

AGENDA
WYOMING CITY COUNCIL MEETING
GEZON FIRE STATION
MONDAY, JULY 17, 2023, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Heather Dood, Grace Reformed 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 July 3, 2023 Regular Meeting, the July 3, 2023 Closed Session, and the July 10, 2023 Work Session
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 9) Public Comment on Agenda Items**
This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
- 10) Presentations and Proclamations**
 - a) Presentations
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 23-11 Acceptance of a Temporary Permit for 1091 Gezon Parkway SW (Great Lakes Community Developers, LLC)
 - 23-12 Acceptance of a Temporary Permit for 1011-1047 Gezon Parkway SW (Town & Country-Illinois, LLC and The Oaks of Illinois, LLC)
 - 23-13 Acceptance of an Easement and Temporary Permit for Construction for 5455 Clyde Park Avenue SW (Target Corporation)
- 13) Budget Amendments**
- 14) Consent Agenda**

15) Resolutions

- a) To Approve and Authorize the Signing and Recording of an Easement Assignment from Kent County
- b) To Purchase, Acquire and Construct Improvements to the Water System and to Publish a Supplemental Notice of Intent to Issue Revenue Bonds

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

- c) To Approve and Direct the Mayor and City Clerk to Sign a Consumers Energy Agreement for Modifications of Electric Facilities – Phase 1B
- d) To Approve the City Manager to Enter into an Agreement with Greater Level LLC for Special Event and Police Services for the 2023 Metro Cruise
- e) To Accept a Quotation for the Purchase of Two Cisco Nexus Switches and One Cisco Nexus Port Switch
- f) To Accept a Quotation for the Purchase of a Cyanoacrylate Fuming Chamber
- g) To Authorize the Purchase of a Fire Platform Aerial Truck and Associated Equipment

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (as necessary)

21) Adjournment

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

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

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

July 17, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-11

Subject: Acceptance of a Temporary Permit for
1091 Gezon Parkway, SW (Great Lakes Community Developers, LLC)

Councilmembers:

Great Lakes Community Developers, LLC, owner of 1091 Gezon Parkway, SW, has submitted the following described Temporary Permit. The Temporary Permit will allow required access for construction and grading purposes. The Temporary Permit area is shown on the attached Estimate of Just Compensation form. This Temporary Permit is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2024.

Grantor:	Great Lakes Community Developers, LLC
Parcels:	41-17-35-257-004
Right-of-way Size	1,050 sf – Temporary Permit
Consideration:	\$824.25

It is recommended that the City Council accept the attached Temporary Permit, which has been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Temporary Permit
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor


TEMPORARY PERMIT
Parcel No. 41-17-35-257-004

The Grantor, **Great Lakes Community Developers, LLC**, a Michigan limited liability company, whose address is 4155 S. 9th Street, Kalamazoo, MI 49009, for the consideration of Eight Hundred Twenty Four Dollars and 25 Cents (\$824.25), the receipt and adequacy of which is acknowledged, grants and conveys to the CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28th Street, SW, Wyoming, MI 49509 a temporary permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the Gezon Parkway and 54th Street Improvement Project from Byron Center Ave SW to Division Ave S. All areas disturbed by the work in the Temporary Permit Area will be properly restored. The Temporary Permit Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Gezon Parkway and 54th Street Improvement Project from Byron Center Avenue to Division Avenue, including restoration of the Temporary Permit Area. The permit is effective from the start of construction for one year, but not later than June 1, 2025.

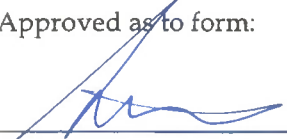
DATED: 6/21/23

GRANTOR:
Great Lakes Community Developers, LLC


By: Scott Carter
Its: Managing Member

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

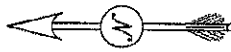
Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

Approved as to form:


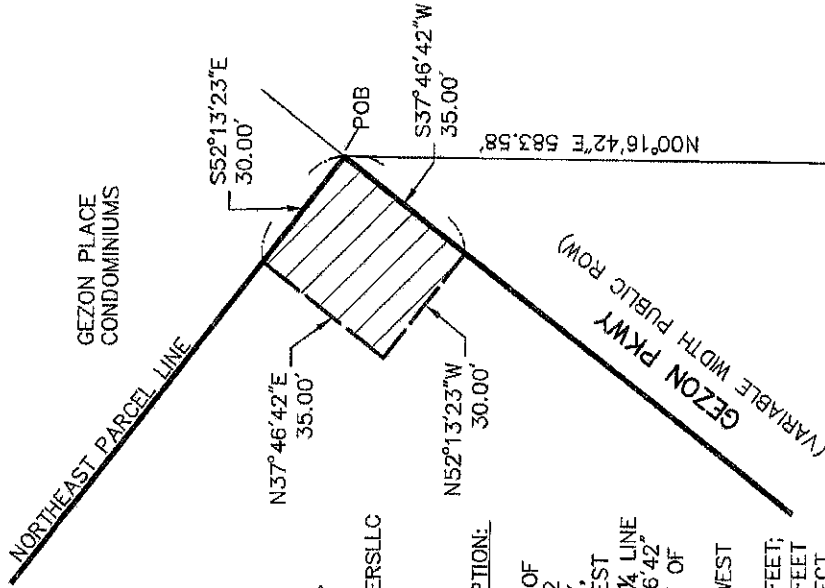
Scott G. Smith, City Attorney

EXHIBIT "A"

41-17-35-257-004



SCALE : 1" = 40'



**PART OF PARCEL
-004**
GREAT LAKES COMMUNITY DEVELOPERS LLC
1091

PROPOSED TEMPORARY PERMIT DESCRIPTION:

COMMENCING AT THE EAST ¼ CORNER OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE NORTH 89°43'18" WEST 1506.30 FEET ALONG THE EAST-WEST ¼ LINE OF SAID SECTION; THENCE NORTH 00°16'42" EAST 583.58 FEET TO THE NORTH LINE OF GEZON PARKWAY AND THE POINT OF BEGINNING; THENCE SOUTH 37°46'42" WEST 35.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 52°13'23" WEST 30.00 FEET; THENCE NORTH 37°46'42" EAST 35.00 FEET TO THE NORTHEAST LINE OF THE SUBJECT PARCEL; THENCE SOUTH 52°13'23" EAST 30.00 FEET ALONG SAID NORTHEAST LINE TO THE POINT OF BEGINNING

CONTAINS 1050 SQUARE FEET

SUBJECT PARCEL DESCRIPTION (PER BEST HOMES TITLE AGENCY, LLC COMMITMENT NO. BH-232046).

SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN
PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 6 NORTH, RANGE 12 WEST, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE NORTH 89 DEGREES 43 MINUTES 18 SECONDS WEST 177.49 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION; THENCE NORTH 01 DEGREES 28 MINUTES 03 SECONDS WEST 574.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 28 MINUTES 03 SECONDS WEST 77.28 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF PALMER HILLS DRIVE (60 FEET WIDE); THENCE NORTH 88 DEGREES 32 MINUTES 01 SECONDS EAST 170.34 FEET; THENCE NORTH 37 DEGREES 46 MINUTES 37 SECONDS EAST 137.67 FEET; THENCE SOUTH 52 DEGREES 13 MINUTES 23 SECONDS EAST 298.71 FEET; THENCE SOUTH 37 DEGREES 46 MINUTES 37 SECONDS WEST 319.05 FEET; THENCE SOUTHWESTERLY 108.00 FEET ALONG A 755.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 8 DEGREES 02 MINUTES 39 SECONDS, AND A CHORD BEARING SOUTH 41 DEGREES 47 MINUTES 56 SECONDS WEST 105.91 FEET (THE PREVIOUS 2 COURSES BEING ALONG THE NORTHERLY RIGHT OF WAY LINE OF GEZON PARKWAY, 80.00 FOOT WIDE); THENCE NORTH 86 DEGREES 09 MINUTES 42 SECONDS WEST 34.05 FEET; THENCE NORTH 39 DEGREES 04 MINUTES 53 SECONDS WEST 203.68 FEET; THENCE NORTHWESTERLY 177.25 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 37 DEGREES 36 MINUTES 50 SECONDS, AND A CHORD BEARING NORTH 20 DEGREES 16 MINUTES 28 SECONDS WEST 174.09 FEET (THE PREVIOUS 3 COURSES BEING ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID PALMER HILLS DRIVE) TO THE POINT OF BEGINNING,

E-W ¼ LINE, SEC 35
N89°43'18"W 1506.30'
E ¼ COR
SEC 35
T6N,R12W

Prein & Newhof
Engineers - Surveyors - Environmental - Laboratory

3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com
t. (616) 364-8491
f. (616) 364-6955
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
1155 28TH STREET SW
WYOMING, MI 49509

LOCATED IN : SECTION 35
TOWN 6 NORTH, RANGE 12 WEST
CITY OF WYOMING,
KENT COUNTY, MICHIGAN

Date : 02/22/2023
Project No. 2220948
PAGE 1 OF 1

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:		Permanent Parcel No.: 41-17-35-257-004
Parcel:	Great Lakes Community Developers, LLC	Land Use: Commercial - Vacant
Address:	1091 Gezon Parkway, SW	Zoning: 202

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources - Grand Rapids.</p> <p>Summary of Costs:</p> <p><u>Temporary Permit:</u> A rectangular piece of property located adjacent to Gezon Parkway as shown on sketch.</p> <p>Area: 1050 sft</p>	<p>SKETCH:</p>
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COMPUTATION OF VALUE:	
LAND ACQUISITION, TEMPORARY PERMIT	
1050 sft. (Area) X \$ 7.85 / sft x 10% = \$ 824.25	\$ 824.25

REMARKS:

\$ 824.25

Signed: _____
Land Matters
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: Great Lakes Community Developers, LLC

Scott Crocker
By: SCOTT CROCKER
Its: Managing Member

July 17, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-12

Subject: Acceptance of a Temporary Permit for 1011-1047 Gezon Parkway, SW
(Town & Country-Illinois, LLC and The Oaks of Illinois, LLC)

Councilmembers:

Town & Country-Illinois, LLC and The Oaks of Illinois, LLC, owners of 1011-1047 Gezon Parkway, SW, have submitted the following described Temporary Permit. The Temporary Permit will allow required access for construction and grading purposes. The Temporary Permit area is shown on the attached Estimate of Just Compensation form. This Temporary Permit is required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Avenue to Division Street in 2024.

Grantors:	Town & Country-Illinois, LLC and The Oaks of Illinois, LLC
Parcels:	41-17-35-258-001 to 41-17-35-258-018
Right-of-way Size	2,655 sf – Temporary Permit
Consideration:	\$2,084.18

It is recommended that the City Council accept the attached Temporary Permit, which has been approved as to form by the City Attorney.

Respectfully submitted,



John Shay
City Manager

Attachments: Temporary Permit
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

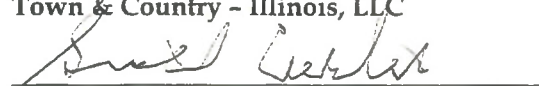
Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

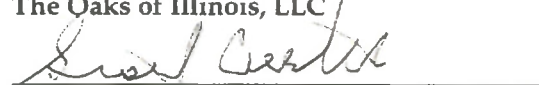
TEMPORARY PERMIT

The Grantor, **Town & Country - Illinois, LLC**, a Michigan limited liability company, an undivided 41% tenant in common interest, and **The Oaks of Illinois, LLC**, a Michigan limited liability company, an undivided 59% tenant in common interest, whose address is 4155 S. 9th Street, Kalamazoo, MI 49009, for the consideration of Two Thousand Eighty Four Dollars and 18 Cents (\$2,084.18), the receipt and adequacy of which is acknowledged, grants and conveys to the CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28th Street, SW, Wyoming, MI 49509 a temporary permit to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities as required for the Gezon Parkway and 54th Street Improvement Project from Byron Center Ave SW to Division Ave S. All areas disturbed by the work in the Temporary Permit Area will be properly restored. The Temporary Permit Area is located on property in the City of Wyoming, Kent County, Michigan, described on the attached Exhibit A.

The Temporary Permit, including all rights granted or inferred, shall terminate upon completion of the Gezon Parkway and 54th Street Improvement Project from Byron Center Avenue to Division Avenue, including restoration of the Temporary Permit Area. The permit is effective from the start of construction for one year, but not later than June 1, 2025.

