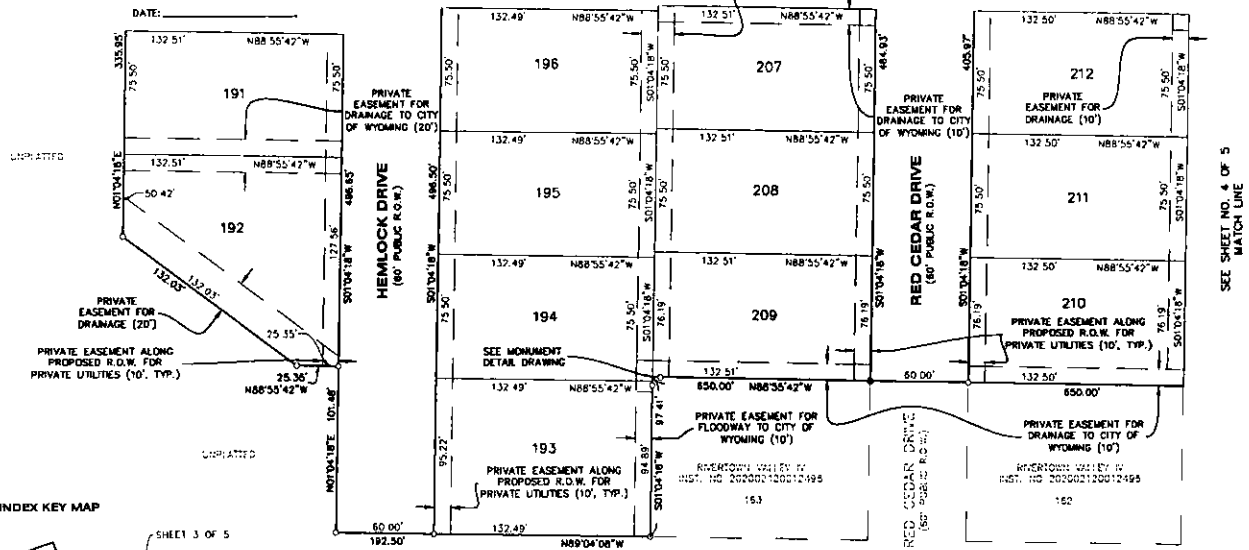


TIMOTHY A. STEWART  
 PRINCIPAL

DATE: \_\_\_\_\_

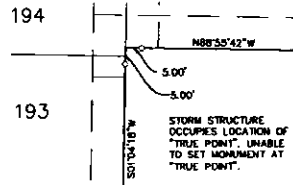
SEE SHEET NO. 2 OF 5  
 MATCH LINE

PRIVATE EASEMENT FOR  
 DRAINAGE (20')



RESERVE DRIVE  
 (60' PUBLIC R.O.W.)

MONUMENT DETAIL DRAWING  
 (1:20 SCALE)

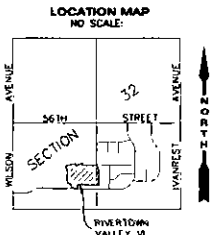
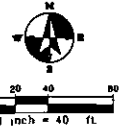


**LEGEND**

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY VI, AS RECORDED IN INSTRUMENT NO. 202002120012498 IN THE KENT COUNTY REGISTER OF DEEDS.  
 ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.  
 ALL DIMENSIONS ARE IN FEET.  
 SET CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER, 36 INCHES LONG ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "C".  
 FOUND CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "O".  
 ALL LOT MARKERS ARE 1/2 INCH STEEL BARS, 18 INCHES IN LENGTH WITH A SURVEY CAP LABELED "HAS 57885".  
 (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

**RIVERTOWN VALLEY VI**  
 PART OF THE SOUTH HALF OF SECTION 32, TOWN 08 NORTH, RANGE  
 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN  
**SHEET 2 OF 5**

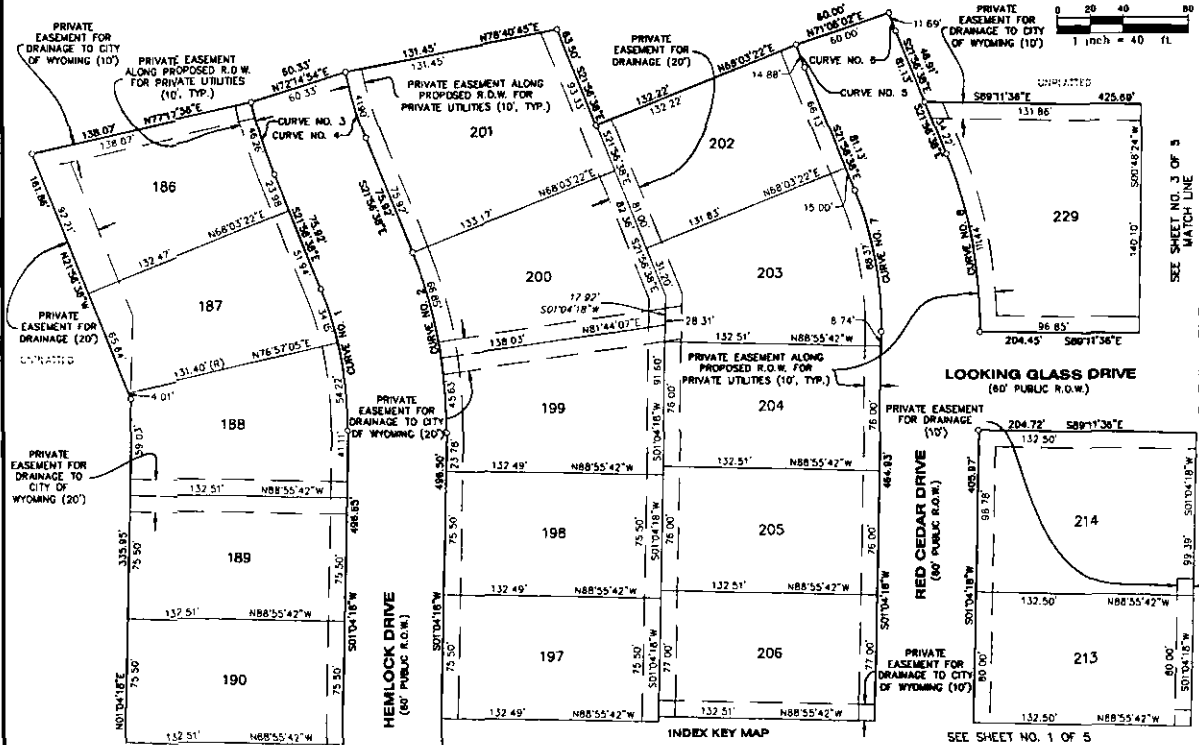
UNPLATTED



HURLEY AND STEWART  
 2500 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057848

