

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, SEPTEMBER 18, 2023, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Cynthia Palmer, Grand Rapids First 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 September 5, 2023 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.
7:01 p.m. To Consider Approval of an Application for an Industrial Facilities Exemption Certificate in the City of Wyoming for Orka Automation
- 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
 1. Sinkhole Presentation
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
 - 23-14 Acceptance of an Easement for 4940 Riverfield Drive SW
(Jeremy and Ashleigh Smith)
- 13) Budget Amendments**
 - a) Budget Amendment No. 27 – To Transfer \$143,000 of Budgetary Authority from Major Streets to Local Streets to Provide the Necessary Funds for the 2023 Local Resurfacing Project Change Order Approved August 7, 2023

14) Consent Agenda

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

- a) To Authorize Members of the City Council to Attend the Wyoming-Kentwood Chamber Legislative Luncheon

15) Resolutions

- b) To Approve the Application of Orka Automation for an Industrial Facilities Exemption Certificate in the City of Wyoming
- c) To Recognize Widowed Persons Service as a Nonprofit Organization
- d) For Election to Comply with Section 4 of Public Act 152 of 2011
- e) For Extension of Participation in the Low Income Household Water Assistance Program and to Authorize the Mayor and City Clerk to Execute the Agreement

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

- f) To Engage Adams & Associates Appraisal Company, LLC for Appraisal Services for Property Tax Appeals at 6172 and 6192 Valduga Drive SW
- g) To Accept a Quote for the Purchase and Installation of Security Camera Systems (Budget Amendment No. 26)
- h) To Authorize the Mayor and City Clerk to Execute a Lease Agreement with the Grand Rapids Rifle and Pistol Club
- i) For the Purchase of a Windstorm Blower
- j) To Approve Additional Design and Construction Administration Costs for the 54th Street, Clyde Park to US-131 (Meijer Access Drive) Project
- k) To Concur with the Emergency Replacement of the Division Avenue Watermain and Emergency Valve Repair on Burlingame Avenue (Budget Amendment No. 25)
- l) To Accept a Quotation for Emergency Installation of a 20" Watermain Valve (Budget Amendment Pending)
- m) To Authorize the Purchase of De-Icing Salt
- n) To Accept a Proposal for Irrigation System Installation
- o) To Authorize the Purchase of Aluminum Sulfate (Alum)

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.

Memorandum

To: John Shay, City Manager
From: Myron Erickson, PE, Director of Public Works & Utilities
Date: 30 August 2023
Re: Sinkhole at 2029 Cleveland Avenue

On July 21, 2023, we were made aware of a sinkhole that appeared at 2029 Cleveland Ave SW. The sinkhole spans the property line between Wyoming's ROW and the private property of the subject address. Because the sinkhole exposed a corner of the home's foundation, Inspections posted an evacuation order for the home. The residents have not been living in the house since that time.

Although we filled the sinkhole with sand just to make it safe for the public, a more permanent fix should be considered. Wyoming hired Materials Testing Consultants (MTC) to evaluate the subsurface conditions, characterize the problem, and propose a mitigation plan. Their final 37-page report details the conditions in the area and highlights the fact that sinkhole activity in this general area is unfortunately common.

It is our understanding that the homeowner is working with their insurance carrier to see if they can make a claim. However, sinkhole coverage is not commonly included in most homeowner's insurance policies. The homeowner's insurance company has hired a consulting engineer, EFI Global, to make an independent investigation and analysis. We have shared the report from MTC with the engineer from EFI.

In correspondence sent to us by EFI Global, they state that to make the dwelling safe for habitation, the porch foundation must be temporarily shored and/or permanently repaired. We have replied asking for more specific details, stating that we would require stamped drawings for either a temporary shoring or permanent fix solution. Our Inspections Department cannot release the no-occupancy posting until these repairs are completed and inspected. As of Wednesday, August 30, 2023, EFI was not aware of any progress that may have been made in the resident's insurance claim, nor had they been hired by the homeowner to make recommendations (their client is the homeowner's insurance company).

MTC has proposed a comprehensive mitigation operation in our right-of-way. They have developed a set of specifications and requirements and are assisting us in getting quotes from qualified contractors. They have further prepared us for an estimated price tag for the work, which will likely be between \$300K and \$500K. There are at least two questions that need to be discussed before we commit these resources.

1. Should the City spend this amount of money on sinkhole mitigation given the larger area's propensity for sinkhole formation?
2. If the answer to question no. 1 is yes, should the mitigation effort include accessing private property and extending the solution to privately-owned structures and properties?

I've attached several pictures of the sinkhole to this memo. We look forward to further discussion with your office on the issue.

Thanks,
Myron Erickson, PE
Director of Public Works & Utilities









September 18, 2023

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 23-14

Subject: Acceptance of an Easement
4940 Riverfield Drive, SW (Jeremy and Ashleigh Smith)

Councilmembers:

Jeremy and Ashleigh Smith, owners of 4940 Riverfield Drive, SW, have submitted the following described Easement. The Easement conveys permanent access rights to the City of Wyoming to construct and maintain a drainage floodway that will drain the backyard toward Riverfield Drive in the event of a flood. The Easement area is shown on the attached exhibit. This Easement is required to construct the drainage floodway and address flooding at the property.

Grantors:	Jeremy and Ashleigh Smith
Parcel:	41-17-30-353-001
Easement Size	2,033 sf
Consideration:	\$1

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

Respectfully submitted,



John Shay
City Manager

Attachments: Easement

community • safety • stewardship

CITY COUNCIL

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

**CITY OF WYOMING
EASEMENT
Parcel No. 41-17-30-353-001**

The Grantor, **Jeremy Smith and Ashleigh Smith**, husband and wife, whose address is 4940 Riverfield Dr. SW, Wyoming, MI 49418

DOES HEREBY GRANT AND CONVEY TO:

CITY OF WYOMING, a Michigan Municipal Corporation, whose address is 1155 28th Street, SW, Wyoming, Michigan 49509 (the "City" herein), an Easement for regional drainage, flowage and ingress and egress access, including the right to enter upon the real property at any time together with the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said flowage and ingress and egress access in, over, under, across, through, and upon said real property located in the City of Wyoming, County of Kent, State of Michigan, as follows:

See Exhibit A attached hereto for the Legal Description of Easement
(A Portion of Parcel No. 41-17-30-353-001)

For the full consideration of One Dollar and No Cents (\$1.00).