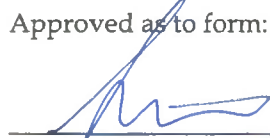
DATED: 6/21/23

GRANTOR:
Town & Country - Illinois, LLC

By: Scott Carter
Its: Managing Member

GRANTOR:
The Oaks of Illinois, LLC

By: Scott Carter
Its: Managing Member

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

Approved as to form:


Scott G. Smith, City Attorney

EXHIBIT "A"

GEZON PLACE

SUBJECT PARCEL DESCRIPTION:

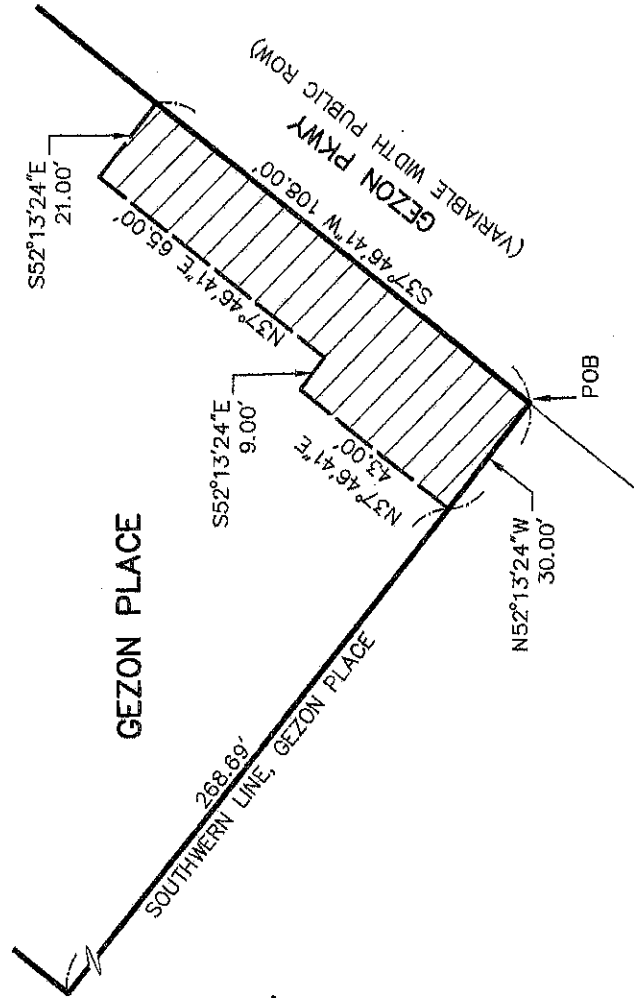
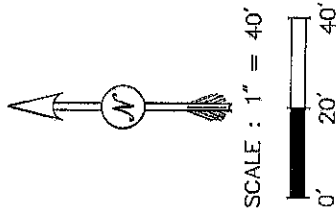
SITUATED IN THE CITY OF WYOMING, COUNTY OF KENT, STATE OF MICHIGAN
 GEZON PLACE, A CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN INSTRUMENT NO. 20061129-0129579, AS AMENDED, AND DESIGNATED AS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 857, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

PROPOSED TEMPORARY PERMIT DESCRIPTION:

PART OF THE GENERAL COMMON ELEMENT OF GEZON PLACE, A CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN INSTRUMENT NO. 20061129-0129579, AS AMENDED, AND DESIGNATED AS KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 857, DESCRIBED AS:

BEGINNING AT THE SOUTHERNMOST CORNER OF GEZON PLACE, BEING THE INTERSECTION FO THE SOUTHWESTERN LINE OF SAID CONDOMINIUM AND THE NORTHWEST RIGHT OF WAY LINE OF GEZON PARKWAY; THENCE NORTH 52°13'24" WEST 30.00 FEET ALONG SAID SOUTHWESTERN LINE; THENCE NORTH 37°46'41" EAST 43.00 FEET; THENCE SOUTH 52°13'24" EAST 9.00 FEET; THENCE NORTH 37°46'41" EAST 21.00 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF GEZON PARKWAY; THENCE ALONG SAID NORTHWEST LINE SOUTH 37°46'41" WEST 108.00 TO THE PLACE OF BEGINNING

CONTAINS 2655 SQUARE FEET



Prein & Newhof
 Engineers - Surveyors - Environmental - Laboratory

3355 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 t. (616) 364-8491
 f. (616) 364-6955
 info@preinnewhof.com

CLIENT:
 CITY OF WYOMING
 1155 28TH STREET SW
 WYOMING, MI 49509

LOCATED IN : SECTION 35
 TOWN 6 NORTH, RANGE 12 WEST
 CITY OF WYOMING,
 KENT COUNTY, MICHIGAN

Date : 02/22/2023
 Project No. 2220948

PAGE
 1 OF 1

**CITY OF WYOMING
ESTIMATE OF JUST COMPENSATION**

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:		<i>Permanent Parcel No.:</i> 41-17-35-258-00 to 41-17-35-258-018
<i>Parcel:</i>	Town & Country – Illinois, LLC The Oaks of Illinois, LLC	<i>Land Use:</i> Commercial – Condominiums
<i>Address:</i>	1011-1047 Gezon Parkway, SW	<i>Zoning:</i> 207

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from a Market Study by Integra Realty Resources – Grand Rapids.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Temporary Permit:</u> An irregular piece of property located adjacent to Gezon Parkway as shown on sketch.</p> <p>Area: 2655 sft</p> </div>	<p>SKETCH:</p>
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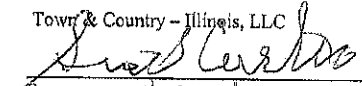
COMPUTATION OF VALUE:	
LAND ACQUISITION, TEMPORARY PERMIT	
2655 sft. (Area) X \$ 7.85 / sft x 10% = \$ 2,084.18	\$ 2,084.18

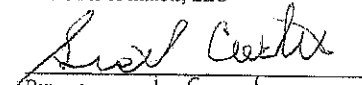
REMARKS:

\$ 2,084.18

Signed: _____
Land Matters
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: Town & Country – Illinois, LLC

 By: Scott Carter
 Its: Managing Member

Agreed to by: The Oaks of Illinois, LLC

 By: Scott Carter
 Its: Managing Member

July 17, 2023

Wyoming City Council
Wyoming, Michigan

City Manager’s Report No. 23-13

Subject: Acceptance of an Easement and Temporary Permit for Construction -
5455 Clyde Park Avenue, SW (Target Corporation)

Councilmembers:

Target Corporation, owner of 5455 Clyde Park Ave SW, will be submitting (after getting it signed by authorized Target personnel) the following described easement and temporary permit. The easement conveys permanent access rights to the City to construct street improvements required as part of the Gezon Parkway/54th Street widening and resurfacing project from Byron Center Ave SW to Division St S in 2024. The temporary permit will allow required access for construction and grading purposes. The easement and temporary permit areas are depicted on the attached estimate of just compensation form.

Grantor:	Target Corporation
Parcels:	41-17-35-276-021
Right-of-way Size	5,102 sf – Easement 9,200 sf – Temporary Permit
Consideration:	\$29,190

It is recommended that the City Council accept the attached easement and temporary permit subject to such changes as are approved by the city engineer, city attorney and me. Because of needed MDOT bidding schedules, we are seeking approval before we have the fully signed document.

Respectfully submitted,

John Shay
City Manager

Attachments: Easement
Temporary Permit
Estimate of Just Compensation

community • safety • stewardship

CITY COUNCIL

RIGHT-OF-WAY EASEMENT

Parcel No. 41-17-35-276-021

Target Corporation, a Minnesota corporation, 1000 Nicollet Mall, TPN-12H, Minneapolis, MN 55403, Attn: Real Estate Portfolio Management/T-1052 (**Grantor**), in exchange for the payment of Twenty-Five Thousand Five Hundred Ten dollars and No Cents (\$25,510.00), the adequacy and receipt of which is acknowledged, grants and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) a permanent easement in, on, over, and under the real property described and depicted on the attached **Exhibit A** (the **Easement Area**) for public right-of-way and utility purposes including, without limitation, for constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, and using, roads, streets, sidewalks, motorized and nonmotorized pathways, water, sanitary sewer, storm sewer, electric power, natural gas, telecommunications, streetlighting, traffic signals and signs, and any other utilities including, for expansion and not for limitation, all appurtenant or related lighting, fencing, seating, shelters, snowmelt and irrigation systems, piping, lines, chambers, other fixtures and facilities, landscaping, artistic or other aesthetic elements, manholes, power lines, meters, access panels, valves, and switches, subject to the following:

1. City may, without any further consent or approval of Grantor, permit others to use the Easement Area for such purposes as City may use Easement Area subject to terms and conditions as City may impose that are not inconsistent with this Easement, including without limitation charging any fee(s) for such use by others.
2. City's rights may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives, as well as by other individuals or entities City permits in writing to do so. City may assign this easement to any governmental entity that is a successor of City or that owns or operates all or any portion of the rights-of-way or public utilities placed within the Easement Area.
3. Grantor shall not place or construct anything within the Easement Area without City's prior written consent.
4. This easement shall run with land as a perpetual easement and shall be binding on Grantor and Grantor's successors, heirs, assigns and all owners of the property upon which the Easement Area is located. "Grantor" includes Grantor as identified above and its successors, heirs, assigns and all other owners of the property upon with the easement is located.
5. This easement is granted without any warranty or representation regarding the easement or the Easement Area whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition, and subject

to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations, and conditions affecting the Easement Area and/or affecting access thereto.

6. The City must cause the Easement Area, and all utilities and other improvements constructed or placed within the Easement Area, to be maintained in a good and safe condition and in compliance with all applicable governmental rules, regulations, and requirements at no cost to Grantor. The City must not permit any mechanics', materialmen's, or other liens to be filed against the Easement Area, or any part of Grantor's property located adjacent thereto, for work or materials furnished to the City, or anyone working by or through the City in connection with the easement granted herein.

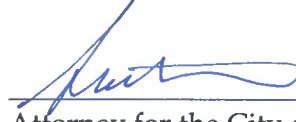
7. This instrument will be governed by and construed in accordance with the laws of the State in which the Easement Area is located. This instrument must not be construed strictly for or against either Grantor or the City.

[Signature on following page]

SIGNATURE PAGE TO RIGHT-OF-WAY EASEMENT

DATED: _____

Approved as a form:



Attorney for the City of Wyoming

GRANTOR:

Target Corporation

By:

Its:

STATE OF MINNESOTA)

)ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me in Hennepin County, Minnesota on this ____ day of _____, 2023, by _____ of **Target Corporation**, on behalf of **Target Corporation**.

_____, Notary Public

_____, County, _____

Acting in _____ County, _____

My Commission Expires: _____

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

When recorded, return to:
Kelli A. VandenBerg
Wyoming City Clerk
1155 28th St SW
Wyoming, MI 49509-0905

Exhibit A
Easement Area

TEMPORARY CONSTRUCTION LICENSE

As of this ____ day of _____, 2023 (“**Effective Date**”), the Grantor, **Target Corporation**, a Minnesota corporation, whose address is 1000 Nicollet Mall, TPN-12H, Minneapolis, MN 55403, Attn: Real Estate Portfolio Management/T-1052 (“**Target**”), for the consideration of Three Thousand Six Hundred Eighty dollars and No Cents (\$3,680.00), the receipt and adequacy of which is acknowledged, grants and conveys to the CITY OF WYOMING, a Michigan municipal corporation, whose address is 1155 28th Street, SW, Wyoming, MI 49509 (“**City**”) a temporary, non-exclusive license (“**License**”) to enter upon the portion of Target’s real property that is located in the City of Wyoming, Kent County, Michigan and legally described on Exhibit A attached hereto and made a part hereof (the “**Temporary Construction Area**”) to change existing land contours, to remove and/or install trees and vegetation, and to construct and/or reconstruct side-slopes, service walks, sidewalks, driveways, parking lots, curb and gutter, public and private utilities, drainage facilities, lighting facilities, and other facilities (the “**Construction Work**”) as provided for in the plans for the Gezon Parkway and 54th Street Improvement Project from Byron Center Ave SW to Division Ave S that are attached hereto as Exhibit B and made a part hereof (the “**Plans**”).

1. Term. The License will commence on the Effective Date, and will expire on the earlier of (a) June 1, 2025, and (b) the date of completion of the Construction Work contemplated in the Plans. Notwithstanding the foregoing, the City may not perform any Construction Work within the Temporary Construction Area or any adjacent property owned by Target, and no use of the Temporary Construction Area is allowed to occur during the months of November, December, or January.

2. Conditions. The License is granted to the City only for the purpose stated herein and for no other purpose, and the City is not entitled to use the Temporary Construction Area or any other portion of Target’s property for any other purpose. The License is granted subject to all of the following terms and conditions:

a. The City must, at its sole cost and expense, at all times keep the Temporary Construction Area and the remainder of Target’s property free from any and all debris and trash relating to the Construction Work.

b. The City must not use the Temporary Construction Area, or cause or permit the same to be used, for any use or purpose in violation of this instrument or any laws, ordinances, regulations, or requirements of any governmental entity.

c. The City must not cause or permit the Temporary Construction Area to be put in an unsafe condition or cause a condition upon the Temporary Construction Area that could be categorized legally as an “attractive nuisance”.

d. The City must not bring to or upon, or cause or permit to be brought to or upon, the Temporary Construction Area any objectionable noises, odors, or nuisances or any hazardous wastes or substances as defined by federal or state law.

e. The City must comply with, or cause compliance with, all health, police, and safety statutes, ordinances, regulations, zoning, building, and code requirements governing the use of the Temporary Construction Area and/or the Construction Work.

f. The City must not permit liens or claims of any nature relating to the Construction Work to be filed or charged against any of Target's property. Should any such lien be filed against any of Target's property, the City must, within 30 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

g. No existing improvements within the Temporary Construction Area may be removed or disturbed by the City and/or its officers, employees, agents, general contractor, any subcontractors, materialmen, suppliers or any other person or entity associated with the Construction Work (collectively, "**Permittees**"), except as may be provided for in the Plans. The City must use its best efforts to prevent any damage to Target's property, any interruption of utility service, interference with the use of the truck docks on Target's property, or any other interference with operations on Target's property. Any damage to Target's property caused by or related to the use of the Temporary Construction Area or performance of the Construction Work (including, but not limited to, damage to landscaping, plants or grass) must be immediately repaired by the City at its sole cost and expense.

h. The City must assume all risk of loss or damage to the property of the City and/or its Permittees associated with the Construction Work and/or use of the Temporary Construction Area, including any loss or damage caused by water, fire, windstorm, explosion, theft, or other cause. The City is responsible for all costs related to the use of the Temporary Construction Area pursuant to this instrument and is responsible for the security and safety of all persons and property directly or indirectly associated with the Construction Work and use of the Temporary Construction Area pursuant to this instrument. Target will not be liable to the City, or those claiming through the City (including, but not limited to, its Permittees), for injury, death or property damage occurring on or about the Temporary Construction Area.

i. All activity within the Temporary Construction Area must be coordinated with representatives of Target. If a representative of Target reasonably believes that activity within the Temporary Construction Area is creating or could create a risk of damage to the store building on the remainder of Target's property, any interruption of utility service, interference with the use of the truck docks on Target's property or any other interference with operations on Target's property, then the City must immediately cease or cause the cessation of such activity and remediate such risk to the reasonable satisfaction of Target.

j. The Temporary Construction Area must not be used for storage or staging of any materials or equipment. No vehicles or other construction equipment area allowed to be left overnight on the Temporary Construction Area.