DATE: \_\_\_\_\_

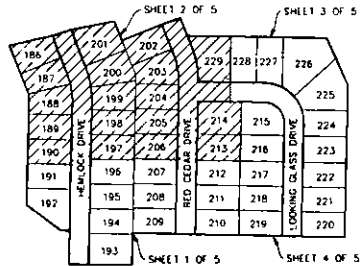


SEE SHEET NO. 1 OF 5  
 MATCH LINE

SEE SHEET NO. 3 OF 5  
 MATCH LINE

SEE SHEET NO. 1 OF 5  
 MATCH LINE

INDEX KEY MAP

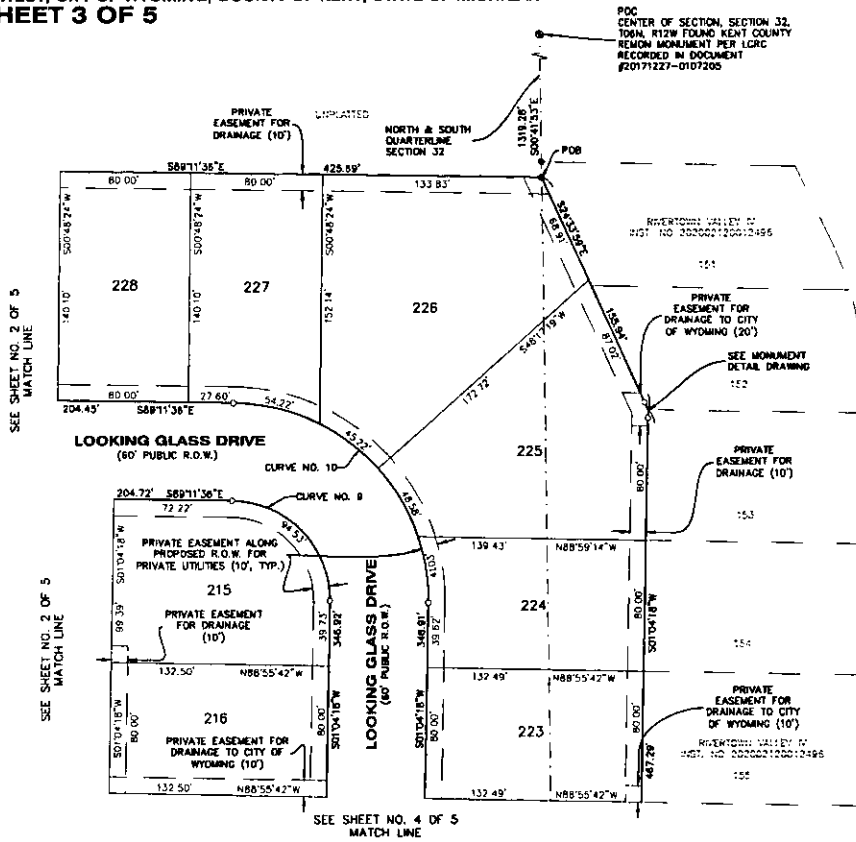
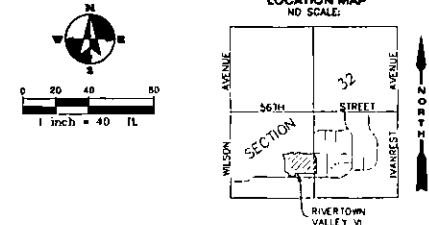


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 FOUND CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "M".  
 ALL LOT MARKERS ARE 1/2 INCH STEEL BARS, 16 INCHES IN LENGTH WITH A SURVEY CAP LABELED "H&S 57880".  
 (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	BEARING	CHORD
CURVE NO. 1	23°00'56"	220.00'	88.37'	S10°26'10"E	87.78'
CURVE NO. 2	23°00'56"	280.00'	112.48'	N10°26'10"E	111.72'
CURVE NO. 3	9°28'02"	280.00'	46.26'	N17°12'37"W	46.21'
CURVE NO. 4	10°54'42"	220.00'	41.90'	N16°29'17"W	41.83'
CURVE NO. 5	3°02'39"	280.00'	14.88'	N20°25'18"W	14.87'
CURVE NO. 6	3°02'39"	220.00'	11.69'	S20°25'18"E	11.69'
CURVE NO. 7	23°00'56"	220.00'	86.37'	S10°26'10"E	87.78'
CURVE NO. 8	22°46'12"	280.00'	111.44'	N10°37'31"W	110.70'

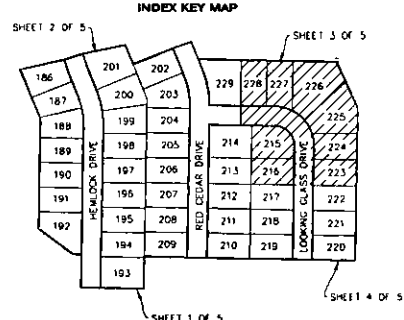
**RIVERTOWN VALLEY VI**  
 PART OF THE SOUTH HALF OF SECTION 32, TOWN 08 NORTH, RANGE  
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**SHEET 3 OF 5**



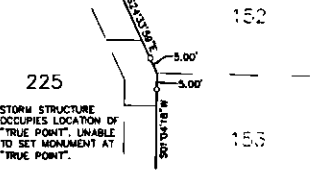
HURLEY AND STEWART  
 2800 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057885

DATE: \_\_\_\_\_



**MONUMENT DETAIL DRAWING**  
 (1:20 SCALE)



CURVE TABLE				
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD
CURVE NO 9	90°15'54"	60.00'	94.53'	N44°03'39"W 85.05'
CURVE NO. 10	90°15'54"	120.00'	189.05'	S44°03'39"E 170.10'

**LEGEND**

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 202002120012496 IN THE KENT COUNTY REGISTER OF DEEDS.

ALL CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.

ALL DIMENSIONS ARE IN FEET.

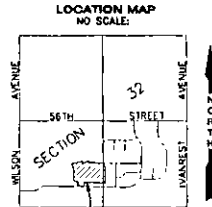
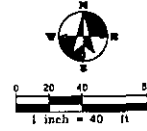
SET CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER, 36 INCHES LONG ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "C".

FOUND CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS "B".

ALL LOT MARKERS ARE 1/2 INCH STEEL BARS, 18 INCHES IN LENGTH WITH A SURVEY CAP LABELED "H&S 57885".