The City shall have the right to use the Grantors' property outside the Easement area but adjoining the Easement area to accomplish the work; provided however, that the City shall restore the portion of the Grantors' property adjoining or within the Easement area to as good or better condition than it was prior to any work having been performed.

Grantors shall not construct, install, or place any buildings, permanent structures, or obstructions in the Easement area which would inhibit the intended use of the Easement.

This easement is exempt from state and county transfer tax pursuant to MCLA 207.505 (a) and MCLA 207.526 (a).

DATED: _____

Approved as to form:

Attorney for the City of Wyoming

GRANTOR:

[Signature]
Jeremy Smith

[Signature]
Ashleigh Smith

STATE OF MICHIGAN)
)ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me in Kent County, Michigan on this 12th day of September, 2023, by Jeremy Smith and Ashleigh Smith, husband and wife.

[Signature]
Kelly Jacobson, Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 6/21/2024
Acting in the County of: Kent

KELLY JACOBSEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires June 21, 2024
Acting in the County of Kent

Prepared by and after recording return to:
Deborah S. Poeder
Land Matters
488 Kinney Ave., NW
Grand Rapids, MI 49534

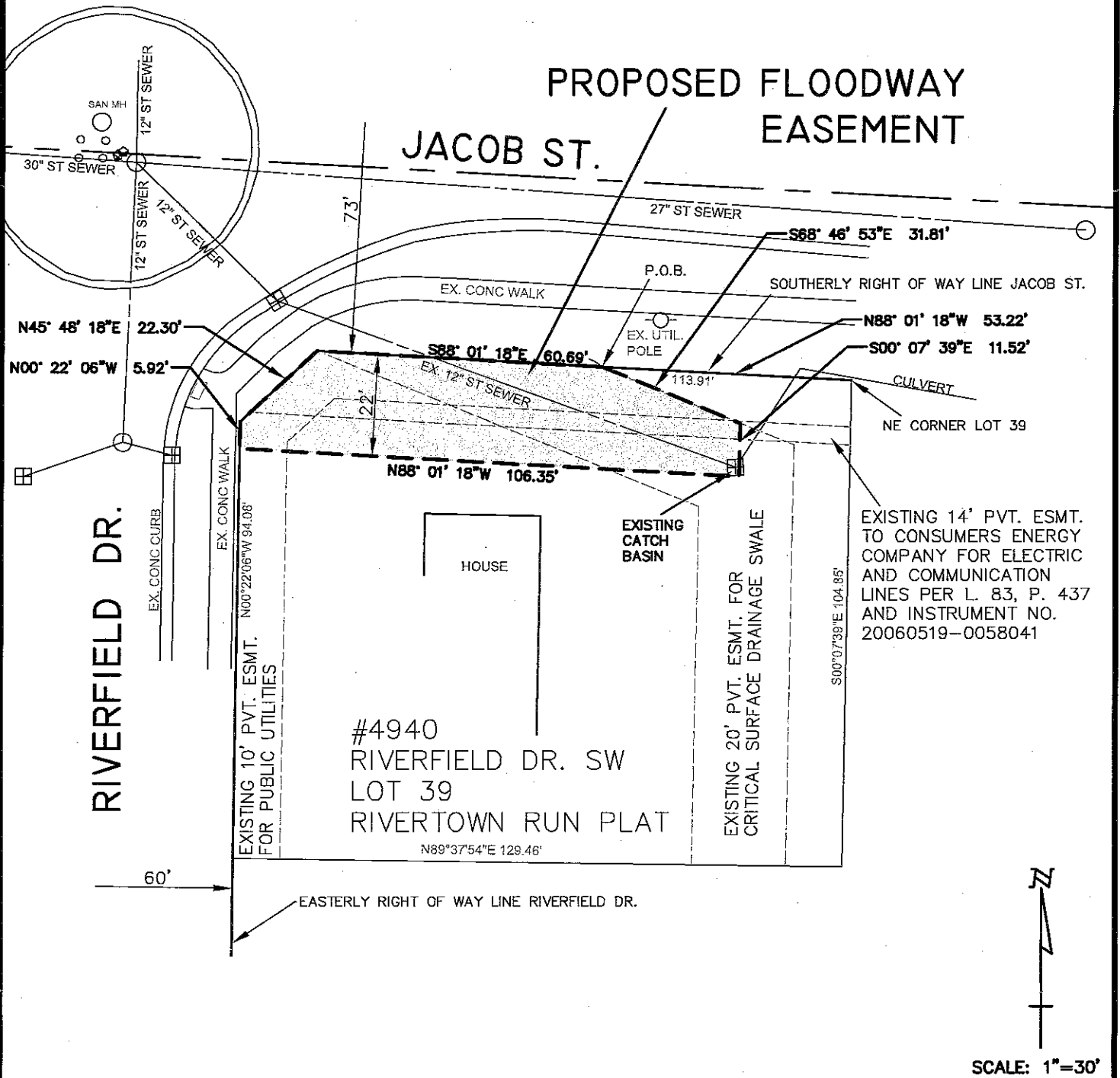
Legal Description by:
Meyers, Bueche & Nies, Inc.
1750 3 Mile Rd., NW
Grand Rapids, MI 49544

FOR: CITY OF WYOMING
 DATE: 8-15-2023
 PROJECT NO: 23029
 RE: #4940 RIVERFIELD DR. - PROPOSED FLOODWAY EASEMENT

PROPOSED FLOODWAY EASEMENT DESCRIPTION:

AN EASEMENT BEING DESCRIBED AS COMMENCING AT A POINT N88°01'18"W 53.22 FEET FROM THE NORTHEAST CORNER OF LOT 39, RIVERTOWN RUN PLAT, SECTION 30, TOWN 6 NORTH, RANGE 12 WEST, CITY OF WYOMING, KENT COUNTY, MICHIGAN; THENCE S68°46'53"E 31.81 FEET ALONG THE NORTHEAST LINE OF THE EXISTING 20' PRIVATE EASEMENT FOR CRITICAL SURFACE DRAINAGE SWALE; THENCE S00°07'39"E 11.52 FEET PARALLEL WITH THE EAST LINE OF LOT 39; THENCE N88°01'18"W 106.35 FEET PARALLEL WITH THE NORTH LINE OF LOT 39 TO THE EAST RIGHT OF WAY LINE OF RIVERFIELD DRIVE (60 FEET WIDE) AND THE WEST PROPERTY LINE OF LOT 39; THENCE N00°22'06"W 5.92 FEET ALONG SAID RIGHT OF WAY AND PROPERTY LINE; THENCE N45°48'18"E 22.30 FEET ALONG SAID RIGHT OF WAY AND PROPERTY LINE; THENCE N45°48'18"E 22.30 FEET ALONG SAID RIGHT OF WAY AND PROPERTY LINE TO THE SOUTH RIGHT OF WAY LINE OF JACOB STREET (73 FEET WIDE) AND THE NORTH LINE OF LOT 39; THENCE S88°01'18"E 60.69 FEET ALONG SAID RIGHT OF WAY AND PROPERTY LINE TO THE POINT OF BEGINNING.

NOTE: EASEMENT CONTAINS APPROXIMATELY 2033 SQ. FEET



mbn
 Meyers, Bueche & Nies, Inc.
 Civil Engineers/Surveyors
 1750 3 Mile Road NW
 Grand Rapids, MI 49544
 616-457-5030
 www.mbnse.com

LEGEND	
□	WOOD STAKE (SET)
○	IRON STAKE (SET)
●	IRON STAKE (FOUND)
—*—	FENCE
M	MEASURED
P	PLATTED

THIS DRAWING WAS MADE FROM THE LEGAL DESCRIPTION SHOWN HEREON, THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

CITY OF WYOMING BUDGET AMENDMENT

Date: September 18, 2023

Budget Amendment No. 027

To the Wyoming City Council:

A budget amendment is requested to transfer \$143,000 of budgetary authority from Major Streets to Local Streets to provide the necessary funds for the 2023 Local Resurfacing project change order approved August 7, 2023.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Local Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
203-441-46300-972.510	1,254,661.00	143,000.00		1,397,661.00
Transfer From Major Street Fund				
203-699.002	-	143,000.00		143,000.00
Fund Balance/Working Capital (Fund 203)		-	-	
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Capital Outlay Street Resurfacing				
202-441-46300-972.510	5,757,158.00		143,000.00	5,614,158.00
202-441-48400-999.002	-	143,000.00		143,000.00
Fund Balance/Working Capital (Fund 202)		-	-	

Recommended: Jodi Yenchar
Finance Director

John E.
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE MEMBERS OF THE CITY COUNCIL TO ATTEND THE
WYOMING-KENTWOOD CHAMBER LEGISLATIVE LUNCHEON

WHEREAS:

1. The Wyoming-Kentwood Chamber Legislative Luncheon will be held on September 25, 2023.
2. It is the desire of the City Council that Mayor Vanderwood, Councilmembers Hill and Brann represent Wyoming at the luncheon.

NOW, THEREFORE, BE IT RESOLVED:

1. That members of the Wyoming City Council hereby authorize Mayor Vanderwood and Councilmembers Hill and Brann to attend the Wyoming-Kentwood Chamber Legislative Luncheon to be held on September 25, 2023.
2. The Council members will submit their expense reports at the conclusion of the conference for reimbursement.

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 September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE APPLICATION OF
ORKA AUTOMATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District number 304, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 27813 on August 31, 2023. Orka Automation has filed an application for an Industrial Facilities Exemption Certificate under PA 198 of 1974, with respect to modifying their facility located within Industrial Development District number 304, with an estimated cost of \$922,000.00 for real property to be located at 2630 Remico Street SW, Wyoming, Michigan.
2. Before acting on this application, the City Council held a public hearing on September 18, 2023 in the Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan, at 7:01 p.m., at which hearing the applicant, the Assessor, and a representative of the affected taxing units were afforded an opportunity to be heard on this application.
3. Construction had not begun earlier than six (6) months before August 29, 2023, the date of acceptance of the application for the Industrial Facilities Exemption Certificate.
4. Completion of the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Wyoming.
5. The aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Wyoming, after granting this certificate, will not exceed 5% of an amount equal to the sum of SEV of the unit, plus SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered under PA 198 of 1974, as amended, shall not have the effect of substantially impeding the operation of the City of Wyoming, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Wyoming.
2. The application from Orka Automation for an Industrial Facilities Exemption Certificate, with respect to modification of the facility on the following described parcel of real property situated within Industrial Development District number 304, to wit:

Address: 2630 Remico Street SW, Wyoming, Michigan 49519

Tax Parcel No.: 41-17-16-251-020

Legal Description:

LOT 59 GRAND RAPIDS GRAVEL CO INDUSTRIAL PARK #3

be the same as hereby approved.

3. The Industrial Facilities Exemption Certificate, when issued, shall remain in force for a period of 12 years.

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 September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT(s): IFT Agreement - Excerpt

Resolution No. _____

INDUSTRIAL FACILITIES TAX ABATEMENT AGREEMENT

This Industrial Facilities Tax Abatement Agreement is made as of September 18, 2023 between the City of Wyoming, a Michigan municipal corporation the address of which is 1155 – 28th Street SW, PO Box 905, Wyoming, MI 49509-0905 (the “City”) and Orka Automation, the address of which is 2630 Remico St. SW, Wyoming, Michigan (the “Company”).

RECITALS

- A. Pursuant to 1974 PA 198, as amended, MCL 207.551 *et seq.* (“Act 198”), the City Council may, after a public hearing, approve an application for an industrial facilities exemption certificate.
- B. Act 198 also requires a written agreement between the City and the Company.
- C. This Agreement is intended to ensure that the industrial facilities exemption certificate will result in the employment and tax base enhancements that provided the reasons for the City Council to approve it and that the certificate, once granted, will not impair the soundness of any taxing unit whose tax revenues will be affected by the granting of the certificate.
- D. The Company filed an application for an Industrial Facilities Tax Abatement pursuant to Act 198 a copy of which is attached as Exhibit A and incorporated by reference (the “Application”).
- E. Following a public hearing on Monday, September 18, 2023 the City Council adopted a resolution to approve the issuance of an industrial facilities exemption certificate for a period of 12 years for the property located at 2630 Remico St SW, Wyoming, Michigan, in the City (the “Site”) conditional upon the parties entering into this Agreement (the “Tax Abatement”).
- F. The City Council did so upon the Company’s representations in the Application and upon the understanding that doing so would enhance the City’s employment and tax base as indicated in the application and as stated at the public hearing which enhancements would exceed the term of the Tax Abatement.