k. If, in the course of performing activities relating to the Construction Work, Hazardous Materials or debris are encountered on, within or under the Temporary Construction Area or any adjacent property owned by Target that was not released by Target, the City (and not

Target) will be responsible for the remediation and/or disposal of such materials in accordance with Environmental Laws. For purposes of this instrument, the term (i) "**Hazardous Materials**" means: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) "**Environmental Laws**" means: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

l. The City must defend, indemnify and hold Target harmless from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by Target as a result of or in connection with (a) the use of the Temporary Construction Area hereunder by the City or its Permittees, and/or (b) the Construction Work. The City must bear, pay, and discharge, promptly as and when the same become due and payable, any and all such judgments or claims for damages, penalties, or otherwise, against Target and must hold Target harmless against all such claims, losses, damages, liabilities, costs, and expenses, and must assume the burden and expense of defending all suits, administrative proceedings and negotiations of any description with any and all persons, political subdivisions, or government agencies arising out of any of the occurrences covered by the foregoing indemnification obligation.

m. On or before the commencement of any use of the Temporary Construction Area, the City must provide to Target evidence of the insurance described in Exhibit C attached hereto and made a part hereof.

n. If the City, or any of its Permittees, at any time breaches one or more of the provisions of this instrument, Target will notify the City of such breach in writing. If such breach is not cured within five (5) days following receipt of such notice by the City, then Target may (in addition to all other rights and remedies at law or in equity) elect to reasonably cure such default at the City's sole risk and expense and/or terminate this instrument and the License granted herein. Notwithstanding the foregoing, if the breach is an emergency condition, Target may (in addition to all other rights and remedies at law or in equity) elect to reasonably cure such breach at the City's sole risk and expense upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as reasonably possible thereafter and/or immediately terminate this instrument and the License granted herein. If Target elects to reasonably cure such breach, the City reimburse Target for all costs and expenses incurred in connection with such curative action within thirty (30) days after receipt of demand therefor.

o. All notices, terminations, demands, acceptances, requests, and approvals required or permitted to be given under this Agreement (each of which is herein sometimes referred to as a "notice") must be in writing and must be delivered personally, or by prepaid nationally recognized overnight or second day courier, or by deposit in the United States mail, prepaid and certified or registered mail, return receipt requested, addressed in each instance to Target or the City, as the case may be, at the addresses first set forth above. Each such notice shall be deemed to have been given as of the date the same is personally delivered to the party to be notified or the date the same is delivered to the address designated hereunder for the party to be notified, as the case may be; provided,

however, that rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Each party shall have the right from time to time and at any time upon at least ten (10) days' written notice thereof, to change its respective address, and each party shall have the right to specify as its address any other address within the United States of America.

p. If a suit is brought to enforce the terms and provisions of this instrument, or for damages as a result of a breach of any term, condition, or other provision contained herein, the successful party shall be entitled to an award against the other party for the successful party's reasonable attorneys' fees and court costs incurred in connection with any such suit.

q. The License is given without any warranty or representation regarding the License or the Temporary Construction Area whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Temporary Construction Area and/or affecting access thereto.

r. This instrument will be governed by and construed in accordance with the laws of the State in which the Temporary Construction Area is located. This instrument must not be construed strictly for or against either Target or the City.

s. This Agreement may not be assigned by the City, voluntarily or involuntarily, by operation of law or otherwise. Any purported or attempted assignment in violation of this instrument shall be null and void and of no effect.

[Signature on following page]

SIGNATURE PAGE TO TEMPORARY CONSTRUCTION LICENSE

DATED: _____

GRANTOR:
Target Corporation

By:
Its:

Prepared by:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Daniel B. Elzinga, PS
Prein & Newhof
355 Evergreen Drive, NE
Grand Rapids, MI 49525

Approved as to form:



Scott G. Smith, City Attorney

Exhibit A
Temporary Construction Area

Exhibit B
Plans

Exhibit C
Insurance Requirements

Prior to commencing any use of the Temporary Construction Area, the City must obtain, and must require each of its contractors and subcontractors to obtain, and thereafter maintain, so long as any use of the Temporary Construction Area is occurring, at least the minimum insurance coverages set forth below:

1. Workers' Compensation and Employer's Liability insurance:
 - (a) Worker's Compensation insurance as required by any applicable law or regulation.
 - (b) Employer's Liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
2. Commercial General Liability insurance covering all operations by or on behalf of the Contractor, which shall include the following minimum limits of liability and coverages:
 - (a) Required coverages:
 - (i) Premises and Operations.
 - (ii) Products and Completed Operations.
 - (iii) Contractual Liability, insuring the indemnity obligations assumed by the Contractor under the contract documents.
 - (iv) Broad Form Property Damage (including Completed Operations).
 - (v) Explosion, Collapse and Underground Hazards.
 - (vi) Personal Injury Liability.
 - (b) Minimum limits liability:
 - (i) \$1,000,000 each occurrence (for bodily injury and property damage).
 - (ii) \$1,000,000 for Personal Injury Liability.
 - (iii) \$2,000,000 general aggregate applying separately to the work contemplated under the Agreement.

3. Automobile Liability insurance, including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$2,000,000 combined single limit each accident for bodily injury and property damage. The Contractor shall require each of his subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

Target shall be named as an additional insured on each policy (for the Commercial General Liability policy, pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent), and each policy shall provide that the same shall not be cancelled, allowed to expire, or reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to Target. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then the City must immediately stop or cause to be stopped all work on and use of the Temporary Construction Area until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to Target. All insurance required above shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/X which are authorized to do business in the State in which the Temporary Construction Area is located.



Land Matters Inc.
488 Kinney Ave NW
Grand Rapids, MI 49534
Phone: (616)791-9805
Fax: (616)791-9815

March 30, 2023

Target Corporation
Attn: Ms. Amina Esseghir
1000 Nicollet Mall, TPN-12023
Minneapolis, MN 55403

54th Street/Gezon Pkwy Improvements

Parcel Address: 5455 Clyde Park Ave., SW
Parcel Number: 41-17-35-276-021

Dear Ms. Esseghir:

Thank you for your continued conversations regarding the City of Wyoming's 54th Street / Gezon Parkway Improvement project. To reiterate, the project will mill and resurface the top 2 inches of asphalt and upgrade ADA sidewalk ramps and fix damaged drives/concrete etc. The project will add a center left turn lane between 56th St. and Clyde Park and a new through/right turn lane at east bound Clyde Park Ave.

Land Matters has been retained by the City of Wyoming to provide land acquisition services for this project. Engineering work has been completed and it has been determined that as part of the project, it is necessary for Wyoming to obtain a Permanent Right-of-Way Easement and a Temporary Permit from Target. The offer for these acquisitions is based on an appraisal of the property by R.S. Thomas & Associates, Inc. (a copy attached). The actual areas and descriptions of the acquisitions have been determined by the surveyor, Prein & Newhof and have changed from the original appraisal. Through our discussions, we realize there are incidental items, such as landscaping, that still need to be discussed.

This letter is intended to provide you a good faith offer for these acquisitions. The monetary offers are as follows:

Permanent Easement	\$ 25,510.00
Temporary Permit	\$ 3,680.00

Attached is a copy of the Permanent Easement, Temporary Permit and Wyoming Estimate of Just Compensation form which summarizes the payment amount. If you have any questions regarding the documents or this project, please feel free to email me at [kjacobson@landmatters.com](mailto:kjacobsen@landmatters.com) or call the office at 616.791.9805. Thank you for your continued cooperation on this project.

Sincerely,

Kelly Jacobsen, Land Agent

CITY OF WYOMING ESTIMATE OF JUST COMPENSATION

PROJECT: Improvements in Gezon Parkway & 54th Street

SITE DATA:	Permanent Parcel No.: 41-17-35-276-021
Parcel: Target Corporation	Land Use: Commercial – Improved
Address: 5455 Clyde Park Avenue, SW	Zoning: 201

<p>ACQUISITION DESCRIPTION:</p> <p>Value obtained from an Appraisal by RS Thomas & Associates Inc./Harold Blake Co.</p> <p>Summary of Costs:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Easement:</u> An irregular piece of property located adjacent to Gezon Parkway as shown on sketch.</p> <p style="text-align: center;">Area: 5,102 sft</p> <p><u>Temporary Permit:</u> An irregular piece of property located adjacent to proposed Easement along Gezon Parkway as shown on sketch.</p> <p style="text-align: center;">Area: 9,200 sft</p> </div>	<p>SKETCH:</p> <p style="text-align: right;">North ↑</p>
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COMPUTATION OF VALUE:	
<p>LAND ACQUISITION, EASEMENT</p> <p style="text-align: center;">5,102 sft. (Area) X \$ 5.00 / sft = \$ 25,510.00</p>	\$ 25,510.00
<p>LAND ACQUISITION, TEMPORARY PERMIT</p> <p style="text-align: center;">9,200 sft. (Area) X \$ 5.00 / sft x 8% = \$ 3,680.00</p>	\$ 3,680.00
INCIDENTAL ITEMS	\$ TBD

REMARKS:

\$ TBD

Signed: _____
Land Matters
Deborah S. Poeder

for information call 616.791.9805

Agreed to by: Target Corporation

By: _____

Its:

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE SIGNING AND RECORDING
OF AN EASEMENT ASSIGNMENT FROM KENT COUNTY

WHEREAS:

1. During a recent review of interests affecting its property at 5252 Clay Ave SW in the city, Schreiber Foods discovered easements granted to Kent County that are no longer needed and an easement for a sanitary sewer granted to Kent County but occupied by a City of Wyoming sanitary sewer.
2. Kent County approved assignment of that easement recorded in 1966 at Liber 2009, Page 366 to the City of Wyoming.
3. The city wishes to accept that assignment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The assignment of the easement in the property at 5252 Clay Ave SW recorded in 1966 at Liber 2009, Page 366 is approved and accepted. The Mayor and City Clerk are authorized and directed to sign the documents in the spaces provided on them.
2. City staff is authorized and directed to record that assignment of easement.
3. All resolutions and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on July 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Easement Assignment

Resolution No. _____

STAFF REPORT

Date: July 6, 2023
Subject: Assignment of Sanitary Sewer Easement
From: Scott Smith, City Attorney
Meeting Date: July 17, 2023

RECOMMENDATIONS:

Adopt Resolution Approving and Authorizing Signing and Recording of Easement Assignment from Kent County.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Ensuring recorded documents accurately reflect the real parties in interest ensures though parties are involved in situations when those interests may be affected.

Safety – Such accuracy is especially important when public utilities, such as water, sanitary sewer, and storm sewer facilities are involved.

Stewardship – Accuracy also ensures the city has appropriate real property interests to ensure its investments in its infrastructure won't be adversely affected without appropriate collaboration among all interested persons.

BUDGET IMPACT:

This resolution does not impact the budget.

DISCUSSION:

Schreiber Foods recently undertook a review of interests affecting its property at 5252 Clay Ave SW. When it did so, it discovered some easements held by Kent County that are no longer needed. It also discovered a sanitary sewer easement granted to Kent County in 1966 in which there is a City of Wyoming sanitary sewer line. Obviously, Kent County has no need for that easement, but the city does.

Therefore, Kent County assigned the easement to the city.

It is appropriate to accept and authorize the Mayor and Clerk to sign that assignment. It will then be recorded to ensure the records in the Kent County Register of Deeds office accurately reflect that the city, not the county, is the real party in interest.

ASSIGNMENT OF EASEMENT

Assignor COUNTY OF KENT, a Michigan municipal corporation of 300 Monroe Ave NW, Grand Rapids, MI 49509, for the consideration of \$1.00, the receipt and sufficiency of which is acknowledged, assigns to **Assignee** CITY OF WYOMING, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509, all of Assignor's rights, title, and interests in and its duties and obligations under the General Easement and Right of Way Grant, recorded on February 4, 1966 with the Kent County, Michigan Register of Deeds at Liber 2009, Page 366, for "a permanent easement and right-of-way to construct, operate, maintain, repair and/or replace a 30" sanitary sewer over, under, across, and through" the following described property:

A 20.00 foot easement the centerline of which is described as: commencing at the NE corner of Lot 1, Block 1, Original Town of Fisher Station, Sec. 36, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan; thence North 350.00 feet along the East line extended of said Lot 1 to the place of beginning; thence West along a line parallel with the North line of said Fisher Station Plat to a point 584.76 feet East of The West 1/8 line; thence South along a line parallel with the West 1/8 line to the point of ending 118.14 feet North of the NE corner of said Fisher Station Plat. Also a 10.00 feet easement of the West line of which is described as beginning at the point of ending described above; thence South 50.00 feet along a line parallel with the West 1/8 line.

(the Easement).

Assignee accepts this assignment and agrees to fulfill Assignor's duties and obligations under the Easement.

COUNTY OF KENT

STATE OF MICHIGAN
COUNTY OF KENT

By: 
Stanley J. Stek, Chairperson
Board of Commissioners

Acknowledged before me in Kent County, Michigan, on JUNE 22, 2023, by Stanley J. Stek and Lisa Posthumus Lyons, known to me as the Chairperson of the Board of Commissioners and the County Clerk and Register of Deeds, respectively, for the County of Kent, Michigan.

By: 
Lisa Posthumus Lyons
County Clerk/Register of Deeds


*

Approved as to form:

Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: June 12, 2029


Sangeeta Ghosh, Assistant Corporate Counsel

CITY OF WYOMING

**STATE OF MICHIGAN
COUNTY OF KENT**

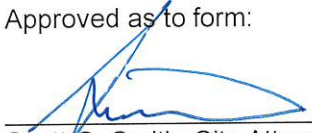
By: _____
Kent Vanderwood, Mayor

Acknowledged before me in Kent County, Michigan, on _____, 2023, by Kent Vanderwood and Kelli A. Vandenberg, known to me as the Mayor and City Clerk, respectively, for the City of Wyoming, Michigan.

By: _____
Kelli A. Vandenberg, City Clerk

Approved as to form:

*
Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: _____



Scott G. Smith, City Attorney

State transfer tax exempt under MCL 207.526(a) and (h); county transfer tax exempt under MCL 207.505(a) and (h).