(R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

**RIVERTOWN VALLEY VI**  
 PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE  
 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN  
**SHEET 4 OF 5**



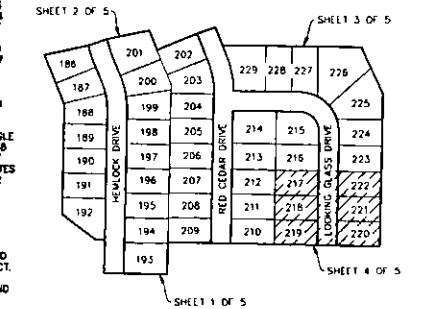
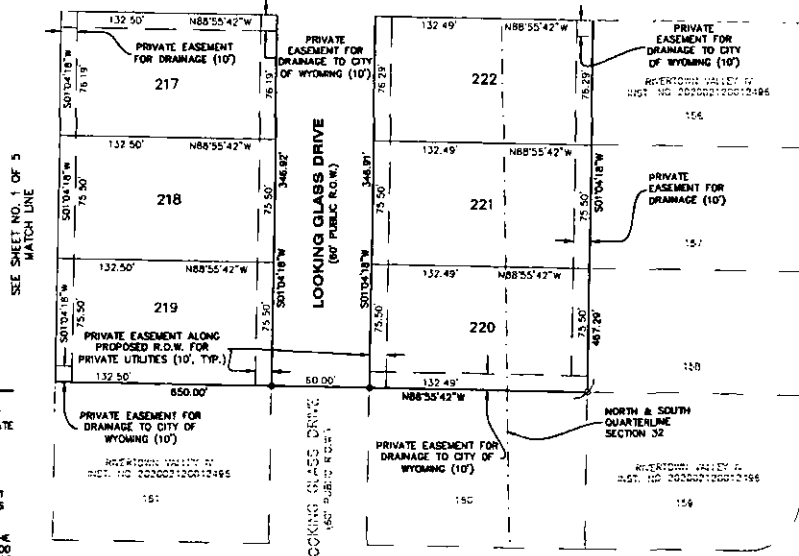
HURLEY AND STEWART  
 2800 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49009

TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057865

DATE: \_\_\_\_\_



SEE SHEET NO. 3 OF 5  
 MATCH LINE



**SURVEYOR'S CERTIFICATE**

I, TRAVIS A. KRENTZ, SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS: PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN, DESCRIBED AS: COMMENCING AT THE CENTER OF SECTION 32, TOWN 06 NORTH, RANGE 12 WEST; THENCE ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION AND THE WEST LINE OF RIVERTOWN VALLEY (LIBER 116 OF PLATS ON PAGES 34-38); # (INSTRUMENT NUMBER 20200500003371), AND (INSTRUMENT NUMBER 202002120012496), SOUTH 00 DEGREES 41 MINUTES 53 SECONDS EAST 1918.27 FEET TO AN ANGLE POINT IN THE WEST LINE OF LOT 151 OF RIVERTOWN VALLEY IV AND THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF LOTS 151 AND 152, SOUTH 24 DEGREES 33 MINUTES 58 SECONDS EAST 153.04 FEET TO THE NORTHWEST CORNER OF LOT 153; THENCE ALONG THE WEST LINE OF LOTS 153-156, SOUTH 01 DEGREES 04 MINUTES 18 SECONDS WEST 467.29 FEET TO THE SOUTHWEST CORNER OF LOT 156; THENCE ALONG THE NORTH LINE OF LOTS 180-183, NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST 850.00 FEET TO THE NORTHWEST CORNER OF LOT 183; THENCE ALONG THE WEST LINE OF LOT 183, SOUTH 01 DEGREES 04 MINUTES 18 SECONDS WEST 07.41 FEET TO THE NORTH LINE OF RESERVE DRIVE; THENCE ALONG THE NORTH LINE OF RESERVE DRIVE, NORTH 88 DEGREES 04 MINUTES 08 SECONDS WEST 182.50 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 18 SECONDS EAST 101.48 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 42 SECONDS WEST 25.35 FEET; THENCE NORTH 53 DEGREES 10 MINUTES 40 SECONDS WEST 132.03 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 18 SECONDS EAST 335.85 FEET; THENCE NORTH 21 DEGREES 56 MINUTES 38 SECONDS WEST 161.86 FEET; THENCE NORTH 77 DEGREES 17 MINUTES 55 SECONDS EAST 138.07 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 34 SECONDS EAST 80.33 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 45 SECONDS EAST 131.45 FEET; THENCE SOUTH 21 DEGREES 56 MINUTES 38 SECONDS EAST 63.50 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 22 SECONDS EAST 132.22 FEET; THENCE NORTH 71 DEGREES 06 MINUTES 02 SECONDS EAST 80.00 FEET; THENCE SOUTHEASTERLY 11.88 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS SOUTH 20 DEGREES 28 MINUTES 18 SECONDS EAST 17.09 FEET, DELTA ANGLE BEING 03 DEGREES 02 MINUTES 30 SECONDS; THENCE SOUTH 21 DEGREES 56 MINUTES 38 SECONDS EAST 48.91 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 11 MINUTES 36 SECONDS EAST 425.88 FEET TO THE NORTH AND SOUTH QUARTERLINE OF SECTION 32 AND THE POINT OF BEGINNING.  
 THIS PLAT CONTAINS 44 LOTS AND 14.06± ACRES.  
 THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.  
 THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.  
 THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT.  
 THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT.  
 THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.

**LEGEND**

PLAT BEARINGS WERE ESTABLISHED FROM THE PLAT BEARINGS ON RIVERTOWN VALLEY IV, AS RECORDED IN INSTRUMENT NO. 202002120012496 IN THE KENT COUNTY REGISTER OF DEEDS.  
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 ALL LOT MARKERS ARE 1/2 INCH STEEL BARS, 18 INCHES IN LENGTH WITH A SURVEY CAP LABELED "MMS-57865".  
 (R) = RADIAL LINES. ALL OTHERS ARE NON-RADIAL.

**RIVERTOWN VALLEY VI**  
**PART OF THE SOUTH HALF OF SECTION 32, TOWN 06 NORTH, RANGE**  
**12 WEST, CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN**  
**SHEET 5 OF 5**

**PROPRIETOR'S CERTIFICATE**

TWGB WILSON, LLC, 2221 HEALTH DRIVE, SUITE 2200, WYOMING, MICHIGAN 49518, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY GARY L. GRANGER, MEMBER, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DESIGNATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

TWGB WILSON, LLC  
 2221 HEALTH DRIVE, SUITE 2200  
 WYOMING, MICHIGAN 49518  
 STATE FILE NUMBER: 868205  
 DATE: JUNE 19, 2000

GARY L. GRANGER, MEMBER

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN  
 COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY GARY L. GRANGER, MEMBER OF TWGB WILSON, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY

NOTARY PUBLIC, KENT COUNTY, MICHIGAN

MY COMMISSION EXPIRES \_\_\_\_\_

**RECORDING CERTIFICATE**

STATE OF MICHIGAN  
 KENT COUNTY

THIS PLAT WAS RECEIVED FOR RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT \_\_\_\_\_ M, AND RECORDED IN INSTRUMENT NUMBER \_\_\_\_\_

LISA POSTHUMUS LYONS  
 KENT COUNTY CLERK - REGISTER OF DEEDS

HURLEY AND STEWART  
 2800 SOUTH 11TH STREET  
 KALAMAZOO, MICHIGAN, 49008

TRAVIS A. KRENTZ  
 PROFESSIONAL LAND SURVEYOR # 4001057865

DATE: \_\_\_\_\_



**PROPRIETOR'S CERTIFICATE**

MERCANTILE BANK CORPORATION, 310 LEONARD STREET NW, GRAND RAPIDS, MICHIGAN 49504, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY MIKE SMINSKI, SENIOR VICE PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DESIGNATED AS REPRESENTED ON THIS PLAT; AND THAT THE STREETS ARE FOR USE OF THE PUBLIC; AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT.