TERMS AND CONDITIONS

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

1. The Company affirms the statements in the application and the statements at the public hearing that it will invest not less than \$922,000.00 in improvements to its real property in the City and that at least 25 new job(s) will be created at the Site over the next three years, and at least 36 jobs will be retained at the Site as a result of that investment. The Company further pledges that those improvements will remain in place at the Site or be replaced by comparably valued improvements for at least 2 years after the expiration of the term of the Tax Abatement and the jobs created and maintained will remain at the Site for at least 2 years after the expiration of the term of the Tax Abatement.
2. The City is relying upon, and the Company agrees the City may rely upon, the representations in the preceding paragraph, in the Application, and at the public hearing, for purposes of determining the length of the Abatement, the amount of the Abatement, and other terms of the Abatement.
3. Beginning on December 31 of the year which is 2 years after the Abatement is granted, and each December 31 thereafter the Company shall submit a letter to the City, stating:
 - (a) The number of new jobs projected in the Application to be created and retained at the Site upon the project’s completion and the actual number of new jobs created and retained at the Site.
 - (b) The number of employees at the Site at the time of the Application and the current number of employees at the Site.
 - (c) The estimated project cost stated in the Application and the actual project cost.
4. Upon receipt of the letter provided for in the preceding paragraph:

(a) The City may either:

(1) Apply the criteria in the City's Act 198 Tax Abatement Policy in effect as of the date of this Agreement and increase or decrease the term of the Tax Abatement to the maximum number of years allowable under that Policy based on the Company's actual employment levels at the Site and project costs as stated in the letter, or

(2) If the number of new jobs at the Site or the cost of the project is substantially below that stated in the Application, the City Council may recommend revocation of the Tax Abatement.

(b) The City may, in its discretion, waive its right to reduce the term of the years of the Abatement or to revoke the Tax Abatement if:

(1) The Company has substantially met its stated goals, with only minor deviations which are not expected to reduce the anticipated benefits of the City, or

(2) Upon a finding of changed circumstances not reasonably anticipated by the Company at the time it made Application.

(c) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

5. The Company intends to continue operations within the City for the time period at least equal to two years beyond the expiration of the term of the Tax Abatement as granted.

(a) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the City determines based on a Company announcement or other reasonably reliable information that the Company is intending to discontinue or substantially curtail its operations at the Site, or the City determines that the Company has discontinued or substantially curtailed its operations at the Site, or the company no longer employs at the Site the number of employees represented in the Application and in this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(b) If, at any time during the term of the Tax Abatement or two years following the expiration or early termination of the Tax Abatement, the Company contends in any appeal taxable value of its property at the Site should be less the Company's cost to acquire the property and construct and install the project plus the value of the property prior to undertaking the project, as reflected in the Application, any certification made by the Company under Act 198, any letters filed with the City pursuant to this Agreement, or any other statements made by or on behalf of the Company in applying for or complying with the terms of the Tax Abatement and this Agreement:

(1) The City Council may, in its sole discretion, request revocation of the Tax Abatement; and

(2) The City Council, in its sole discretion, may require the Company to pay the City all or any part of an amount equal to the total taxes abated by the City under the Tax Abatement.

(c) In making any decision under the preceding subparagraphs (a) or (b), the City Council shall consider whether:

(1) Due to events or conditions which were unforeseeable by either party on the date of this Agreement, and absent the fault of either party, it has become impossible or commercially impractical for the Company to continue its operation at the Site; or

(2) The Company has substantially complied with all requirements of this Agreement, such that the Company's failure to comply fully with all requirements was neither willful nor

intentional, and the City has reasonably received the benefits anticipated from granting the Tax Abatement.

(d) The City shall provide the Company written notice of and an opportunity to address the City Council prior to formally considering any such actions.

6. This Agreement is entered into according to Section 22 of Act 198, as amended, MCL 207.572, is in addition to the other requirements of Public Act 198, and does not modify or waive any requirements of Act 198.

7. This is the entire agreement between the parties as to its subject matter. No unwritten agreements shall have any effect. This Agreement may be modified only with a written agreement signed by both parties following approval of the City Council.