Drafted by:
Scott G. Smith, City Attorney
Wyoming Justice Center, Ste B
2660 DeHoop Ave SW
Wyoming, MI 49509

When recorded, return to:
Kelli A. Vandenberg, City Clerk
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509

CITY OF WYOMING
Kent County, Michigan

RESOLUTION NO. _____

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT
IMPROVEMENTS TO THE WATER SYSTEM AND TO PUBLISH A
SUPPLEMENTAL NOTICE OF INTENT TO ISSUE REVENUE BONDS**

Minutes of a regular meeting of the City Council of the City of Wyoming, Kent County, Michigan, held in the City on July 17, 2023, at 7:00 p.m., local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____:

WHEREAS, the City Council previously determined it to be in the best interests of the City of Wyoming (the “City”) to design, purchase, acquire, construct and install certain improvements to the City’s Water System, including without limitation, design, acquisition and construction of a new large diameter water transmission main, including without limitation, transmission mains, piping, valving, and other associated materials and restoration for a pipe system from the Water Treatment Plant to, and connecting with, the existing transmission mains located near 96th Avenue and other improvements to water transmission, distribution, storage and treatment facilities, the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Water System improvements as the City shall determine (the “Improvements”), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”); and

WHEREAS, pursuant to Section 33 of Act 94, the City previously approved and published a Notice of Intent to Issue Bonds for the Improvements in an amount not-to-exceed \$35,000,000; and

WHEREAS, estimates of the cost of the Improvements have increased; and

WHEREAS, the City Council deems it in the best interests of the City to authorize up to an additional \$25,000,000 of bonds to finance the costs of the Improvements.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council determines to state its intent to issue revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$25,000,000 in addition to the amounts the City previously stated its intent to issue (the “Bonds”). The Bonds may be issued together with

the bonds for the Improvements identified in the notice previously approved by the City Council or as one or more separate series of bonds.

2. A Notice of Intent to issue the additional amount of Bonds be published in accordance with Section 33 of Act 94, and the City Clerk is authorized and directed to publish the Notice of Intent to Issue Bonds in a newspaper of general circulation in the City, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the City Clerk.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Kelli A. VandenBerg, City Clerk

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Wyoming, Kent County, Michigan, at a regular meeting held on July 17, 2023, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

July 18, 2023

Kelli A. VandenBerg, City Clerk

[NOTE TO PUBLISHER – PUBLICATION MUST BE 1/4 PAGE SIZE]

EXHIBIT A

**NOTICE OF INTENT TO ISSUE
WATER SYSTEM REVENUE BONDS
TO THE ELECTORS OF THE CITY OF WYOMING**

PLEASE TAKE NOTICE that the City of Wyoming (the “City”) intends to issue bonds in an amount of not to exceed \$25,000,000 in addition to amounts it has previously stated its intent to issue (the “Bonds”). The Bonds may be issued together with the bonds the City Council has previously stated its intent to issue or as one or more separate series of bonds.

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City’s Water System, including without limitation, design, acquisition and construction of a new large diameter water transmission main, including without limitation, transmission mains, piping, valving, and other associated materials and restoration for a pipe system from the Water Treatment Plant to, and connecting with, the existing transmission mains located near 96th Avenue and other improvements to water transmission, distribution, storage and treatment facilities, the restoration of streets, rights-of-way, easements and other property affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other Water System improvements as the City shall determine and to pay the costs of issuing the Bonds, finance reserves and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than 40 years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended.

SOURCE OF PAYMENT

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Water System. In addition, the Bonds may be secured by the full faith and credit of the City as limited by applicable constitutional, statutory and charter limitations on the taxing power of the City. In addition, the Bonds, and the bonds the City previously stated its intent to issue, may be secured by a pledge of the state revenue sharing payments that the City is eligible to receive from the State of Michigan

RIGHT OF REFERENDUM

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition requesting a referendum, signed by not less than 10% or 15,000 of the registered electors residing within the limits of the City, whichever is lesser, shall have been filed with the Clerk of the City or other recording officer of the City requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a

majority of the electors residing within the City qualified to vote and voting on that issue at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Kelli A. VandenBerg, City Clerk
City of Wyoming, Michigan

STAFF REPORT

Date: July 12, 2023
Subjects: Resolution of Intent to Issue Bonds
From: Myron Erickson, Director of Public Works
Meeting Date: July 17, 2023

RECOMMENDATION:

Adopt the Resolution to Purchase, Acquire and Construct Improvements to the Water System and to Publish a Supplemental Notice of Intent to Issue Revenue Bonds.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community is served by an adequate and reliable public water supply.

Safety – Upgrades to water facilities help prevent malfunctions and failures of the city water supply system components and ensure the system’s adequacy and reliability.

Stewardship – Providing financial options for funding water system improvements helps ensure the city is able to simultaneously (i) maintain operational fund balances, (ii) meet bond coverage requirements, (iii) comply with finance market expectations for well-run utility systems, (iv) mitigate water rate volatility, (v) have adequate funds to meet unexpected system needs, and (vi) undertake planned improvements.

BUDGET IMPACT:

The bonds, if issued, will be repaid by water system rates, fees and charges. It is likely that a mid-year adjustment to the water rates will be required to generate enough revenues to cover operating and capital costs, as well as to pay for debt service from this project.

DISCUSSION:

The estimate of the cost for the required third transmission main and related work has increased to \$84M. Ottawa County will pay 43% of that cost. The city share is currently estimated to be \$47.8M.

In June 2022, the Council approved a resolution of intent to issue up to \$35M in revenue bonds to pay the city share of the cost. Since that time, the cost of the project has increased, and the project will now include the addition of surge-suppression tanks to prevent damage to the transmission main when opening and closing valves. The city has also applied for state drinking water revolving fund (DWRf) monies to pay a part of the cost. DWRf funds can be grants and/or loans with the interest rate on a loan well below market interest rate on municipal bonds. There is a lot of competition for DWRf funds. Therefore, it seems prudent to also initiate steps needed for conventional bond financing.

The city may or may not decide to borrow funds (by issuing revenue bonds) to pay some of the costs of planned water system improvements. This resolution does not commit the city to doing so. It provides that option. The Council would need to pass a bond resolution to authorize any borrowing. This is simply a preliminary procedural step.

Similarly, while it would allow for the issuance of up to an additional \$25M in bonds (when added to the \$35M provided for in the 2022 resolution would provide for \$60M total), that is a maximum amount. If the city chooses to issue bonds, it could do so in any amount less than that maximum.

Adoption of this resolution at this time accomplishes the following:

1. It allows the city to use bond proceeds to reimburse costs incurred related to those improvements incurred prior to issuance of the bonds. Only costs incurred after adoption of a resolution of intent can be reimbursed from bond proceeds.

2. There is a 45-day period after publication of the notice of intent referred to in the resolution during which a petition for a referendum on the issuance of the bonds could be filed. That period must expire before bonds could be issued. Publishing the notice of referendum now allows the period to expire without any chance of delaying bond issuance if and when the city should decide to proceed with it.

RESOLUTION NO. ____

RESOLUTION TO APPROVE AND DIRECT THE MAYOR AND CITY CLERK
TO SIGN A CONSUMERS ENERGY AGREEMENT FOR MODIFICATIONS
OF ELECTRIC FACILITIES – PHASE 1B

WHEREAS:

1. The city wishes to construct a pedestrian bridge over 28th St SW near Hook Ave SW.
2. Doing so requires relocating (burying) of power and telecommunication lines.
3. Consumers Energy owns and requires that it perform any relocation of power lines.
4. The city contracted with Consumers Energy to relocate (bury) power lines in Consumers Energy Phase 1A.
5. Consumers Energy has now provided an Agreement for Modifications of Electric Facilities with an estimated cost of \$1,450,000 for Phase 1B.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Agreement for Modifications of Electric Facilities for Phase 1B is approved, subject to such changes as may be approved by the Mayor and city attorney.
2. The Mayor and City Clerk are authorized and directed to sign that agreement and all City officers and employees are authorized and directed to take all actions needed to implement that agreement according to its terms.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on July 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: July 10, 2023
Subjects: Consumers Energy Power Line Burying Contract – Phase 1B
From: Nicole Hofert, Community & Economic Development Director
Scott Smith, City Attorney
Meeting Date: July 17, 2023

RECOMMENDATION:

Adopt the Resolution Approving and Directing the Mayor and Clerk to Sign Consumers Energy Agreement for Modifications of Electric Facilities – Phase 1B.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Our community will be improved by the burying of power lines which will enhance the visual quality of the corridor by reducing visual clutter.

Safety – Improvements to and over 28th St SW will improve pedestrian safety and the burying of power lines adds resiliency to the utility network by protecting power lines underground.

Stewardship – Consumers will undertake the work following the completion of Phase 1A.

BUDGET IMPACT:

The project is fully funded with city and county ARPA funds and a state budget allocation.

DISCUSSION:

A key component to the city center project is the burying of aerial power lines in the city center project area. The burying of power lines is a critical component in the ability to achieve the Form Based Code's reduced lot lines for buildings fronting 28th Street SW and to avoid overhead conflicts with the new pedestrian bridge.

Consumers Energy developed plans for burying the power lines estimated the cost for Phase 1B as \$1,450,000.



AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

Effective Date: 4/11/2023 Notification Number: 1065583409 (Drawing Attached, Exhibit A)

Company: CONSUMERS ENERGY COMPANY a Michigan Corporation 530 W. Willow St Lansing, MI 48909-7662 (Address) Customer: CITY OF WYOMING (Name) 1155 28th St. SW (Street and Number) WYOMING, MI 49509-0905 (City, State and Zip Code)

Attention: NICOLE

Service Location: 28TH ST SW WYOMING, Phase 1B, 28th St SW from Burlingame to Hook Ave

Township WYOMING County KENT Town 06 Range 12 Section 15

Price: \$1,450,000.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY CITY OF WYOMING (Customer)

By (Signature)

By Kent Vanderwood, Mayor

(Print or Type Name)

By Kelli A. VandeBerg, City Clerk

(Date Signed)

Approved as to Form Date:

Title

By Scott G. Smith, City Attorney



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate its aerial electric distribution facilities to underground along 28th St. SW from Burlingame to Hook Avenue. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1.6A), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification may be charged to the requesting party.

For the above mentioned activities, all estimated costs are non-refundable and due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. The Price provided in Part I of this Agreement is intended to include, but as indicated in other sections of this Agreement may not include, all project-related costs such as; materials acquisition, construction and installation, permitting, taxes, easement acquisition, site preparation, work outside of normal work hours, and other costs. Consumers will proceed with all reasonable dispatch upon receipt of payment and will endeavor to keep Customer informed of material changes in costs as they are incurred or anticipated. Once Consumers has determined all costs and expenses are accounted for on its books, Consumers will determine its actual work order costs for the modification of its facilities. If the actual work order costs differ from the price stated in Part I, Consumers will adjust the price. If the actual work order costs are less than the payments paid by the Customer, Consumers shall refund the difference to the Customer. If the actual work order costs exceed the payments made by the Customer, Consumers shall invoice the Customer for the difference and the Customer shall pay such invoice by the due date indicated on the invoice. All payments shall be made and sent to:

Consumers Energy
P.O. Box 740309
Cincinnati, OH 45274-0309
RE: Order: xxxxxxxx

Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at Customer's expense or expense of owner of attached facilities. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Consumers may require a further nonrefundable contribution in addition to that provided for herein, where, in Consumers' judgment, practical difficulties not considered in determining the Customer's cost estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within thirty (30) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

4. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations. Consumers will endeavor to keep Customer informed of delays as Consumers collaborates with Customer and Customer's engineers, contractors, representatives and agents, to undertake and complete Consumers' work in coordination with the work on Customers pedestrian/bicycle bridge, trail, and right-of-way improvement project.

5. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

6. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID UNDER THIS AGREEMENT AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

7. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

8. This Agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

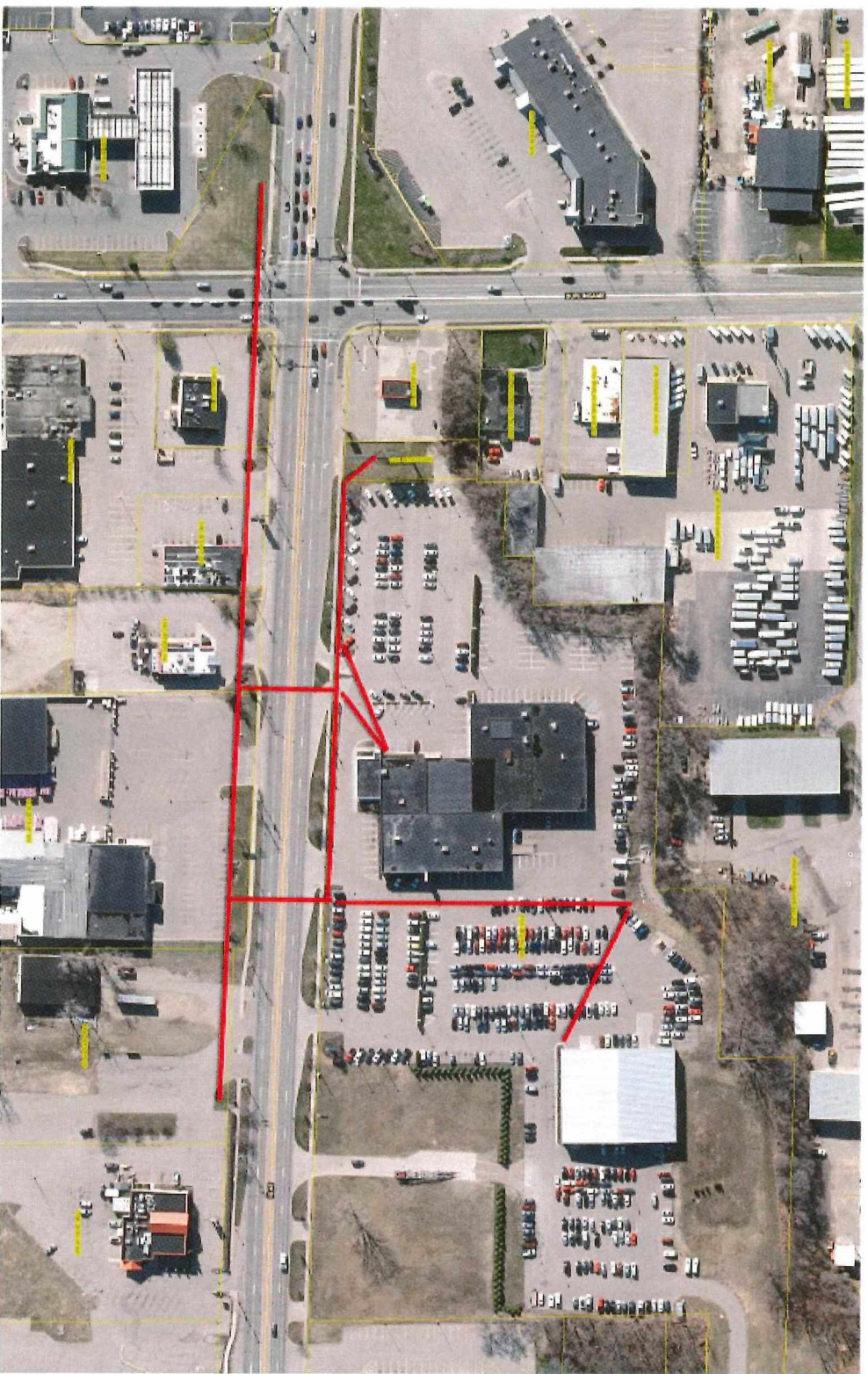
9. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