MERCANTILE BANK CORPORATION  
 310 LEONARD STREET NW  
 GRAND RAPIDS, MICHIGAN 49504  
 STATE FILE NUMBER 800511396  
 DATED: JULY 15, 1997

MIKE SMINSKI, SENIOR VICE PRESIDENT

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN  
 COUNTY OF KENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY MIKE SMINSKI, SENIOR VICE PRESIDENT, OF MERCANTILE BANK CORPORATION, A MICHIGAN CORPORATION, ON BEHALF OF THE LIMITED LIABILITY COMPANY

NOTARY PUBLIC, KENT COUNTY, MICHIGAN

MY COMMISSION EXPIRES \_\_\_\_\_

**SURVEYOR CERTIFICATION OF TRUE COPY**

I, TRAVIS A. KRENTZ, SURVEYOR, CERTIFY:

THAT PURSUANT TO SECTION 560.101 TO 560.293, THIS IS A TRUE COPY OF THE FINAL PLAT OF RIVERTOWN VALLEY VI; AND, THAT THE FINAL PLAT IS SUBJECT TO THE APPROVAL OF EACH OF THE FOLLOWING AGENCIES (WHOSE APPROVAL IS REQUIRED UNDER SECTION 560.101 TO 560.293):

KEN YONKER, COUNTY DRAIN COMMISSIONER \_\_\_\_\_

KELLI VANDENBERG, GOVERNING BODY OF THE MUNICIPALITY \_\_\_\_\_

JAMES R. SAALFELD, COUNTY PLAT BOARD \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

LICENSE NO. \_\_\_\_\_

**MUNICIPAL CERTIFICATE**

I CERTIFY THAT THIS PLAT WAS APPROVED BY CITY OF WYOMING BOARD OF THE CITY OF WYOMING AT A MEETING HELD \_\_\_\_\_, 2022, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. THE CITY DOES HAVE THE PROPER ADOPTED ZONING AND SUBDIVISION CONTROL ORDINANCES WITH REFERENCE TO SECTION 186 OF PA 288 AND WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. PUBLIC WATER AND SEWER HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION.

KELLI VANDENBERG  
 WYOMING CITY CLERK

DATE \_\_\_\_\_

**COUNTY DRAIN COMMISSIONER'S CERTIFICATE**

APPROVED ON \_\_\_\_\_, 2022, AS COMPLYING WITH 1967 PA 288, MCL 560.182 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF KENT.

KEN YONKER  
 KENT COUNTY DRAIN COMMISSIONER

DATE \_\_\_\_\_

**TREASURER'S CERTIFICATE**

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING \_\_\_\_\_, 2022, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

PETER MACGREGOR  
 KENT COUNTY TREASURER

DATE \_\_\_\_\_

**COUNTY PLAT BOARD CERTIFICATE**

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE KENT COUNTY PLAT BOARD ON \_\_\_\_\_, 2022, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

MANDY BOLTER  
 KENT COUNTY COMMISSIONER

DATE \_\_\_\_\_

LISA POSTHUMUS LYONS  
 KENT COUNTY CLERK - REGISTER OF DEEDS

DATE \_\_\_\_\_

PETER MACGREGOR  
 KENT COUNTY TREASURER

DATE \_\_\_\_\_

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

RESOLUTION TO CONCUR WITH THE PURCHASE OF A 16” WATERMAIN GATE VALVE  
AND TO CONCUR WITH THE CITY MANAGER SIGNING THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the purchase of a 16” watermain gate valve from Ferguson Enterprises, LLC d/b/a Ferguson Waterworks in the total amount of \$7,995.00.
2. Funds are available in account number 591-441-56200-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the purchase of a 16” watermain gate valve in the total amount of \$7,995.00.
2. The City Council concurs with the City Manager signing the contract.
3. The City Council concurs 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 20, 2023.

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

ATTACHMENTS:

Staff Report

Contract/Quote

## STAFF REPORT

Date: February 7, 2023  
Subject: Concur with the Purchase of a Watermain Gate Valve  
From: Jay VanDyke, Assistant Director of Public Works – Maintenance  
Meeting Date: February 20, 2023

---

### RECOMMENDATION:

It is requested the City Council concur with the purchase of a 16” watermain gate valve in the amount of \$7,995.00 from Ferguson Enterprises, LLC (d/b/a Ferguson Waterworks) and concur with the City Manager signing the contract.

### COMMUNITY, SAFETY, STEWARDSHIP:

Gate valves are used to isolate sections of watermain that are being repaired or replaced throughout the City. It is important that these valves work properly to minimize water system disruptions and stagnation, ensuring safe and reliable drinking water.

### DISCUSSION:

Recently, a 16” watermain gate valve broke during a routine maintenance activity. This valve is not actively leaking, and no business or residence is without water. However, it is likely broken in the closed position which can cause water quality and pressure issues. Therefore, it is important that this valve be replaced as soon as possible.

The City Manager authorized the Public Works Department to obtain quotes for the purchase of a gate valve due to the urgent replacement need. Ferguson Enterprises, LLC (d/b/a Ferguson Waterworks), Core and Main, ETNA Supply, which are the suppliers for all City watermain valves, were contacted to provide a quote. All three companies provided a quote and are as follows:

Ferguson Enterprises, LLC (d/b/a Ferguson Waterworks)	\$7,995.00
Core and Main	\$8,164.64
ETNA Supply	\$9,050.00

It is recommended that the City Council concur with the purchase of the gate valve through Ferguson Enterprises, LLC (d/b/a Ferguson Waterworks), which provided the lowest quote.

### BUDGET IMPACT:

Sufficient funds are available in the watermain maintenance account number 591-441-56200-775.000.

### ATTACHMENTS:

Contract/Quote

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: February 7, 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 d/b/a Ferguson Waterworks  
(Name of supplying entity)  
A Foreign limited liability company in Virginia  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
3900 44<sup>th</sup> St SE  
(Supplier's street address)  
Kentwood, MI 49512  
(Supplier's city, state & zip)

TERMS AND CONDITIONS

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

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

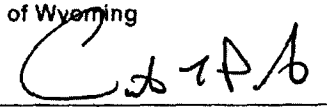
None.