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

CITY OF WYOMING

Orka Automation

By: _____
Kent Vanderwood, Mayor

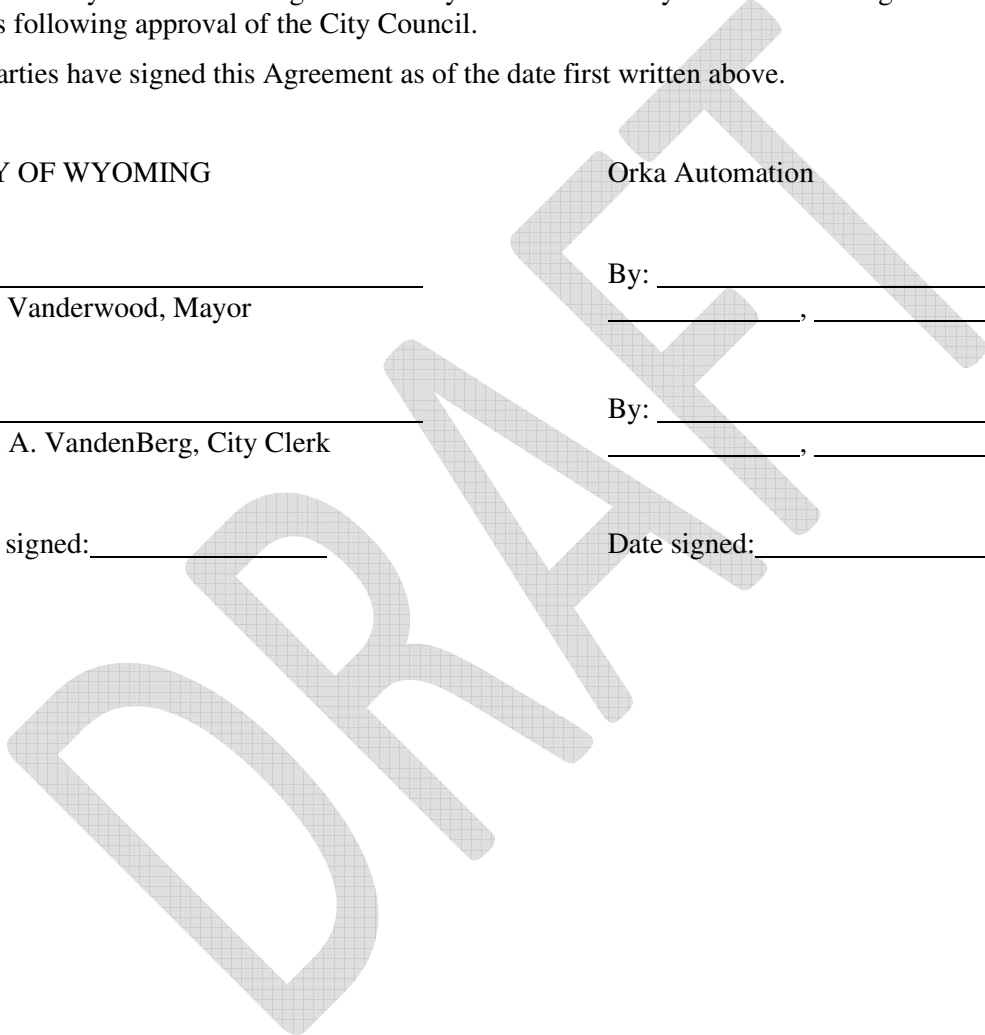
By: _____
_____, _____

By: _____
Kelli A. VandenBerg, City Clerk

By: _____
_____, _____

Date signed: _____

Date signed: _____





State of Michigan
 Michigan Gaming Control Board
 Millionaire Party Licensing
 3062 W. Grand Blvd, Suite L-700
 Detroit, MI 48202-6062
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a regular meeting of the Wyoming City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Mayor Vanderwood on September 18, 2023
DATE

at 7:00 ~~X~~ p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Widowed Persons Service of Wyoming,
NAME OF ORGANIZATION CITY

county of Kent, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for approval.
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the Wyoming City Council at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on September 18, 2023.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: 4211 Clyde Park Ave SW, Wyoming MI 49509
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

David Morgenstern, Executive Director
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

(616) 450-7130
PHONE NUMBER

September 11, 2023

To: City of Wyoming Council

From: Widowed Persons Service
4211 Clyde Park Avenue SW
Wyoming MI 49509

Dear Members of the Wyoming City Council,

On behalf of Widowed Persons Service (WPS), I request the City Council of Wyoming's recognition as a nonprofit organization for the purpose of qualifying to hold charitable games at an upcoming fundraiser(s).

WPS is located at 4211 Clyde Park Ave SW in Wyoming, Michigan and is a nonprofit 501c3.

WPS is organized exclusively for the purpose of offering grief support services to individuals in the greater Grand Rapids area who have suffered the loss of a spouse or life-partner through death. Our vision is to provide actively grieving widowed women and men a safe and healthy environment to process their grief, so they may transition to an enriching life as a single person. WPS offers peer-to-peer support based on the belief that a widowed person is best helped along her or his grief journey with the help of other widowed people who have had similar experiences. We offer virtual and in-person support groups that are led by widowed facilitators, in-person grief seminars, publish a monthly newsletter for our participants, and monthly social events.

On September 29, 2023, we will hold a fall "Fun-Tango" fundraiser dance benefiting Widowed Persons Service. The evening will feature a live band, dancing, heavy appetizers, a silent auction, and if approved, a limited raffle. Our prizes for the raffle will not exceed \$100, as the WPS Board has only approved an exempt raffle. We have filed with the Michigan Charitable Gaming Division for qualification to hold charitable games and require your recognition as a nonprofit organization as part of the approval process.

Please see the attached documents as proof of our nonprofit status:

- Our latest by-laws and Articles of Incorporation
- List of Board members
- Minutes from our last 2 Board of Director meeting
- Document from the IRS noting 501c3 tax exempt status
- Flyer for the Fall "Fun-Tango" for more information about our upcoming event

You are also welcome to learn more about WPS and our community involvement at www.wpsgr.org or find us on Facebook: Widowed Persons Grand Rapids. I have also copied David Morgenstern, our Executive Director, for his reference of this request. Please feel free to reach out to either David or I with any questions.

Thanks so much for your time, consideration, and everything you do for Wyoming, Michigan!

Sincere regards,
Julie Whitney
WPS Board Member
JWhitney@wpsgr.org
616-541-3605

AMENDED AND RESTATED

BYLAWS

of

WIDOWED PERSONS SERVICE

A Michigan Nonprofit Corporation

*Jay's
copy*

**ARTICLE I
OFFICES**

1.1 Registered Office. The registered office of the corporation shall be located at the address specified in the Articles of Incorporation or at such other place as may be determined by the Board of Directors if notice thereof is filed with the State of Michigan.

1.2 Other Offices. The business of the corporation may be transacted at such locations other than the registered office, within or outside the State of Michigan, as the Board of Directors may from time to time determine or as the business of the corporation may require.

**ARTICLE II
DIRECTORS**

2.1 Board of Directors. The business and affairs of the corporation shall be managed exclusively by a Board of Directors. The Board of Directors shall consist of between six (6) and fifteen (15) persons, as determined from time to time by the Board. The composition of the initial Board of Directors shall be as specified by the incorporator. Thereafter, directors shall be elected at the annual Board of Directors meeting to either two or three year terms. All Directors serving at the time of adoption of these Bylaws shall fulfill their existing terms. To the extent possible, no more than one-half of the Directors' terms shall expire in any given year. Directors shall serve until their respective terms expire and until their successors are appointed or until their earlier resignation or removal. Directors may be elected to successive terms.

2.2 Resignation and Removal. A director may resign by written notice to the Secretary of the corporation, which resignation shall be effective upon receipt by the corporation or at a subsequent time as set forth in the notice. Any director(s) may be removed, at any time with or without cause, by vote of a majority of the Board of Directors at a duly called meeting.