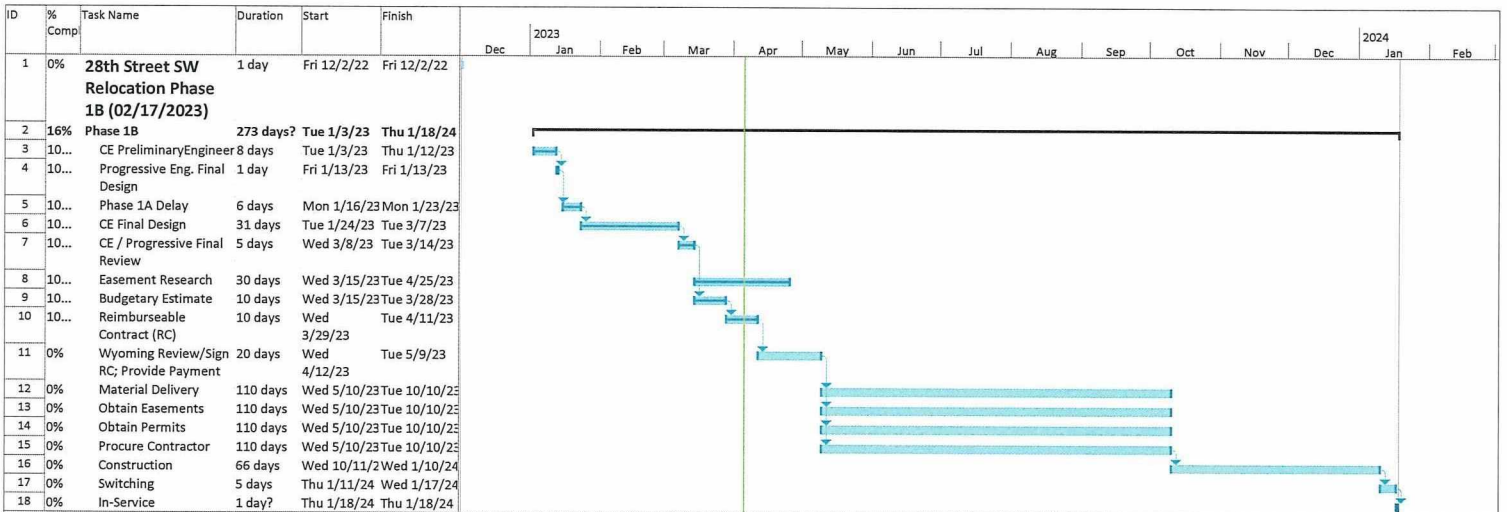
10. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

11. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

12. Additional Items

Exhibit A





Project: 28th Street SW Relocation Date: Thu 4/6/23

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			

Page 1

RESOLUTION NO. ____

RESOLUTION TO APPROVE THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH GREATER LEVEL LLC FOR SPECIAL EVENT
AND POLICE SERVICES FOR THE 2023 METRO CRUISE

WHEREAS:

1. Metro Cruise has been in operation in the City of Wyoming since 2008, bringing an estimated 42,000 attendees to 28th Street.
2. Metro Cruise provides free entertainment for Wyoming residents and businesses, including live music and car shows, among other things. These free activities provide a tangible public good to our community.
3. The City of Wyoming recognizes the public value presented by this event and, through in-kind services provided via this agreement, seeks to support the event this year.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City Council authorizes the City Manager to enter into an agreement with Greater Level LLC to establish parameters for roles and responsibilities before, during and after the event.
2. City Council authorizes the waiver of special event permit fees and the assessment of a \$10,000 flat fee for Police Services in lieu of charging actual incurred costs.
3. The City Manager may approve addendums to this contract at his discretion.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming a regular meeting held on July 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

To: City Council
From: John Shay, City Manager
Date: July 5, 2023
Subject: Metro Cruise Special Event Agreement

Meeting Date: July 17, 2023

The purpose of this memorandum is to outline the proposed Special Event Agreement with Greater Level, LLC to provide services in support of the 2023 Metro Cruise. Apart from Exhibit F (Police Support Contract), this agreement follows the same form as Special Event Agreements used in previous years.

The total fees for services included in this contract are \$10,000, which amounts to an in-kind donation of services of over \$16,000. While the City Manager has the authority to approve all special event agreements, including waiving fees, this is being brought forth to City Council because of the large amount of in-kind donation of services. Staff and representatives from Metro Cruise have agreed to the contract as presented, except for the \$10,000 fee for services.

Metro Cruise is a great event that brings people from all over the country to Wyoming. The City is supportive of this event and staff feels the proposal put forth here allows the City to recoup some costs while also providing in-kind services in support of the public good the event provides our community.

Background

Metro Cruise has been in Wyoming since its inception 2008. It is by far the largest event in Wyoming, bringing in an estimated 42,000 people to Roger's Plaza last year. Historically, the event was put on by the Wyoming-Kentwood Chamber of Commerce. In March 2023, City Staff were notified that the event had sold to Greater Level LLC, a private firm, a few months prior. At that point, the Interim City Manager notified City Council and Mayor that we would pursue reimbursement for services provided to support the event and began working with staff to determine the best path forward. In prior years, the Wyoming-Kentwood Chamber of Commerce owned the event, with profits going to the Chamber. The City waived fees for this event, understanding that the profits would be reinvested in the business community in Wyoming through the Chamber.

In addition to the change in ownership, the event this year has expanded in size. Historically, the event has taken place at Roger's Plaza in Wyoming and Woodland Mall in Kentwood, both along 28th Street. In Wyoming, we have seen dramatic increases in traffic clustered around Roger's Plaza,

community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

primarily between Clyde Park and Byron Center. This year, there will be additional events along 28th Street, including at least one in Grandville at 28th and Ivanrest, which will include alcohol sales. This will draw traffic further down 28th Street, increasing the area our officers will have to actively patrol. Organizers have talked about an additional “pit stop” event at the old Kelvinator site on Clyde Park just north of Burton but no plans have been formally submitted for this additional event yet.

The public safety coordination for this event is substantial. Last year, the Public Safety Department coordinated personnel from seven agencies (Wyoming, Grand Rapids, Grandville, Kent County, Kentwood, Michigan State Police and Walker) throughout Friday and Saturday. The cost of Wyoming Police overtime salary alone was at a minimum of \$26,000 for the officers who worked the event. This cost estimate does not include regular salaries for staff scheduled to work that day or costs incurred by other agencies, which included the State Police helicopter, mobile command unit and portable camera tower, among other things.

For all other special events in Wyoming, the City charges the actual cost of the services provided. For example, for the Spring Carnival, which is put on by the Greater Wyoming Community Resources Alliance, the Public Safety Department provides traffic control personnel and invoices the Alliance for the services after the event.

Contract Summary

Except for Exhibit F (Police Support Contract), the form of this contract is the same as the Special Event Contract we have used for Metro Cruise in the recent past. It is important that a Special Event Contract be in place, especially for large events, to ensure adequate safety plans are in order, that organizers are following local rules and that the city is protected from liability. The City requires special event permits for events that are outside of a fully enclosed, covered structure and/or do not have adequate parking available in off-street parking lots together with normal on-street parking within one block of that structure with more than 300 people attending. There are other circumstances that require a special event permit; more information can be found at wyomingmi.gov/specialevent.

Historically, the City has waived all special event and personnel fees for Metro Cruise because the event was coordinated by the Wyoming Kentwood Chamber of Commerce, so all net profits from the event went to the Wyoming-Kentwood Chamber and were invested in the community through services provided to local businesses. Greater Level is a for-profit entity. The Interim City Manager reached out to a representative from Greater Level in April to let him know we would be charging for support services this year. After further consultation with the Mayor and staff, the Interim City Manager reached out again in May to communicate the \$10,000 flat fee.

Staff settled on a flat fee to simplify the fee structure and provide some certainty to event planners so they could know exactly what the charges would be, regardless of the number of staff hours spent on response to the event. The City of Wyoming would not retain the entire \$10,000. A portion

of the fee would be remitted to partner agencies, depending on the level service they provide. This fee structure will be reviewed annually.

Exhibit F (Police Support Contract) is a new addition to the contract this year. In addition to the \$10,000 fee, it explicitly states how public safety for the event will be managed. Much of what is included in this contract has been past practice during previous events but, on the advice of the City Attorney, the City is seeking to memorialize this practice in a binding agreement to protect the City from any liability.

Frequently Asked Questions

Below are responses to some questions that we have fielded from City Council to this point.

Is it legal for the City to provide free services to or directly subsidize a private event?

Yes. The City may waive fees for services provided to this or other events if the event provides a demonstrable public good to the community. This event brings people into Wyoming and provides a means of recreation for our community through free concerts and other activities, which staff have deemed to be a public good.

How do other cruises work?

Car cruises are unique events in that they are special events that are held on a public thoroughfare. The Metro Cruise is technically held in the parking lot of Roger's Plaza, but the actual car cruising takes place on 28th Street.

Staff is not aware of another privately owned and operated cruise of this size in Michigan. The Woodward Dream Cruise, which is a much larger cruise that occurs in Metro Detroit the weekend before Metro Cruise, is run by a 14-member Board of Directors that includes 10 cities along Woodward Avenue and the County, so the municipalities are essentially in control of the event. Profits from the event that exceed 5% are remitted back to the cities on a pro-rata basis depending on how much frontage each city has on Woodward Avenue. Staff has not pursued this type of arrangement with Metro Cruise organizers, nor do we recommend exploring it going forward.

How do we determine the number of personnel assigned to the event?

Ultimately, the Director of Public Safety is responsible to ensure there are enough personnel present to keep the event safe. She has designated a point person to interface with the Metro Cruise Organizer and act as Incident Commander on the day of the event. The Public Safety Team has met with representatives from Metro Cruise several times to date and will continue regular meetings leading up to the event. Each year, the Public Safety Department also develops an after-action plan that outlines the successes and challenges of the event. This document helps guide future staffing levels as well.

Does the City provide any other services or charge other fees to Metro Cruise?

Yes. The City's Public Works Traffic division provides and sets up traffic barriers for no charge. The City's Parks & Recreation Department provides a stage and bleachers for the event, for an additional fee. Organizers may also be required to pull a tent permit, for an additional fee. All food trucks are required to be inspected and licensed by the City, which is done for an additional fee as well. The City has also offered free use of the City-owned billboard along 28th Street and to share Metro Cruise content on our social media platforms. The \$60 special event fee has been waived.

Staff from the Fire Department and Community & Economic Development also work to control unauthorized food vendors in areas all along 28th Street, which has become a major problem in recent years. Unlicensed vendors are not only in violation of a City ordinance, but they are also a safety hazard to the customers they serve and anyone in the vicinity of their cooking area. This technically falls outside of the footprint of the official cruise but these vendors setup specifically to serve the patrons of the cruise.



METRO CRUISE SPECIAL EVENT AGREEMENT

This Special Event Agreement is made as of July 17, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, PO Box 905, Wyoming, MI 49509-0905 (“**City**”) and Greater Level, LLC, a Michigan limited liability company the registered business address of which is 753 Wilson Ave SW, Grandville, MI 49534, the mailing address of which is PO Box 501, Grandville, MI 49468, the e-mail address of which is metrocrui@gmail.com, (“**Sponsor**”). Sponsor’s contact person is Brandon Simmons whose cell number is 231.735.5179.

BACKGROUND

- A. Sponsor wishes to hold and applied for approval with the application attached as **Exhibit A** (the “**Application**”) of the 2023 28th Street Metro Cruise from 12:00 p.m. (noon), Friday, August 25, 2023 to 9:00 p.m., Saturday, August 26, 2023 (the “**Event**”) in the Roger’s Plaza shopping center parking lot at 950 28th St SW, Wyoming, Michigan (“**Location**”) and other Wyoming locations as depicted on the event layout plan attached as **Exhibit B** (“**Event Layout**”).
- B. The Event will require City supplies listed on (“**City Supplies**”) and services from City (“**City Services**”) described in the attached **Exhibit C**.
- C. City police services will be in accordance with the Police Support Contract attached as **Exhibit F** (“**Police Contract**”).