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


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

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

City of Wyoming

By:   
Curtis Holt, City manager

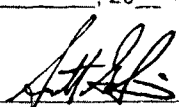
Ferguson Enterprises, LLC d/b/a Ferguson Waterworks

By:   
(Signature officer, director or principal of Supplier)  
Daniel Myers, Municipal Sales  
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: January 31, 2023

Date signed: 1-31, 2023

Approved as to form:

  
Scott G. Smith, City Attorney

**CITY PURCHASING STANDARD TERMS AND CONDITIONS**

1. **Applicability.** Except as modified in writing signed by either the Mayor and City Clerk or the City Manager, these Standard Terms and Conditions (**these Terms**) apply to City of Wyoming (**City**) purchases of parts, equipment or other goods that do not involve any services from the supplier identified on the face of the contract (**Supplier**). By signing the contract Supplier attests it complies and will comply with these Terms.
2. **Legal Compliance.** Supplier will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction.
3. **Qualifications.** Supplier represents and promises that:
  - A. Neither Supplier nor Supplier's principals, owners, officers, shareholders, key employees, directors, members or partners (i) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) has within 3-years preceding this contract been convicted of or had a judgment against it/him/her for fraud or a criminal offense connected with obtaining or attempting to obtain a public contract, for violating antitrust statutes, or for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently charged with any of the preceding offenses; or (iv) has within 3-years preceding this contract had a public transaction terminated for cause or default.
  - B. Unless otherwise approved by the City Purchasing Director or City Attorney, Supplier and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
  - C. Neither Supplier nor Supplier's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
4. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in all City programs, benefits, and actions, including City contracts and activities that suppliers or others engage in for or on behalf of City. Accordingly:
  - A. Supplier in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
  - B. Supplier will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975 and §504 of the federal Rehabilitation Act of 1973, together with all rules, regulations, orders, and guidance issued pursuant to those statutes.
  - C. If Supplier will engage with others on City's behalf, Supplier must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Supplier must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
  - D. Supplier must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
  - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.
  - F. Supplier must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Supplier is in the sole possession of another who fails or refuses to furnish it, Supplier must so certify to City.
5. **Ethical Standards.** Supplier and its directors, members, partners, officers and employees, and any Supplier parent, affiliate, or subsidiary has not engaged in and will not: (i) engage in an act creating an appearance of impropriety with respect to this contract; (ii) attempt or appear to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value; or (iii) pay or agree to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner or key employee of Supplier of any Supplier parent, affiliate, or subsidiary is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Supplier will immediately notify City of any change in this statement.
6. **Intellectual Property.** Supplier guarantees the sale and City use of articles, software, copies, records or other intellectual property provided by the Purchase will not infringe any copyright, patent, trademark or other intellectual property rights. Supplier will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights because of their sale or use and will pay all amounts recoverable in any such action.
7. **Quality.** Unless otherwise stated in the Supplier's proposal, all materials and items supplied will be new, the best of their respective kind, and free from defects.
8. **Taxes.** City is generally exempt from federal and state taxes. A copy of its tax certificate of exemption can be requested by contacting the City Finance Department.
9. **Manufacturer Information/Warranties.** Supplier will provide City all manufacturer parts lists, assembly or maintenance information, and other documents provided by the manufacturer

for all items provided under the Purchase and shall ensure any warranties for such items are held by City.

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

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

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

Exhibit B  
Proposal



FERGUSON WATERWORKS #2053  
 3900 44TH ST SE  
 KENTWOOD, MI 49612-3942

Phone: 616-803-7521  
 Fax: 616-554-7728

Deliver To:	
From:	Daniel Myers
Comments:	

15:29:21 JAN 12 2023

Page 1 of 1

FERGUSON WATERWORKS #3386  
 Price Quotation  
 Phone: 616-803-7521  
 Fax: 616-554-7728

Bid No: B080564  
 Bid Date: 01/12/23  
 Quoted By: DQM

Cust Phone: 616-530-3173  
 Terms: NET 10TH PROX

Customer: CITY OF WYOMING  
 2660 BURLINGAME AVE SW  
 PUBLIC WORKS  
 WYOMING, MI 49509

Ship To: CITY OF WYOMING  
 2660 BURLINGAME AVE SW  
 PUBLIC WORKS  
 WYOMING, MI 49509

Cust PO#: CITY OF WYOMING

Job Name: 16 GATE VALVE

Item	Description	Quantity	Net Price	UM	Total
E2201510	16 DI MJ RW OR GATE VLV L/A	1	7995.000	EA	7995.00
<b>Net Total:</b>					\$7995.00
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$7995.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.  
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3386&on=1657>

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

RESOLUTION TO ACCEPT A QUOTE FOR THE  
PURCHASE OF A QUANTUM® SCALAR i3 TAPE LIBRARY

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a Quantum® Scalar i3 tape library from VDA Labs in the total estimated amount of \$33,649.72.
2. Funds are budgeted in account number 101-258-25800-984.017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of a Quantum® Scalar i3 tape library in the total estimated amount of \$33,649.72.
2. The City Council authorizes the City Manager to authorize future renewals in accordance with budget authorization.
3. The City Council waives 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 20, 2023.

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

ATTACHMENTS:

Staff Report

Quote

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

## STAFF REPORT

Date: February 9, 2023  
Subject: Quantum® Scalar i3 Tape Library  
From: Paul Gerndt, Director of Information Technology  
Meeting Date: February 20, 2023

---

### **RECOMMENDATION:**

It is recommended that the City Council accept a quote from VDA Labs for the purchase of a Quantum® Scalar i3 Tape Library at a cost of \$33,649.72 and authorize the City Manager to approve annual maintenance renewals.

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

Protection of the City's data is a primary responsibility of the Information Technology Department. Backing up data to tapes provides an immutable copy of data that can be used to recover systems in the event of cyber incident, human error, or mechanical failure.

### **DISCUSSION:**

The Information Technology Department operates several tape backup devices to backup and protect the City's data from loss. These devices are generation 6 linear tape open (LTO-6) technology with an individual tape capacity between 2.5 and 6.5 terabytes (TB) of data, depending on the data's ability to be compressed. Due to the performance limitations of LTO-6 and tape capacity, it currently requires 17 tapes and over 40 hours to complete a full backup of the City's data. The devices currently in use are reaching the end of their useful life and need to be replaced. Replacement is planned and budgeted in the current fiscal year.

Staff researched backup solutions that satisfy the needs for immutable copies of data and found the current cost of backup to immutable cloud storage is cost prohibitive for the City's volume of data, and the time required to perform a full restoration from cloud storage would not meet our recovery time objective (RTO). On premise backup to tape remains the best solution.