2.3 Vacancies. Vacancies on the Board of Directors occurring for any reason, including the removal of a director, shall be filled by the vote of a majority of the Board of Directors. A director appointed to fill a vacancy occurring for any reason shall hold office for the remainder of the term of the position being filled or until his or her earlier resignation or removal.

2.4 Place of Meetings and Records. The directors shall hold their meetings, maintain the minutes of the proceedings of the Board of Directors and committees of the Board of Directors and keep the books and records of account for the corporation, in such place or places, within or outside the State of Michigan, as the Board of Directors may from time to time determine.

2.5 Annual Meeting. An annual meeting of the Board of Directors shall be held during the first quarter of each year at such time as may be fixed by the President of the corporation. If such a meeting is not so held, whether because a quorum is not present or for any other reason, or if the directors were elected by written consent without a meeting, the annual meeting of the Board of Directors shall be called in the same manner as hereinafter provided for special meetings of the Board of Directors. The annual meeting may coincide with a regular meeting of the Board of Directors.

2.6 Regular Meetings. In addition to the annual meeting of the Board of Directors, the Directors shall hold at least one (1) other regular meeting every calendar year. The Directors shall also hold one (1) strategic planning meeting annually, initially to be held in the third quarter of each year. Regular meetings may be held without notice at such time and place as shall from time to time be determined by vote of a majority of the Board of Directors at a duly called meeting. Any notice given of a regular meeting need not specify the business to be transacted or the purpose of the meeting. Initially, regular meetings of the Board of Directors shall be held on a monthly basis.

2.7 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or the President, and shall be called by one of them on the written request of any director, upon at least two (2) days written notice to each director, or twenty-four (24) hours notice, given personally, by telephone or by electronic transmission. The notice does not need to specify the business to be transacted or the purpose of the special meeting. Attendance of a director at a special meeting constitutes a waiver of notice of the meeting, except where a director attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

2.8 Quorum and Vote. A majority of the members of the Board of Directors then in office constitutes a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting at which a quorum is present constitutes the action of the Board of Directors unless the vote of a larger number is specifically required by the Articles of Incorporation or these Bylaws. If a quorum is not present, the directors present may adjourn the meeting from time to time and to another place, without notice other than announcement at the meeting, until a quorum is present.

2.9 Action Without a Meeting. Any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board of Directors then in office, or any committee thereof, may be taken without a meeting if, before or after the action, all members of the Board of Directors, or such committee, consent thereto in writing. Electronic transmission of consents is permitted. The written consent shall be filed with the minutes of the proceedings of the Board

of Directors or committee and the consent shall have the same effect as a vote of the Board of Directors or committee for all purposes.

2.10 Conflict of Interest. At any meeting of the Board of Directors, any director who has a financial interest in the action being discussed or taken by the Board of Directors (including without limitation matters of compensation) shall be excused from that portion of the meeting, shall not participate in the discussion of that matter, and shall not be entitled to vote on the proposed action. In situations where a director is so excused, the excused director shall be counted for purposes of determining whether a quorum is present, but shall not be counted for purposes of determining the majority necessary to approve the action.

2.11 Corporate Seal. The Board of Directors may authorize a suitable corporate seal, which seal shall be kept in the custody of the Secretary and used by the Secretary.

2.12 Compensation of Directors. Directors as such shall not receive any salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance may be allowed for attendance at each regular or special meeting of the Board of Directors. Nothing herein contained shall preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefor.

2.13 Committees. The Board of Directors may designate one or more committees which shall have such powers and duties as may be determined by the Board of Directors. All committees shall keep regular minutes of their proceedings and report to the Board of Directors when required. No committee (including without limitation any executive committee) shall have the power or authority to amend the Articles of Incorporation or Bylaws of the corporation, or fill vacancies in the Board of Directors.

2.14 Meeting by Communication Equipment. Members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee, as the case may be, by using a conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this section shall constitute presence at the meeting.

ARTICLE III OFFICERS

3.1 Officers. The officers of the corporation shall be a president, a vice president, a treasurer, and a secretary, all of whom shall be elected by the Board of Directors. In addition, the Board of Directors may elect a chairman and one or more other vice presidents who shall also be officers of the corporation if elected. Each officer shall hold office for a term of one year and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Officers may be reelected to any number of successive terms. None of the officers of the corporation, other than the chairman, need be directors. The officers shall be elected at the first meeting of the Board of Directors and each annual meeting thereafter. Any two (2) or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify

any instrument in more than one capacity if the instrument is required by law to be executed, acknowledged, or verified by two (2) or more officers.

3.2 Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The Board may, by specific resolution, empower the chairman, the president, or the executive committee, if such a committee has been designated by the Board, to appoint such subordinate officers or agents and to determine their powers and duties.

3.3 Removal. The chairman, president, any vice president, secretary, and treasurer may be removed at any time, with or without cause, but only by the affirmative vote of a majority of the whole Board of Directors. Any assistant secretary or assistant treasurer, or subordinate officer or agent appointed pursuant to section 3.2, may be removed at any time, with or without cause, by action of the Board of Directors or by the committee or officer, if any, empowered to appoint such assistant secretary or assistant treasurer or subordinate officer or agent.

3.4 Compensation of Officers. No compensation shall be paid to the officers for services rendered to the corporation. Nothing contained in this section shall be construed to preclude any officer from serving the corporation in any other capacity and receiving compensation therefor.

3.5 Chairman. The Chairman of the Board of Directors, if one be elected, shall be elected by the Directors from among the Directors then serving. The Chairman of the Board shall preside at all meetings of the Board of Directors and shall perform such other duties as may be determined by resolution of the Board of Directors.

3.6 President. The president shall be the chief executive officer as well as the chief operating officer of the corporation and shall have general supervision, direction, and control of the business of the corporation as well as the duty and responsibility to implement and accomplish the objectives of the corporation. In the absence or nonelection of a Chairman, the president shall preside at all meetings of the Board of Directors. The president shall also perform such other duties as may be assigned by the Board of Directors.

3.7 Vice Presidents. Each vice president shall have such power and shall perform such duties as may be assigned by the Board of Directors and may be designated by such special titles as the Board of Directors shall approve.

3.8 Treasurer. The treasurer shall have custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation. The treasurer shall deposit all money and other valuables in the name and to the credit of the corporation in such depositories as may be selected by the Board of Directors. The treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, or the chief executive officer, taking proper vouchers for such disbursements. In general, the

treasurer shall perform all duties incident to the office of treasurer and such other duties as may be assigned by the Board of Directors.