TERMS AND CONDITIONS

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

- 1. **Event Approval.** City approves the Event with the Event Layout at the Location during the dates and times stated in paragraph A above.
 - A. The Event will comply with the following limitations on the dates and times of certain activities:
 - 1. Event activities (including, for example and not for limitation, all sales) will cease at 9:00 p.m. on Friday, August 25, 2023 and will not restart until 11:00 a.m. on Saturday, August 26, 2023. The Sponsor shall direct Event staff and volunteers to actively disburse Event participants, patrons, and other attendees beginning at 9:30 p.m. on Friday, August 25, 2023.
 - 2. All Event activities (including, for example and not for limitation, all sales) will cease at 9:00 p.m. on Saturday, August 26, 2023. The Sponsor shall direct Event staff and volunteers to actively disburse Event participants, patrons, and other attendees beginning at 9:30 p.m. on Saturday, August 26, 2023.
 - B. The Event may deviate from the following City requirements during the dates and times detailed below:
 - 1. Amplified sound will be allowed only as detailed on the attached Layout, Security, Emergency Plans.
 - 2. No other variances from City ordinances have been requested or granted.
 - C. The Event will comply with the Severe Weather and Other Emergency Plan attached as **Exhibit D**.
- 2. **City Support.** City will support the Event with City Supplies and City Services provided as detailed in **Exhibit C**. Sponsor is responsible for the care and return of any City Supplies.
- 3. **Special Conditions.**
 - A. The Event must comply with the following conditions:
 - 1. Event patrons, vendors, and personnel shall be given written instructions via posted signage or written direction regarding policies and prohibited conduct.
 - 2. Event organizer will present positive messaging around safety for event attendees, specifically noting burnouts are prohibited. Consistent signage must be posted regarding Event hours and prohibited burnouts, wheelies, and other hazardous driving activities.
 - 3. Key Event personnel shall be identified to City Police before the Event and text, cellphone and e-mail contact information must be provided with that identification. Event personnel and volunteers shall wear shirts identifying them as such at all times they are “on duty.”
 - 4.. Any 28th St SW lane closures will require MDOT permits, copies of which must be provided to City’s Police Department.
 - 5. The Sponsor shall post signage or provide direction that only “street licensed” vehicles shall be driven on public road ways.
 - 6. Emergency vehicle access must be maintained at all times. Sponsor and Key Event Personnel will work with the City Police to ensure traffic on area streets is flowing sufficiently that emergency access to the

Location, any other Wyoming Event locations, and area businesses and residences is not unreasonably impaired or impeded.

7. Must maintain fire access to the buildings at the Location and a drive path throughout the Location.
8. All food trucks must have a current Wyoming Food Truck license and an inspection with a fire department in the Food Truck Area Consortium. Inspection forms must be submitted to the fire dept. minimum 20 days prior to the event. If food trucks do not have current inspection, one must be obtained 20 days prior to event. Must follow all food truck rules/set-up, distance from each other etc. City will provide information sheets. City Fire personnel will be on site on the Friday of set-up.
9. Metal trash cans are required in cooking areas.
10. Fire Extinguishers located minimum 50' from food trucks.
11. No propane/cooking fuels shall be stored within 20' of cooking areas.
12. If extension cords are used, they shall be plugged into the GFI outlet (no daisy Chaining).
13. Exit doors/egress paths from buildings cannot be blocked, narrowed or otherwise impeded.
14. Sufficient dumpsters must be provided and emptied as necessary to ensure all refuse can be placed in dumpsters throughout the duration of the event.
15. Sponsor shall coordinate with City Police and Fire personnel in the planning and throughout the event.
16. The Sponsor must provide a security team with communication capabilities at all Event locations in Wyoming. The Event security team must coordinate with City Police and Fire personnel.
17. If directed by City Police Command staff, adjustments will be made to Event procedures, processes, practices, and schedules to address City public safety concerns.
18. Parking on City property will be limited to the areas and times designated in the Event Layout Plan. Event Parking on private property shall occur only with the express permission of the property owner or the property owner's designee (e.g., often a tenant).
19. No vehicles shall be parked within any areas between public sidewalks and curbs or within any clear vision areas near driveways and intersections.
20. No Event vendors shall place tents or signs, or sell any goods within any areas between public sidewalks and curbs or within any clear vision areas near driveways and intersections.

B. In addition, the Event, Sponsor and all participants must comply with:

1. The terms and conditions in this agreement;
2. All applicable federal, state and local laws, ordinances, rules, regulations, and requirements of any permits or other approvals;
3. Any printed use directions, instructions or other information located on or provided with City Supplies;
4. Any direction or instruction of City staff assigned to liaison with Sponsor, or providing the City Supplies; and
5. Any direction from City public safety officers.

4. Fees and Charges.

A. The Event Fee of \$NA must be paid in full not later than 4:00 p.m., July 25, 2023.

B. City will invoice Sponsor for any additional charges and fees and payment will be due within 30 days of the invoice date. Charges and fees unpaid when due will bear interest at the rate of 1.0% per month or part of a month that it remains unpaid after the due date. Such charges may be assessed for damage caused by the Sponsor due to the Event and may include any costs City incurs to clean up the Location, , repair or replace damaged City Supplies or other City property that was supplied by the City for the Event. It will include all costs incurred by City, including any personnel costs.

5. Risk Allocation and Insurance.

A. Sponsor is solely responsible for the Event, including (i) all event planning and oversight, (ii) all activities occurring during or as part of the Event, (iii) Event operation, (iv) the conduct of Sponsors personnel and agents, and (v) the conduct of all Event participants. City is not a sponsor of, does not endorse, is not a planner of, and is in no way responsible for the any part of the Event. City has made no representation as to the suitability or fitness of the Location, City Services, or City Supplies for the Event.

B. If City property is used during or as part of the Event, such use can involve personal risks of injury, property damage, and exposure to or contracting illness. The most diligent efforts cannot eliminate such risks. City is not representing it has minimized or will minimize risks of use of the City property. Accordingly, those using City property do so at their own risk.

C. City is not and will not be responsible or liable for injuries, property damage or other loss suffered or experienced by Sponsor or those attending or participating in the Event.

D. If Sponsor uses permission slips or liability waivers for those attending or otherwise participating in Event, City and City's officers, employees, volunteers and other agents must be included among those listed for waiver or indemnification in those permission slips or liability waivers.

E. Sponsor holds City (including, for purposes of this provision, City's officers, employees, volunteers and other agents) harmless from, indemnifies it for, and must defend it against claims, demands, lawsuits, administrative actions, judgments, awards, or other losses suffered or experienced by (i) Sponsor, (ii) Sponsor's officers, employees or volunteers, (iii) Sponsor's other agents, (iv) those attending or otherwise participating in the Event, or (v) any others during or as a result of the Event except to the extent caused solely by the negligence or wrongdoing of City or City's personnel.

F. **Not later than July 25, 2023**, Sponsor must provide City's Special Events Coordinator a certificate of commercial general liability insurance in minimum coverage amounts of \$1,000,000 of liability per person per incident and \$3,000,000 of aggregate coverage that names City and City's officers, employees, volunteers and other agents as insureds or additional insureds. It must provide that such coverage is primary, and any insurance carried by City is secondary or additional. If requested, Sponsor must also provide copies of endorsements and policies showing such coverage.

8. Remedies.

A. **Deadlines in this agreement are of its essence. Sponsor's failure to comply with a deadline in this agreement may result in City's termination of this agreement.**

B. **Any other failure to comply with this agreement may also result in its termination.**

C. **If this agreement is terminated, approval of the Event is rescinded and the Event must immediately end.**

9. Respect for Persons. City is committed to courtesy, respect, equity, fairness, impartiality, and nondiscrimination in all its programs, benefits, and actions, including in its contracts and in any activities that contractors others engage in using City property, City facilities, City supplies, or City Services. Sponsor, and all individuals and other persons participating in the Event at Sponsor's behest or on Sponsor's behalf, must treat all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, gender, gender identity or expression, sexual orientation, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law.

10. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. It may be modified only in writing signed by both parties and will not be affected by any course of dealing. Waiver of a breach will not waive a subsequent breach of the same or another provision. Captions are for reference only and will not affect the agreement's interpretation. But the background is an integral part of this agreement.

B. This agreement was made in Kent County, Michigan and the rights and obligations of the parties under this Contract will be governed by, and construed and interpreted in accordance with, Michigan law.

C. Except as prohibited by law, jurisdiction and venue for actions related to this agreement is solely in state courts in Kent County, Michigan, and the prevailing party will, in addition to any other remedy, be entitled to recover costs, including, for example, filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain, or defend the action from first accrual or first notice through all appellate and collection proceedings.

D. No individuals or entities other than the parties are intended to be beneficiaries of this agreement.

E. Reference to a City representative or City staff by title includes the person's designees and superiors.

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

CITY OF WYOMING

GREATER LEVEL, LLC

By: _____
John Shay, City Manager

By: _____
Brandon Simmons, Member

Date signed: July ____, 2023

Date signed: July ____, 2023

Approved as to form:


Scott G. Smith, City Attorney

- Exhibit A – Special Event Application
- Exhibit B – Event Layout Drawing
- Exhibit C – Descriptions of City Supplies and City Services
- Exhibit D – Severe Weather and Emergency Plan

Exhibit E – Special Highway Use Permit
Exhibit F – Police Support Contract

EXHIBIT A
SPECIAL EVENT APPLICATION

Special Event Application Report

Form: Special Event Application

Event will be held on/at	Private property
Please indicate the specific location requested	Rogers Plaza Mall parking lot
Event Name/Title	28th Street Metro Cruise
Event start date	25-Aug-2023
Event end date	26-Aug-2023
Type of event	Other
If "Other", please explain	Large community event
Event Description	Metro Cruise is the biggest event of the year in Wyoming, centered around the "Main Event" site at Rogers Plaza. We host collector car parking, live music, food vendors, kid's entertainment area, and much more.
Was this event held last year?	Yes
If yes, when and where was it held?	Same place and same weekend.
Is this a multi-day event?	Yes
Is there an admission fee?	No
What is the method of admittance (tickets, wristband, fee)?	None, open admission
What is the anticipated attendance (If multi-day event, please give daily attendance expected)?	15000
Previous year's attendance (If applicable)?	15000
Set-Up date & time	24-Aug-2023 09:00 AM





EXHIBIT A CONT.
SPECIAL EVENT APPLICATION

End date & time	25-Aug-2023 02:00 PM
Tear-Down date & time	27-Aug-2023 03:00 PM
Organization Name	GGreater Level
Type of organization	LLC
Organization's Mailing Address	PO Box 501, Grandville, MI, 49468
If mailing address is the same as physical address, select box and skip "Physical Address".	true
Organization's Physical Address	
Event Organizer's Name	Brandon, Simmons
Event Organizer's email	metrocruise@gmail.com
Event Organizer's phone number	6165702120
Event Organizer's Mailing Address	PO Box 501, Grandville, MI, 49468
On-Site Contact	Brandon, Simmons
On-Site Contact phone number	(231) 735-5179
Closure Start	25-Aug-2023 12:00 PM
Closure End	26-Aug-2023 09:30 PM
Street Name(s)	Michael Ave
The purpose of the proposed street closure is:	To aid in traffic flow around the Rogers Plaza area.
Will there be food and beverage?	Yes
Will there be alcohol?	No

EXHIBIT A CONT.
SPECIAL EVENT APPLICATION

If yes to either food and beverage, or alcohol, please describe what will be served and the source/distributor of the food/drink	Numerous food units - trucks, trailers, concessionaires.
Will there be food/drink vendors (the selling of food/drink)?	Yes
Will amplification of music or speakers be used?	Yes
Will you provide volunteer staff for safety and security?	Yes
If yes, how many volunteers?	100
Will you request Public Safety personnel to be present (fire, police, EMS)?	Yes
Will there be signage in the area for the event?	Yes
If yes, please specify location of signage	Multiple throughout Rogers Plaza area.
Will there be retail sales at the event?	No
Will you have any tents at the event?	Yes
If yes, how large (square foot)?	1800
Will there be any inflatables in the event area?	No
If yes, how many?	
Will you provide portable toilets?	Yes
If yes, how many?	50
Will you have a stage at the event?	Yes, will apply to use the city's stage

EXHIBIT A CONT.
SPECIAL EVENT APPLICATION

Will you need access to electrical?	No
Will you need access to potable water?	No
Will you need access to general water?	No
Are you seeking City of Wyoming co-sponsorship?	Yes
UPLOAD: Your site plan/map	 PROGRAM_Venue_Map_Layouts_2022_Main_Event_ROGERS.pdf
UPLOAD: Severe Weather and Emergency Plan	 Lost_Child_Weather_policy_Metro_Cruise_2022.docx
UPLOAD: Written Permission from Property Owner	 Hold_Harmless_-_Permission_Rogers_Plaza_2022.pdf
Please check box to affirm that you've read the above statement and that it is true of your application.	true
Signature	
Date	21-Feb-2023

Added Time	21-Feb-2023 05:58:04
Referrer Name	https://www.wyomingmi.gov/
Task Owner	martink@wyomingmi.gov

EXHIBIT C
CITY SUPPLIES AND SERVICES FOR EVENT

City Supplies

(*E.g.*, barricades, soccer goals, trash cans, etc. with indicated drop-off and pick-up times. If none are needed, state "NONE.")

Barricades will be provided.

City Services

(*E.g.*, trash removal, field marking, etc. with indicated times and dates. If none are needed, state "NONE.")

EXHIBIT D
SEVERE WEATHER AND EMERGENCY PLAN

All outdoor events must have a severe weather and emergency plan to evacuate the premises or move persons to a safe location in case of a severe storm or other emergencies.

SEVERE WEATHER POLICY

During the event of severe weather, all volunteers, participants, and vendors are to seek shelter in a safe enclosed structure. All Metro Cruise® activities will be suspended if any of the following occur:

- When lightning is within a 6-mile radius of Rogers Plaza or Woodland Mall
- City of Wyoming/Kentwood warning sirens are used or an emergency air horn is sounded
- Metro Cruise organizers identify an approaching strong storm

The event and activities may resume thirty minutes following the last flash of lightning per the NWS warning system or lightning detection equipment.