Staff engaged with VDA Labs, a local provider of information technology solutions and requested a recommendation for an LTO-9 tape library that would meet our capacity and performance needs. The company recommended the Quantum® Scalar i3 Tape Library. This unit will reduce the number of tapes required to protect City data from 17 to approximately three. Further, performance of the LTO-9 technology is expected to cut over 30 hours from the time required to perform a full backup to tape. Likewise, recovery of data from tape will be significantly faster.

VDA Labs provided a quote from the National Cooperative Purchasing Alliance (NCPA) price list quote for the Quantum® Scalar i3 Tape Library at a cost of \$36,416. At staff's request, the company sought special pricing consideration from the manufacturer and provided an alternate quote of \$33,649.72 – a savings of \$2,777 from the cooperative's contract pricing. Staff recommends acceptance of the alternate quote.

**BUDGET IMPACT:**

Sufficient funding for this purchase is budgeted and available in account 101-258-25800-984.017 (General Fund-Information Technology-Capital Outlay - Computer Equipment).



**Quote: QTE03530123**

Date 1/23/2023

Exp Date: 2/22/2023

Payment Terms: Net 30

VDA Labs | 5020 E Beltline Ave NE | (616) 874-7810 | www.vdalabs.com

**Company** City of Wyoming  
**Contact** Paul Gerndt  
**Email** paul.gerndt@wyomingmi.gov  
**Phone** 616-530-7228

**Proposed By** Skip Petrovich  
**Email** spetrovich@vdalabs.com  
**Phone** 616-282-2239

Special Discount Pricing - i3 Library with (2) LTO9 Tape Drives					
Qty	Product	Type	Description	Unit Price	Ext. Price
1	LSC33-BSC0-001A	Hardware	Quantum Scalar i3 Library, 3U Control Module, 25 licensed slots, no tape drives, equipment rack must support product depth of 36.4in (92.5cm)	\$ 3,900.79	\$3,900.79
2	LSC33-ATDX-L9NA	Hardware	Quantum Scalar i3 IBM LTO-9 Tape Drive Module, Half Height, 12Gb SAS, Single mini-SAS-HD 8644 Port	\$ 8,299.74	\$16,599.48
1	LSC33-APWR-001A	Hardware	Quantum Scalar i3 Power Supply, 80 Plus Certified Energy Efficient	\$ 401.02	\$401.02
2	9-05359-02	Hardware	Quantum SAS Interface Cable, Mini-SAS-HD 2.1 8644-to-Mini-SAS-HD 2.1 8644, 6.6ft (2m)	\$ 149.41	\$298.82
1	LSC33-ALSE-001A	Software/Licensing	Quantum Scalar i3 25-Slot Capacity on Demand Upgrade License	\$ 2,212.06	\$2,212.06
1	SSC33-NSYS-0001	Professional Services	Quantum Scalar i3 Library, Initial Onsite Installation and Configuration, zone 1	\$ 684.96	\$684.96
1	SAABB-NSSC-0001	Professional Services	Quantum Site Charge, Entry-Level/Midrange, zone 1	\$ 1,811.04	\$1,811.04
2	SSC33-NTD1-0001	Professional Services	Quantum Scalar i3 Library, Tape Drive, Single Drive, Onsite Installation, zone 1	\$ 145.53	\$291.06
1	SSC33-LSC0-CB31	Maintenance Support	Quantum Scalar i3 Library, 3U Control Module, 25 licensed slots, no tape drives; Support Plan, Bronze (5x9xNBD CRU); Uplift, three years, zone 1	\$ 840.84	\$840.84
2	SSC33-LTDX-CB31	Maintenance Support	Quantum Scalar i3, Tape Drive Module, Half Height; Support Plan, Bronze (5x9xNBD CRU); Uplift, three years, zone 1	\$ 1,547.15	\$3,094.30
1	SSC33-LLSE-CB31	Maintenance Support	Quantum Scalar i3, 25-Slot Upgrade; Support Plan, Bronze (5x9xNBD CRU); Uplift, three years, zone 1	\$ 510.97	\$510.97
1	MR-L9LQN-BC	Hardware	Quantum data cartridge, LTO Ultrium 9 (LTO-9), pre-labeled, 20-pack	\$ 2,794.18	\$2,794.18
5	MR-LUCQN-BC	Hardware	Quantum cleaning cartridge, LTO Ultrium Universal, pre-labeled	\$ 42.04	\$210.20
				<b>Subtotal:</b>	<b>\$33,649.72</b>

Thank you for the opportunity to earn your business

The information contained in this communication is confidential, is intended for the use of the recipient named above, and may be legally privileged. The Pricing outlined in this quotation is a 3 Year Commitment with Annual Billing Terms. By authorizing purchase of this quotation you are agreeing to the full 3 year contract with annual billing amounts specified in this quotation. Quotation is subject to terms and conditions.

Approved as to form:

Scott G. Smith, City Attorney

## Pricing & Inventory

VDA Labs, its representatives and affiliates reserve the right to cancel any order at its discretion. We do our very best to ensure the accuracy of any and all information, including product specifications, pricing, available inventory and product condition.

## Limitation of Liability

Under no circumstances will VDA Labs or its affiliates have any liability with respect to any claims or damages (whether direct or indirect, special, incidental, consequential or punitive) as a result of your access or use of (or inability to access or use) this Web site or its content, even if they have been advised of the possibility of such damages. Additionally, VDA Labs is not liable for any errors and omissions, inaccuracy of information, lost production, business interruption, lapses in coverage or lost data. You access and use this Web site at your own risk.

## Limited Warranty

VDA Labs (VDA Labs) warrants that the products purchased by end-user customers from VDA Labs will be free from defects in materials and/or workmanship when in normal use for the period of three (3) years from the date of purchase. Advance Replacement warranty options are available for an incremental charge. For full warranty details, please refer to our Warranty Statement.

All products are guaranteed eligible for Original Equipment Manufacturers (OEM) installation and maintenance. VDA Labs is not responsible for any customer assessed inspection, certification, license or ownership transfer or return to service fees.

When applicable, OEM and VDA Labs reserve the right to combine new, previously used and/or refurbished materials equivalent to new in performance and reliability. VDA Labs reserves the right to modify and/or custom configure OEM products to meet customer technical and/or configuration requirements.

Unless otherwise expressly indicated, assume all products are previously used, refurbished, tested and fully integrated.