3.9 Secretary. The secretary shall give or cause to be given notice of all meetings of directors and all other notices required by law or by these Bylaws; provided, however, that in the case of the secretary's absence, or refusal or neglect to do so, any such notice may be given by any person so directed by the president or by the director on whose requisition the meeting is called, as provided in these Bylaws. The secretary shall record all the proceedings of meetings of the directors in one or more books provided for that purpose and shall perform all duties incident to the office of secretary and such other duties as may be assigned by the Board of Directors.

3.10 Assistant Treasurers and Assistant Secretaries. Assistant treasurers and assistant secretaries, if any shall be appointed, shall have such powers and shall perform such duties as shall be assigned to them by the Board of Directors or by the officer or committee who shall have appointed such assistant treasurer or assistant secretary.

3.11 Bonds. If the Board of Directors shall require, the treasurer, any assistant treasurer, or any other officer or agent of the corporation shall give bond to the corporation in such amount and with such surety as the Board of Directors may deem sufficient, conditioned upon the faithful performance of his or her respective duties and offices.

ARTICLE IV CONTRACTS, LOANS, CHECKS, AND DEPOSITS

4.1 Contracts. The Board of Directors may authorize any officer, or officers, or agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

4.2 Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

4.3 Checks. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer, or officers, or agent, or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4.4 Deposits. All funds of the corporation, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**ARTICLE V
MISCELLANEOUS**

5.1 Fiscal Year. The fiscal year of this Corporation shall commence on January 1 and terminate on December 31 of each year.

5.2 Notices. Whenever any written notice is required to be given under the provisions of any law, the Articles of Incorporation, or by these Bylaws, it shall not be construed or interpreted to mean personal notice, unless expressly so stated, and any notice so required shall be deemed to be sufficient if given in writing by mail, by depositing the same in a post office box, postage prepaid, addressed to the person entitled thereto at his or her address as it appears in the records of the corporation. When a notice or communication is permitted by the Michigan Nonprofit Corporation Act to be given in writing, electronic transmission is written notice. When a notice or communication is permitted by the Michigan Nonprofit Corporation Act to be transmitted electronically, the notice or communication is given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. Such notice shall be deemed to have been given at the time and on the day of such mailing.

5.3 Waiver of Notice. Whenever any notice is required to be given under the provisions of any law, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

**ARTICLE VI
AMENDMENTS**

These Bylaws may be amended or repealed or new Bylaws adopted, with or without prior notice, if approved by a majority of the entire Board of Directors at any regular or special meeting.

Effective as of July 15, 2009.


Joy M. Petroelje, Executive Director

Jay's
copy

RESTATED
NONPROFIT ARTICLES OF INCORPORATION
OF
WIDOWED PERSONS SERVICE

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned incorporator executes the following Amended and Restated Articles:

1. The present name of the corporation is Widowed Persons Service.
2. The identification number assigned by the Bureau is: 752-420.
3. All former names of the corporation are: N/A.
4. The date of filing the original Articles of Incorporation was March 2, 1983.

ARTICLE I

The corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or comparable subsequent legislation. In furtherance of these purposes, but not by way of limitation, the purpose of the organization is to offer supportive services to those individuals in the greater Grand Rapids area who have suffered the loss of a spouse through death.

(a) In furtherance of its purposes, but not by way of limitation, the corporation may also:

(i) acquire, purchase, own, loan and borrow, erect, maintain, hold, use, control, manage, invest, exchange, convey, transfer, sell, mortgage, lease, and rent all real and personal property of every kind and nature; and

(ii) accept, receive and hold, in trust or otherwise, contributions, legacies, grants, donations, gifts, bequests, devises, and benefactions which may be left, made, or given to the corporation.

(b) No part of the net earnings of the corporation shall inure to the benefit of any director or officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes), and no director or officer of the corporation or any private individual shall be entitled to share in the distribution of any other corporate assets on dissolution of the corporation.

(c) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, nor intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(d) Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code, as amended, and its regulations as they may now exist or as they may hereafter be amended or by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and regulations as they now exist or as they may hereafter be amended.

(e) Upon the dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively to charitable, religious, scientific, literary or educational organizations which would then qualify under the provisions of Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code and their respective regulations as they now exist or as they may hereafter be amended.

ARTICLE II

The corporation is organized upon a nonstock, directorship basis. The amount of assets which the corporation possesses is:

Real Property: None

Personal Property: _____

The corporation is to be financed through charitable contributions and bequests, investment earnings, and various fundraising activities and events.

ARTICLE III

No person who is an officer or director of the corporation shall be personally liable to the corporation or its directors for monetary damages for a breach of his or her fiduciary duty as an officer or director. However, this Article shall not eliminate or limit the liability of an officer or director for any breach of duty, act or omission for which the elimination or limitation of liability is not permitted by the Michigan Nonprofit Corporation Act, as amended from time to time. No amendment, alteration, repeal or modification of this Article or adoption of any other provisions

in these Articles of Incorporation inconsistent with this Article shall have any effect to increase the liability of any officer or director of the corporation with respect to any act or omission of such officer or director occurring prior to such amendment, alteration, repeal, modification or adoption. As used in this Article, the term "officer" means "volunteer officer" and the term "director" means "volunteer director" as defined in Section 110 of the Michigan Nonprofit Corporation Act.

ARTICLE IV

The corporation assumes all liability to any person other than the corporation or its directors for all acts or omissions of a volunteer director incurred in the good faith performance of the volunteer director's duties. For purposes of this article, "volunteer director" shall have the meaning defined in Section 110 of the Michigan Nonprofit Corporation Act. In addition, the corporation assumes all liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer provided the individual meets the standards set forth in Section 209(e) of the Michigan Nonprofit Corporation Act, as such may be amended from time to time. No amendment, alteration, repeal or modification of this Article, or adoption of any other provisions in these Articles of Incorporation inconsistent with this Article, shall have any effect to increase the liability of any volunteer director, volunteer officer or other volunteer with respect to any act or omission occurring prior to such amendment, alteration, repeal, modification or adoption.