The suspension, cancellation, and resumption of Metro Cruise® will be announced from the Metro-Main Stage at Rogers Plaza, the Metro Cruise® Facebook page, and on WLAV 96.9 FM. In an effort to host all of our scheduled activities, we will attempt to delay events rather than cancel a missed event due to weather.

For the most up-to-date event information, please check the Facebook home page [f / metrocruise](https://www.facebook.com/metrocruise).

LOST CHILD OR VULNERABLE ADULTS

If you are at the Rogers Plaza OR Woodland Mall Main Event sites, and you become separated from your child, parent, or vulnerable adult, please proceed to the Metro Cruise® Information tent (Red & White Canopy tent), First Aid & Security tents, or find a Security or Official member.

EXHIBIT E
SPECIAL HIGHWAY USE PERMIT

If MDOT issues any permit(s) related to the Event, attach a copy. If none is issued, write "NONE."



City of Wyoming
TRAFFIC DEPARTMENT
SPECIAL HIGHWAY USE PERMIT

Permit No: 1882
Permit Fee: \$0.00

2660 Burlingame Ave SW
Wyoming, MI 49509
Phone: 616-530-7263
Fax: 616-249-3487
tra_info@wyomingmi.gov

Street Closure

Date: 6/28/2023

Account No: 202-483.000

Applicant:	Brandon Simmons	Organization:	W-K Chamber of Commerce
Street:	4415 Byron Center Ave., SW	Phone:	231-735-5179
City:	Wyoming	Fax:	
State:	MI	Zip:	49519
Applicant's signature: _____ <i>via email / Special Event Agreement</i>			

Event Type: Block Party
 Graduation
 Other: Metro Cruise

Event Date: 8/25/2023	Start Time: 10:00 am	End Time: 10:00 pm
------------------------------	-----------------------------	---------------------------

Location:

Street closure for special event at Rogers Plaza:
Michael Ave. (28th St. to 28 West Place)

email: brandon@southkent.org

Special Requirements:

Traffic Dept. staff to prep signs, cones, and barricades for event setup on Thur., Aug. 24. Street closure to be set up beginning at 10:00 AM on Fri. Aug. 25 through Sat. Aug. 26, 10:00 PM.

Additional cones will be provided for Public Safety Department's use to block 28th St. EB right-turn lane & WB left turn-lane at Michael Ave. during the event. Closure may be removed temporarily if warranted by traffic conditions.

Approved by: _____ *[Signature]* _____ Date: 6-28-23

EXHIBIT F
POLICE SUPPORT CONTRACT
(METRO CRUISE - 2023)

This Police Support Contract is made as of July 17, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 48509 (“**City**”) and Greater Level, LLC, a Michigan limited liability company the registered business address of which is 753 Wilson Ave SW, Grandville, MI 49534, the mailing address of which is PO Box 501, Grandville, MI 49468, the e-mail address of which is metrocruiise@gmail.com, (“**Sponsor**”). Sponsor’s contact person is Brandon Simmons whose cell number is 231.735.5179.

RECITALS

- A. Sponsor and City are entering a Metro Cruise Special Event Agreement (the “**SEA**”) pursuant to Sponsor’s special event application attached as **Exhibit A** to the SEA (the “**Application**”) to hold the 2023 28th Street Metro Cruise from 12:00 p.m. (noon), Friday, August 25, 2023 to 9:00 p.m., Saturday, August 26, 2023 (the “**Event**”) in the parking lot of the Roger’s Plaza shopping center at 950 28th St SW, Wyoming, Michigan (“**Location**”) and other Wyoming locations as depicted on the event layout plan attached as **Exhibit B** to the SEA (“**Event Layout**”).
- B. The size and scope of the Event will require and/or public safety will be enhanced by police deployment during the Event that exceeds normal City police deployment.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this contract, City and Sponsor agree:

1. **Assignment.** City will schedule and deploy such additional police personnel selected by City’s Police Department to be deployed, assigned, and dispatched during the Event in a manner deemed appropriate by City’s Police Department. This will result in added City police presence at and in the vicinity of the Location and other areas affected by the Event.

A. This Contract provides for City police presence, not any special or enhanced duties or services. Assigned officers will be under normal City Police Department command and will act in accordance with City Police Department policies, procedures, and protocols. Sponsor’s officers, members, staff, volunteers, contractors, and other agents (“**Sponsor personnel**”) will not have any ability to direct the assigned police officers. Sponsor personnel may make requests of the assigned officers who will respond to those requests in accordance with City Police Department direction, policies, procedures, and protocols. If Sponsor personnel believe different actions or responses are appropriate, Sponsor personnel may direct any such concerns to City Police Department command personnel.

B. Assigned officers will use their discretion, as provided within City Police Department direction, policies, procedures, and protocols to attend to vehicular traffic, pedestrian travel, specific situations, and incidents related to the Event in the vicinity of areas in Wyoming affected by the Event. Assigned officers shall have no special duties or special obligations to the Sponsor, to Sponsor personnel, Event participants, Event patrons, or the general public.

C. If, in the sole discretion of City Police command personnel, another situation away from the Location or other areas affected by the Event requires an intensive police response, City Police command personnel may dispatch officers assigned pursuant to this contract to that other situation until, in the sole discretion of City Police command personnel, the other situation has been addressed in a manner that those officers (or replacement officers) can be returned to resume the services provided pursuant to this Contract. City may, but shall have no obligation to, notify Sponsor or Sponsor’s personnel of that reassignment.

D. It is intended the officers assigned to perform services under this Contract will interact with Sponsor personnel, Event participants, Event patrons, and the general public in a manner like that in which such officers would interact during similar events and assignments. Similarly, it is intended that Sponsor and Sponsor personnel will interact with the assigned police officers in a manner like that of other businesses, organizations, events, and individuals interacting with City police officers in similar situations.

E. Nothing in this Contract will limit the lawful authority or the lawful exercise of that authority by City, City Police Department or any City police personnel, including without limitation, officers who may be involved in providing services under this Contract.

F. City will provide Sponsor with contact information for City Police command staff who will be on duty during some or all of the Event.

2. **Payment.**

A. **Sponsor will pay City for the services provided under this Contract a flat fee of \$10,000 which shall be fully paid within 30 days of the event.** This is the total amount to be paid regardless of the City police personnel costs incurred by the City related to the Event except for any cost recovery that may occur as a part of any City prosecution

or other enforcement of applicable laws, ordinances, rules, regulations, and requirements arising from incidents related to the Event.

B. Following the Event, City will provide Sponsor a report of the event that will detail the numbers of City police personnel on duty or called in as a result of or related to the Event that exceed normal City Police Department staffing during a similar time period, the costs incurred by City for that additional staffing, the incidents that appeared to be Event related or affected by the Event, and such other information and analysis as City deems may be helpful to City or Sponsor in evaluating the Event, improving the Event, addressing issues related to the Event, and understanding Event costs and impacts.

3. Responsibility for Personnel. City and Sponsor will be solely responsible for the statements, acts and omissions of their respective personnel. Neither party will be responsible for the statements, acts and omissions of the other party's personnel. Neither party will be responsible to insure the other party or the other party's personnel.

4. Term. This contract will take effect as of the date first written above and remain in effect until the conclusion of the Event and Event related activities and all amounts required to be paid under this Contract have been paid in full.

5. General Provisions.

A. This contract is the entire agreement between the parties as to its subject matter. It cannot be modified except in writing signed by both parties. It will not be affected by any course of dealing. Waiver of any breach will not constitute a waiver of a subsequent breach of the same or another provision. Captions are for reference only and will not affect its interpretation, but the recitals are an integral part of this contract.

B. This contract and the rights and obligations of the parties under this contract shall be governed by and interpreted in accordance with Michigan law.

C. This contract and the rights and obligations under it are unassignable and non-transferable without the other party's consent. However, it will be binding upon the parties' successors or permitted assigns. This contract is enforceable only by the parties. No other person shall have the right to enforce any provision.

F. Except as prohibited by law, jurisdiction and venue for actions related to this agreement is solely in state courts in Kent County, Michigan, and the prevailing party will, in addition to any other remedy, be entitled to recover costs, including, for example, filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate, bring, maintain, or defend the action from first accrual or first notice through all appellate and collection proceedings.

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

CITY OF WYOMING

GREATER LEVEL, LLC

By: _____
John Shay, City Manager

By: _____
Brandon Simmons, Member

Date signed: July ____, 2023

Date signed: July ____, 2023

Approved as to form: 

Scott G. Smith, City Attorney

Acknowledged by Wyoming Public Safety Department

Kimberly Koster, Director

07/17/23

Purchasing/LAJ

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FOR THE PURCHASE OF
TWO CISCO NEXUS SWITCHES AND ONE CISCO NEXUS PORT SWITCH

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quotation from People Driven Technology, Inc. for the purchase of two Cisco Nexus switches and one Cisco Nexus port switch in the total estimated amount of \$33,159.00.
2. Funds are budgeted in account number 101-258-25800-984.017.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quotation from People Driven Technology, Inc. for the purchase of two Cisco Nexus switches and one Cisco Nexus port switch in the total estimated amount of \$33,159.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Quotation

Resolution No. _____

STAFF REPORT

Date: July 6, 2023
Subject: City Network Hardware: Cisco Switch Replacement
From: Paul Gerndt, Director of Information Technology
Meeting Date: July 17, 2023

RECOMMENDATION:

It is recommended that the City Council authorize the purchase of 2 – Cisco Nexus 3524 24 port SPF+ Switches and 1 – Cisco Nexus 9300 48 port switch, in the amount of \$33,159.00 from People Driven Technology, Inc.

COMMUNITY, SAFETY, STEWARDSHIP:

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

DISCUSSION:

The City of Wyoming regularly replaces network switches on a cycle of 7 years. As technology progresses and applications evolve so too must the network that runs and supports them. To support current initiatives such as the virtual desktop infrastructure project and provide a high-performance network backbone we recommend replacing the current Meraki MS350 switches to Cisco Nexus 3524 and 9300 series switches. The Nexus 3524 provides 480-Gbps switching capacity whereas our current Meraki MS350 provides only 128 Gbps switching capacity meaning that the Nexus switches provide nearly 4 times the performance of the Meraki switches to support our needs.

To ensure the best value for the city, staff requested pricing using the State of Michigan MiDeal NASPO ValuePoint agreement. In addition, quotes for the identical products were requested from established vendors and are shown as follows:

<u>Vendor / Contract</u>	<u>Total Quote</u>
People Driven Technology, Inc	\$33,159.00
Sentinel Technologies, Inc.	\$48,511.13
VDA Labs	\$51,524.65
MiDeal (NASPO ValuePoint)	\$63,173.16

The quote from People Driven Technology, Inc is the lowest; therefore, it is recommended that City Council authorize the purchase of the quoted Cisco items from People Driven Technology, Inc.

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).

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means: People Driven Technology, Inc.
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
6300 Venture Hills Blvd SW
[Contractor's street address]
Byron Center, MI 49315
[Contractor's city, state & zip]

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

Effective Date means: July 6, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

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


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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Company

By: 

[Signature officer, director or principal of Contractor]
Joe Zanchetta, Area VP

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

Date signed: July 6, 2023

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

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

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

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

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

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

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

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

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race,

color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.

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

C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.

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

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

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

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

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

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

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

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

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

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

EXHIBIT B



City of Wyoming

Cisco Nexus Switches

Quote # 005470 v1

June 20, 2023



Cisco Nexus Switches

Prepared by:

East Michigan

Bill Fedak
248-567-3027
fedakb@peopledriven.com
Tom Winkles
winklest@peopledriven.com

Prepared for:

City of Wyoming

Todd Curran
currant@wyomingmi.gov

Quote Information:

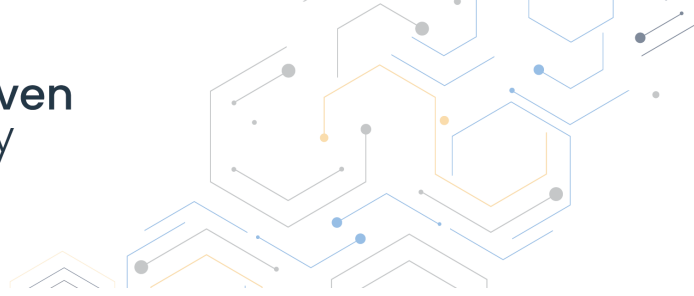
Quote #: 005470

Version: 1
Delivery Date: 06/20/2023
Expiration Date: 07/11/2023

Cisco Nexus Switches

Qty	Part Number	Description	List Price	Price	Extended Price	Discount
2	N3K-C3524P-XL	Nexus 3524-XL 24 SFP+ ports, Enhanced, Extended Memory	\$18,817.27	\$8,993.00	\$17,986.00	52.21 %
2	CON-SNTP-3524PXL	SNTP-24X7X4 Nexus 3524-XL 24 SFP+ ports, Enhanced, E	\$1,313.76	\$1,178.00	\$2,356.00	10.33 %
2	N3524-LAN1K9	Nexus 3524 Layer 3 LAN Enterprise License	\$4,774.55	\$2,282.00	\$4,564.00	52.21 %
2	CON-ECMU-N35243LA	SWSS UPGRADES Nexus 3524 Layer 3 LAN Enterprise Licens	\$285.00	\$256.00	\$512.00	10.18 %
2	N3548-BAS1K9	Nexus 3500 Base License	\$0.00	\$0.00	\$0.00	0.00 %
2	NXOS-9.3.9	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.9	\$0.00	\$0.00	\$0.00	0.00 %
8	NXA-FAN-30CFM-B	Nexus Fan, 30CFM, port side intake airflow	\$0.00	\$0.00	\$0.00	0.00 %
2	N3548-24P-LIC	Nexus 3524 Factory Installed 24 port license	\$0.00	\$0.00	\$0.00	0.00 %
2	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	\$0.00	\$0.00	\$0.00	0.00 %
4	N2200-PAC-400W-B	Nexus 400W Power Supply, Port side Intake	\$0.00	\$0.00	\$0.00	0.00 %
4	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	\$0.00	0.00 %