### Note(s):

- Shipping terms FOB Origin.
- Product(s) ordered from VDA Labs are not cancelable or returnable without the express written consent of VDA Labs. At VDA Labs's discretion, approved order cancellations or returns are subject to a restocking fee as determined by VDA Labs. Customer must request order cancellation or return authorization within 30 days of the purchase date. All returns must be in saleable condition.
- VDA Labs reserves the right to assign all or part of the customer's order.
- VDA Labs reserves the right to reject or cancel a customer's order.
- All duties and taxes are the responsibility of the customer. VDA Labs is not responsible for any incurred duties, taxes or fees assessed for the shipment and importation resulting from our product warranty.
- Duo Service Terms & Condition: <https://duo.com/legal/pass-through-terms>

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

RESOLUTION TO ACCEPT A QUOTE FOR THE PURCHASE OF  
PORTABLE LASER SPEED MEASUREMENT DEVICES  
AND LOCKABLE MOTORCYCLE HOLSTERS AND  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of six ProLaser 4 portable Lidar (laser) speed measurement devices and four ProLaser lockable motorcycle holsters from Kustom Signals, Inc. in the total estimated amount of \$14,810.00 using MiDEAL contract pricing.
2. General Motors has provided a donation to the Greater Wyoming Community Resource Alliance for the purchase and a budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of portable laser speed measurement devices and lockable motorcycle holsters in the total estimated amount of \$14,810.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The City Council approves the attached budget amendment.
4. The City Council waives 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on February 20, 2023.

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

ATTACHMENTS:

Budget Amendment

Staff Report

Contract

Quote

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



## STAFF REPORT

Date: February 7, 2023  
Subject: Portable Laser Speed Measurement Devices  
From: Capt. Eric Wiler  
Meeting Date: February 20, 2023

---

### **RECOMMENDATION:**

It is recommended City Council approve the purchase of six ProLaser 4 portable Lidar (laser) speed measurement devices at \$2,335 each and four ProLaser lockable motorcycle holsters at \$200 each from Kustom Signals, Inc. to assist the department with increasing traffic safety and reducing serious injury and fatal crashes.

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

With thousands of motorists traveling the roadways in our City on a daily basis, traffic safety is a priority for the Department of Public Safety. The Department of Public Safety responds to over 2,000 motor vehicle crashes annually with an average of over seven fatal crashes per year. Utilizing portable laser speed measurement devices will assist us with working toward our mission of increasing the safety of our motoring public and thereby increasing the quality of life for our community. Funding for the portable laser speed measurement devices will be provided by General Motors in the form of a traffic safety donation.

### **DISCUSSION:**

It has been a goal of the Department of Public Safety to reduce the number of traffic crashes in our community for several years.

The ProLaser 4 with TrafficTrak™ has the ability to collect traffic survey data such as traffic count, average speed, and the number of vehicles traveling over the posted speed limit, in addition to being used as a speed measurement device.

The Department of Public Safety currently uses in-car radar units for speed measurement and have found Kustom Signals, Inc. to be a reputable manufacturer of speed measurement devices. The equipment is available to be purchased using the State of Michigan MiDEAL contract pricing through Kustom Signals, Inc.

### **BUDGET IMPACT:**

The total purchase price of six ProLaser 4 with TrafficTrak™ portable Lidar (laser) speed measurement devices and four ProLaser lockable motorcycle holsters is \$14,810. General Motors has provided a donation to the Greater Wyoming Resource Alliance for the purchase and a budget amendment is required to transfer the funds to the appropriate account.

Attachments:  
Quote  
Budget Amendment



**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

Quote Number 00004321



Prepared By Sonya Schoneman  
Phone 913-428-3278  
Email ssschoneman@kustomsignals.com

Address 10901 West 84th Terrace, Suite 100  
Lenexa, KS 66214  
United States  
Created Date 2/7/2023  
Expiration Date 4/27/2023

Quote To:

Name Captain ERIC WILER  
Bill To Name WYOMING POLICE DEPARTMENT  
Bill To PUBLIC WORKS: 2660 BURLINGAME AVENUE  
SW  
WYOMING, MI 49509-1850  
USA  
Ship To Name WYOMING POLICE DEPARTMENT  
Ship To PD: 2300 DEHOOP AVE SW  
SHIPPING: 2660 BURLINGAME AVENUE SW  
WYOMING, MI 49509-1850  
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
2003	6.00	ProLaser 4 with Bluetooth, TrafficTrak™ and Android tablet bundle. Includes Bluetooth handle upgrade, TrafficTrak wireless survey application installed on Android tablet, Hogue grip, 8 AA rechargeable batteries with charger, USB to PC interface cable, 12V accessory power to USB adapter, and hard carry case	\$2,335.00	\$14,010.00
2033	4.00	ProLaser 4 Lockable Motorcycle Holster - Harley (015-1715-00 & 050-1886-00)	\$200.00	\$800.00

Totals

Subtotal \$14,810.00  
Total Amount \$14,810.00

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Michigan Contract# 210000000352  
Shipping & handling included in contract  
3 Year Warranty Included

Quote Acceptance

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Quote Number 00004321



Prepared By Sonya Schoneman
Phone 913-428-3278
Email sschoneman@kustomsignals.com

Address 10901 West 84th Terrace, Suite 100
Lenexa, KS 66214
United States
Created Date 2/7/2023
Expiration Date 4/27/2023

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion.

3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing.

4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery.

5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight.

6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate.

7. WARRANTY. Seller's warranty is provided separately.

8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY.

9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries.

11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law.

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

RESOLUTION FOR AWARD OF BIDS AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN 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 awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Items	Recommended Bidder	Cost
Shredded Bark and Wood Chips	Brink Wood Products, Inc. and Superior Ground Cover, Inc.	Bid prices as shown on attached staff report.
Fertilizer	SiteOne Landscape Supply	Bid prices as shown on the attached staff report.

2. The City Council authorizes the Mayor and City Clerk to sign the contracts.

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 February 20, 2023.

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

ATTACHMENTS:  
 Staff Reports  
 Tabulation Sheets  
 Contracts

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

## STAFF REPORT

Date: February 13, 2023

Subject: Shredded Bark and Wood Chips

From: Laura Jackson, Secretary II

Cc: Dan Kleinheksel, Utility Maintenance Manager  
Tim Montgomery, Parks Maintenance Foreman  
Troy Rinks, Facilities Maintenance Foreman

Meeting Date: February 20, 2023

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### **RECOMMENDATION:**

It is recommended City Council award the bid for hardwood (brown) shredded bark and ADA approved playground wood chips to Brink Wood Products, Inc. and Superior Ground Cover, Inc. at the bid prices as shown on the tabulation sheet.

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

Vibrant communities are built upon attractive and safe public spaces. Well maintained properties have a positive direct impact on property values.

The City uses shredded bark as mulch, to retain soil moisture and to help with weed prevention around the trees and shrubs in the parks and other City facilities. Shredded bark is utilized at various facilities for landscaping, weed suppression and moisture retention around trees.

The City also uses engineered wood fiber, also known more commonly as ADA compliant playground chips, for safety surfacing for playgrounds to comply with the Americans with Disabilities Act and National Playground Safety Standards. By placing shredded bark in our landscaping and ADA compliant chips in our playgrounds we work to create safe and attractive community public spaces.

### **DISCUSSION:**

On February 7, 2023, the City received two bids for hardwood (brown) shredded bark and ADA playground wood chips. Sixty-five invitations to bid were sent to and/or downloaded by prospective bidders.