Subtotal: \$25,418.00



Cisco Nexus Switch

Qty	Part Number	Description	List Price	Price	Extended Price	Discount
1	N9K-C9348GC-FXP	Nexus 9300 with 48p 100M/1GT, 4p 10/25G & 2p 40/100G QSFP28	\$17,544.70	\$6,314.00	\$6,314.00	64.01 %
1	CON-SNTP-N9348F	SNTP-24X7X4 Nexus 9300 with 48p 100M/1G, 4p 10/25G S	\$1,314.27	\$1,179.00	\$1,179.00	10.29 %
4	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	\$128.88	\$62.00	\$248.00	51.89 %
1	MODE-NXOS	Mode selection between ACI and NXOS	\$0.00	\$0.00	\$0.00	0.00 %
1	NXOS-9.3.9	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.9	\$0.00	\$0.00	\$0.00	0.00 %
1	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00	\$0.00	0.00 %
2	NXA-PAC-350W-PI	Nexus NEBs AC 350W PSU - Port Side Intake	\$0.00	\$0.00	\$0.00	0.00 %
2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	\$0.00	0.00 %
3	NXA-FAN-30CFM-B	Nexus Fan, 30CFM, port side intake airflow	\$0.00	\$0.00	\$0.00	0.00 %

Subtotal: \$7,741.00



Cisco Nexus Switches

Ship To:

City of Wyoming

1155 28th St. SW
gerndtp@wyomingmi.gov
Wyoming, MI 49509
Todd Curran
(616) 530-7221
currant@wyomingmi.gov

Bill To:

City of Wyoming

Accounts Payable / Lisa Sunday
1155 28th St. SW
Wyoming, MI 49509
Todd Curran
(616) 530-7221
currant@wyomingmi.gov

Quote Information:

Quote #: 005470

Version: 1
Delivery Date: 06/20/2023
Expiration Date: 07/11/2023

Quote Summary

Description	Amount
Cisco Nexus Switches	\$25,418.00
Cisco Nexus Switch	\$7,741.00
Total:	\$33,159.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

People Driven Technology

City of Wyoming

Signature: _____

Name: Bill Fedak

Title: Account Executive

Date: 06/20/2023

Signature: _____

Name: _____

Date: _____

ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

- 1. PRICING:** Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated. Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.
- 2. PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice.
- 3. DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.
- 4. SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.
- 5. RETURNS:** Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.
- 6. TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.
- 7. WARRANTIES AND REMEDIES:** All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.
- 8. EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FOR THE
PURCHASE OF A CYANOACRYLATE FUMING CHAMBER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quotation from Thomas Scientific for the purchase of a cyanoacrylate fuming chamber using Sourcewell contract pricing in the total estimated amount of \$14,480.55.
2. Funds are available in account number 101-305-31200-980.825.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quotation from Thomas Scientific for the purchase of a cyanoacrylate fuming chamber in the total estimated amount of \$14,480.55.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Quotation

STAFF REPORT

Date: July 1, 2023

Subject: Cyanoacrylate Fuming Chamber for DPS Forensic Science Unit

From: Captain Timothy Pols

Meeting Date: July 17, 2023

RECOMMENDATION:

It is recommended the City Council approve the purchase of the CA-6000 Cyanoacrylate Fuming Chamber for the Department of Public Safety–Police. The chamber will be purchased from Thomas Scientific and will be housed in the Forensic Science Unit Laboratory at Police Headquarters. It would be utilized for processing evidence in order to recover latent fingerprints. The proposed purchase is part of a cooperative bid contract and would be purchased for a total estimated amount of \$14,480.55.

COMMUNITY, SAFETY, STEWARDSHIP:

Recovering latent fingerprint evidence is an important part of most major criminal investigations. Identifying suspects through latent fingerprint recovery increases the likelihood of a successful investigation and thus promotes safety within our community by holding offenders accountable. Community is built by fulfilling the high level of trust placed in our police department and demonstrating competence in the proper and professional handling of evidence. Stewardship has been exercised by expending all functionality out of the current fuming chamber prior to requesting to purchase a replacement.

DISCUSSION:

The Forensic Science Unit (FSU) within the Department of Public Safety—Police is responsible for processing and storing evidence related to criminal investigations. The Police Department is unique, in that we are one of only a handful of law enforcement agencies in the State that is equipped with a forensic science laboratory. The capabilities of our FSU staff working in this lab provide significant benefits for investigators as FSU personnel are often able to quickly provide leads based on forensic evidence. One major source of such leads is the recovery of latent fingerprints.

Fingerprint recovery from non-porous evidentiary items is often accomplished with cyanoacrylate (more commonly known as superglue) fuming. Evidence is placed in a specially designed fume hood which evenly distributes fumes instead of removing them. Cyanoacrylate is placed in a container and heated until it is in a gaseous state. The circulating fumes adhere to the oils left behind by the fingerprint, turning the print white. The resulting white print can be enhanced with fingerprint powder to increase the contrast of the white print against the evidence's finish. This process is most commonly utilized in an attempt to recover fingerprints from firearms and ammunition, assisting to develop leads for violent crimes.

The existing fuming chamber is over 20 years old and has exceeded its expected lifespan. It has become cost prohibitive to continue using it since replacement filters are quite expensive and must be replaced every 3 months regardless of use. FSU staff have selected a viable replacement for the outdated fuming chamber. They have selected the CA-6000 Cyanoacrylate Fuming Chamber. Other forensic units in the area are using this product with good results and recommended it to staff.

It is recommended that the CA-6000 Cyanoacrylate Fuming Chamber be purchased from Thomas Scientific as part of a cooperative bid contract through Sourcewell (020723-TMS). Staff was able to save \$1095.00 on shipping and handling costs for this purchase by having it delivered to the Public Works Department where it will be unloaded by their forklift. From there it will be delivered to the Police Department by City staff. A trade-in value for the existing chamber was negotiated and is part of the quote, however, Thomas Scientific is not interested in taking possession of the old chamber.

BUDGET IMPACT:

The City Manager has approved this project for this budget year and has allocated funds for its purchase. The total estimated cost of this project is \$14,480.55. Funds are budgeted within 101-305-31200-980.825 Forensic Science Capital Outlay Fume Chamber.

Attachments:

Quote

CITY OF
Wyoming
MICHIGAN

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

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

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

Contractor means: Thomas Scientific, LLC
A A Delaware Limited Liability Company
[Name of contracting entity]
1654 High Hill Road
[State and type of entity, e.g., corporation, limited liability company, etc.]
Swedesboro, NJ 08085
[Contractor's street address]
[Contractor's city, state & zip]

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

Effective Date means: July 11, 2023.

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

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

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

None

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

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

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

City of Wyoming
By: _____
Kent Vanderwood, Mayor

Company
By: Lewis McMillan
[Signature officer, director or principal of Contractor]
Lewis McMillan, Director, Government (State & Local)
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. Vandenberg, City Clerk
Date signed: _____, 20__

Date signed: July 11, 2023

Approved as to form: [Signature]
Scott G. Smith, City Attorney

CITY OF
Wyoming
MICHIGAN

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to accountspayable@wyomingmi.gov a completed an IRS W-9 form.

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

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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:

<p>COMMERCIAL GENERAL LIABILITY Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.</p>

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

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.



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SALES QUOTATION

Exhibit B

Sales Quotation

Quote Number 00170093 Customer Account Number MI067100
Account # MI067100
Created Date 6/14/2023 Contact Name Captain Timothy Pols
Quote Name Wyoming Police_Captain T. Pols_Cyanoacrylate Fuming Chamber Phone 6162579719
Fax (616) 530-7200
Email tim.pols@wyomingmi.gov
Account Name WYOMING CITY Expiration Date 8/31/2023

Product Code	MFG Code	Line Item Description	Sales Price	Quantity	Pkg Size / UOM	Total Price
1183D99	CA-6000	Cyanoacrylate Fuming Chamber, 39 x 65", 110V (includes (1) MY-2818 carbon filter and (1) FE-2013 prefilter)	\$16,360.55	1.00	1/EA	\$16,360.55
special-nhp		Trade In Discount	(\$1,880.00)	1.00	1/EA	(\$1,880.00)

Estimated Delivery Time Current lead time 8-10 weeks. Item is priced IAW Sourcewell Contract 020723-TMS, FOB Destination, Freight prepaid for standard shipping.
Subtotal \$14,480.55
Total Price \$14,480.55
Grand Total \$14,480.55

Patty Godin

Sr. Account Manager

patricia.godin@thomassci.com

(313) 618-1506

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In case of discrepancy in prices, unit price will prevail
Prices quoted are firm for 30 days unless otherwise stated
Prices quoted are in US Dollars

IMPORTANT NOTICE

All sales are FINAL, Non-Cancellable, and Non-Returnable

Due to Thomas Scientific's inability to return un-used inventory of certain products to our manufacturing partners, we must require certain limitations when these items are purchased. Transport Media, Swabs, Automation Pipette Tips, PCR Plates, and Personal Protective Equipment are all considered Final Sale, Non-Cancellable, and Non-Returnable products.

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SALES QUOTATION

Sales Quotation

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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE
OF A FIRE PLATFORM AERIAL TRUCK AND ASSOCIATED EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a fire platform aerial truck from Halt Fire, Inc. (Pierce Manufacturing) from their stock program, using the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$1,900,000.
2. It is further recommended City Council authorize the purchase of associated equipment from various vendors in the total estimated amount of \$75,000.
3. Funds are available in account numbers 662-441-58500-985.000, 101-337-33900-985.000, and 101-337-33900-947.100.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of a fire engine from Halt Fire, Inc. (Pierce Manufacturing) from their stock program in an amount not to exceed \$1,900,000.
2. The City Council authorizes the purchase of associated equipment in the total estimated amount of \$75,000.
3. The City Council authorizes the Mayor and City Clerk to sign an agreement in a form acceptable to the City Attorney and Public Safety Director.
4. The City Council does hereby waive the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 17, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: July 3, 2023
Subject: Fire Platform Truck and Associated Equipment
From: Deputy Public Safety Chief, Kip Snyder
Meeting Date: July 17, 2023

RECOMMENDATION:

It is recommended City Council approve the designation of up to \$1,900,000 for the purchase of a platform aerial fire truck from the Halt Fire, Inc. (Pierce Manufacturing) stock program. It is also recommended City Council approve the designation of up to \$75,000 for associated equipment from various vendors to outfit the platform truck for service. There are currently no platform trucks available on the Pierce stock list, but it is expected that there will be one or more available on a stock list that is released at the beginning of every month. Designation of these funds in advance will allow the City to move quickly on a purchase as apparatus historically do not remain on the list for long.

COMMUNITY, SAFETY, STEWARDSHIP:

A platform aerial is a specialized apparatus used extensively for high elevation rescue situations and aerial firefighting strategies. The city currently utilizes a straight stick ladder, but the new platform will provide a basket for people to be safely removed from buildings. This provides an alternative to them having to navigate down a 107' elevated ladder in hazardous conditions like inclement weather and will accommodate persons who may be elderly or have a fear of heights. A platform basket allows people to enter a solid basket and then the basket is removed from the building and placed onto the ground for a safe transition for people and the firefighters working at emergency scenes.

A Pierce platform truck is preferred and recommended at this time for the following reasons;

- Turnaround time for this specific platform from purchase order to delivery is 6 months compared to 28-30 months for a fully custom order.
- The earlier delivery option that is offered through the Pierce stock program will allow significant savings in wear and tear and may extend the life of our already overstretched fire fleet.
- Pierce products have a history of dependability in terms of customer service and parts availability with our City Motor Pool.
- One of our current motor pool mechanics attended training in Wisconsin for one week a month for four months to become a certified Pierce technician.
- Purchase of a platform from the Pierce stock program list will allow for limited custom changes.
- Eighty-eight percent of our current fleet are manufactured by Pierce.

- Standardization and consistency in equipment/apparatus contributes to firefighter safety and more efficient service delivery to our community.
- The purchase of this platform will contribute toward the assurance that our fire response vehicles continue to be readily available to provide medical, fire, and rescue services throughout the Wyoming community and provide much needed redundancy and depth in the Fire's response capabilities.
- Sourcewell is a national purchasing cooperative with thousands of participating entities including public government, higher education, K-12 education, nonprofit, tribal government, and other public agencies across the United States and Canada. The City of Wyoming is a Sourcewell member. Wyoming Public Works makes approximately 50% of its large equipment/higher cost purchases from this source. Pierce Manufacturing is a highly rated fire equipment vender for Sourcewell (#1) and would allow for an accelerated purchase of this platform.

This apparatus is tentatively slated to deploy out of the Central Fire Station (Station 1) to service all residential and/or commercial buildings three (3) stories or higher. This includes, most notably, the new HoM Flats residential housing complex and the University of Michigan Health West Hospital.

DISCUSSION:

Our current platform was taken out of service nearly two years ago, four years before its original replacement date. This platform failed a five-year comprehensive ladder test making it unsafe for use. This was due to the above expected use causing excessive wear and tear.

If approved, the platform will be strategically placed for maximum use and deployment during emergency operations. All members of the department will be trained in its use prior to use. Its use and deployment will allow the current ladder being utilized to be rotated out of front-line service to fulfill its estimated life expectancy as set by the Fleet Supervisor.

For this new platform to be fully prepared for service, the purchase of associated equipment is required and is estimated to cost up to \$75,000. This equipment will be purchased from various vendors/sources and quotes will be provided as required. Some of these items include all new EMS equipment, hose, a Lucas CPR machine, water rescue suits, various tools, chain saw, ladders, nozzles, etc.

BUDGET IMPACT:

A portion of the funds for the platform truck and associated equipment exist in the Motor Pool Capital Outlay account number 662-441-58500-985.000. The remainder of the funds exist in the Fire Fighting Capital Outlay account number 101-337-33900-985.000, minus approximately \$6,100 which will be available in the Fire Fighting Motor Pool Rental account number 101-337-33900-947.100. No budget amendment is required.