Brink Wood Products, Inc. submitted the low bid for hardwood (brown) shredded bark but did not provide a bid to blow bark into location. Superior Ground Cover, Inc. submitted the lone bid to blow the bark into location. In order to accommodate individual department needs, it is recommended the bid be awarded to both Brink Wood Products, Inc. and Superior Ground Cover, Inc.

**BUDGET IMPACT:**

It is estimated the annual expenditure for shredded bark and ADA approved playground woodchips will total approximately \$16,000.00. Funds for the purchase are available in various departmental accounts with the appropriate account being charged at the time of purchase.

**TAB SHEET:**

	Description	Bid Price (cu. yd.)	Bid price to blow into location (cu. yd.)	Minimum Truckload (no delivery charge)	Delivery charge under the minimum truckload	Number of days required for deliveries
Delivery to any City building, facility, property and job site in the City of Wyoming:						
Brink Wood Products, Inc.	Hardwood (Brown) Shredded Bark	\$16.95	No Bid	30 yards	\$55.00	4
	ADA Approved Playground Wood Chips*	\$15.00	No Bid	30 yards	\$55.00	4
Superior Groundcover, Inc.	Hardwood (Brown) Shredded Bark	\$22.00	\$47.00	20 yards	\$59.00	4
	ADA Approved Playground Wood Chips*	\$17.50	\$25.75	NA	NA	4
Delivery to the City of Wyoming Drinking Water Plant, 16700 New Holland, Holland, Michigan						
Brink Wood Products, Inc.	Hardwood (Brown) Shredded Bark	\$16.95	No Bid	30 yards	\$60.00	4
	ADA Approved Playground Wood Chips*	\$15.00	No Bid	30 yards	\$60.00	4
Superior Groundcover, Inc.	Hardwood (Brown) Shredded Bark	\$22.00	\$47.00	20 yards	\$59.00	4
	ADA Approved Playground Wood Chips*	\$17.50	\$25.75	NA	NA	4

\*Engineered Wood Fiber



**SHREDDED BARK AND WOOD CHIPS 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 shredded bark and wood chips 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 February 7, 2023 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: Superior Groundcover Inc  
LEGAL NAME OF COMPANY

---

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

---

10588 Linden Dr NW  
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

---

Grand Rapids MI 49534  
STREET ADDRESS CITY STATE ZIP CODE

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

**Terms and Conditions**

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

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

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

**City of Wyoming**

By: \_\_\_\_\_  
Kent VanderWood, Mayor

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

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

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

**Contractor**

By: [Signature]  
Signature for Contractor

Terry Dykstra, General Manager  
Printed Name & Title of Person Signing

Date signed: 1-27-2023

## STAFF REPORT

Date: February 13, 2023

Subject: Fertilizer

From: Laura Jackson, Secretary II

Cc: Dan Kleinheksel, Utility Maintenance Manager  
Tim Montgomery, Parks Maintenance Foreman  
Troy Rinks, Facilities Maintenance Foreman

Meeting Date: February 20, 2023

---

### **RECOMMENDATION:**

It is recommended City Council authorize the purchase of fertilizer from SiteOne Landscape Supply at the bid prices shown on the tabulation sheet.

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

The City uses fertilizer to maintain its parks and municipal building properties. It's important that the City set the standard for healthy weed free lawns that add beauty to our landscapes. By having healthy turf, we help to create safe and attractive public spaces. Healthy turf reduces water run-off and erosion into our sewer systems. Healthy turf in athletic fields creates safer playing surfaces for recreation programs, reducing or preventing participant injury. Well maintained properties have a positive direct impact on property values.

### **DISCUSSION:**

On February 7, 2023, the City received four bids for fertilizer for the City's facilities and parks. Sixty-five invitations to bid were sent to and/or downloaded by prospective bidders.

The bids received are as shown on the tabulation sheet, and it is recommended the bid be awarded to the low bidder in the aggregate, SiteOne Landscape Supply.

### **BUDGET IMPACT:**

It is estimated the annual expenditure for fertilizer will total approximately \$19,000.00. Funds for the purchase are available in various department accounts with the appropriate account being charged at the time of purchase.

**TABULATION SHEET:**

	SiteOne Landscape Supply			Advanced Turf Solutions				Ewing Irrigation Products, Inc. (DBA Ewing Irrigation and Landscape Supply)				Eco Green Supply LLC			
	Weight (per bag)	Sq. Ft. (per bag)	Bid Price (per bag)	Alternate	Weight (per bag)	Sq. Ft. (per bag)	Bid Price (per bag)	Alternate	Weight (per bag)	Sq. Ft. (per bag)	Bid Price (per bag)	Alternate	Weight (per bag)	Sq. Ft. (per bag)	Bid Price (per bag)
18-0-4 25% U-PLUS W/.10% Dimension (pre-emergent)	50 lb.		\$22.25	Lebanon 18-0-0 .13% Dimension 25% LSN	50 lbs.	14,285	\$23.89	Knox 20-0-4 35% XRT MOP .13% Dim	50 lb.	10,000	\$25.74	15-0-3 30% PCU 70% N-Fate .107% Dim.	50 lb.	12,500	\$24.40
30-0-6 50% pcu (regular fertilizer)	50 lb.		\$21.09	ATS (Moral Ag) 30-0-6 50% XCU + armament	50 lbs.	15,000	\$23.95	Knox 30-0-6 50% XRT	50 lb.	15,000	\$22.98	ProAp 25-0-5 50% PCU 35% N-Fate (ammonium sulfate)	50 lb.	12,500	\$25.06
18-0-4 30% polyplus w/lockup extra 2 (weed and feed.	50 lb.		\$26.55	Anderson's 16-0-8 25% NS-54 1.14% Escalade 2 Herbicide - SGN 150	40 lbs.	10,000	\$27.86	Knox 15-0-5 25% XRTSOP Weed FEED	50 lb.	7,500	\$25.79	Pro-Op 17-0-5 40% PCU 60% N Fate Viper weed control 7-4-D MCPP	50 lb.	12,500	\$27.33
Number of days required for deliveries	2-10			3				14				10			
Minimum truckload (bags per delivery)	40			40				40				160			
Delivery charge for deliveries that fall below the minimum	\$0.00							\$50.00				\$50.00			

**FERTILIZER 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 Fertilizer 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 February 7, 2023 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.

**SiteOne Landscape Supply**

"Contractor" means:

LEGAL NAME OF COMPANY \_\_\_\_\_

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 \_\_\_\_\_

1385 East 36th St. \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

cleveland OH 44114 \_\_\_\_\_

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: Rosalin Santiago  
Signature for Contractor

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

Rosalin Santiago  
Printed Name & Title of Person Signing

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

Date signed: 02-02-2023

Approved as to form:

[Signature]  
Scott G. Smith, City Attorney