ARTICLE V

Directors and officers of the corporation shall be indemnified as of right to the fullest extent now or hereafter permitted by law in connection with any actual or threatened civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the name of the corporation, a subsidiary or otherwise) in which a director or officer is a witness or which is brought against a director or officer in his or her capacity as a director, officer, employee, agent or fiduciary of the corporation or of any corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which the director or officer was serving at the request of the corporation. Persons who are not directors or officers of the corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the Board of Directors of the corporation.

The corporation may purchase and maintain insurance to protect itself and any such director, officer, or other person against any liability asserted against him or her and incurred by him or her in respect of such service whether or not the corporation would have the power to indemnify him or her against such liability by law or under the provisions of this Article.

The provisions of this Article shall be applicable to actions, suits or proceedings, whether arising from acts or omissions, and to directors, officers and other persons who have ceased to render such service, and shall inure to the benefit of the heirs, personal representatives, executors and administrators of the directors, officers and other persons referred to in this Article.

The right of indemnity provided pursuant to this Article shall not be exclusive, and the corporation may provide indemnification to any person, by agreement or otherwise, on such

terms and conditions as the Board of Directors may approve that are not inconsistent with the Michigan Nonprofit Corporation Act (or other law). Any agreement for indemnification of any director, officer or other person may provide indemnification rights which are broader or otherwise different from those set forth in, or provided pursuant to, or in accordance with, this Article. Any amendment, alteration, modification, repeal or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any indemnification right or protection of a director, officer or other person existing at the time of such amendment, alteration, modification, repeal or adoption.

ARTICLE VI

Any action required or permitted by the Michigan Nonprofit Corporation Act to be taken at a meeting of the Board of Directors may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by all of the directors.

ARTICLE VII

The address of the registered office, which is the same as the mailing address, is 4211 Clyde Park, S.W., Unit C, Wyoming, Michigan 49509.

The name of the resident agent at the registered office is Joy Petroelje.

ARTICLE VIII

These Articles of Incorporation may be amended only by a majority vote of the entire board of directors.

These Restated Articles of Incorporation were duly adopted on the 15th day of July, 2009, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and **do further amend** the provisions of the Articles of Incorporation, and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.


Joy M. Petroelje, Incorporator

Board of Directors (updated 7/25/2023)

	<u>Name</u>	<u>Board Position</u>	<u>Company</u>	<u>Email</u>	<u>Phone</u>	<u>2023 Committees</u>	<u>Availability</u>
1	Aggie Kempker-Cloyd	Chair	Attorney retired	[REDACTED]	616-890-8403	Fall fundraiser	anytime
2	Tom Braciak	Member	Braciak Financial	[REDACTED]	616-560-3373	Dance chair	anytime
3	Chris Wilks	Member	Regal Financial Group	[REDACTED]	616-446-1920	golf	anytime
4	Mike Larabel	Vice-Chair	MKD Funeral Home	[REDACTED]	616-723-1716	golf	heavy work schedule
5	Molly Black	Member	David Carrier Law	[REDACTED]	616-361-8400	spring appeal	
6	Susanne Miller-Schachinger	Member	Van Andel Institute Graduate School	[REDACTED]	616-379-1159	Fall fundraiser	
7	Diane Lobbstaël	Secretary	Grand Rapids Symphony	[REDACTED]	616-446-6498	Fall fundraiser	Tu / Thurs
8	Rev Kenneth W Hoskins	Member	Oakdale Neighbors	[REDACTED]	616-291-5631		
9	Roxanne Dudicz	Treasurer	Rehmann Group CPA	[REDACTED]	616-855-2858		heavy work schedule
10	Tom Blower	Member	Fiduciary Financial Advisors	[REDACTED]	616-780-0545	spring appeal	
11	April Hulst	Member	Chase Bylenga Hulst Attorneys	[REDACTED]	616-401-3319	Fall fundraiser	
12	Jim Stoddard	Member	Retired USPS and Military	[REDACTED]	616-915-4674	golf	
13	Kari Sherry	Member	Attorney, CPA, retired	[REDACTED]	616-260-5338	Fall fundraiser / Dance	After 9a, before 3p
14	Julie Whitney	Member	Corporate Finance (retired), MSW graduate	[REDACTED]	616-541-3605	GTL, Programming support	
	WPS Office	volunteer staff		[REDACTED]	616-538-0101	office	email director@wpsgr.org
	David Morgenstern	Executive Director	WPS	[REDACTED]	616-450-7130	mobile	TBD

Blue shading designates "widow / widower"

Widowed Persons Services
Board Meeting Minutes
July 20, 2023
9:00a, Via Zoom

Save the Dates

Sept 29, Fall Fun Tango, 6:00-11:00p - Casino Club, 3260 Salerno Dr NE
Nov 2, Fall Auction, 5:30 – 8:30p – Donnelly Center 157 Woodward Lane SE

NEXT BOD MEETING – In-person planning meeting. August 17, 2023, 5:30 at Regal Holdings, 2687 44th St SE, Kentwood, MI 49512. Special thanks to Chris for hosting the meeting at his offices.

Attendance: Aggie Kempker-Cloyd, Tom Braciak, Chris Wilks, Kari Sherry, Jim Stoddard, Tom Blower, David Morgenstern, Diane Lobbestael and ED, Julie Whitney. Absent Roxanne Dudicz, Susanne Miller, Pastor Hoskins, and April Hulst. Guest – David Morgenstern

Meeting convened at 9:02a by Aggie Kempker-Cloyd, Chair

APPROVAL OF MINUTES June 15, 2023 – Secretary, Diane Lobbestael

- Approval was moved by Jim Stoddard. Seconded Tom Blower.

FINANCIAL REPORT – Treasurer, Roxanne Dudicz

- Cash has stayed the same as of May at \$42.6k. This is \$9.5k more than June 2022.
- June revenue was \$2.2k more than budget. The spring appeal came in \$1.2k less than budget but golf outing entry fees and fall dance sponsorships came in \$3.2k more than budget. Program income brought in an unbudgeted \$380 which helped offset a \$600 shortfall in general contributions.
- YTD June revenue is \$4.5k more than budget due to the early receipt of \$7.2k of special event income. The spring appeal is \$2k less than expected through June (budget & previous year) and general income is down \$1.3k through June.
- June expenses were about \$1k over budget due to the timing of the annual Front Stream fee. YTD June expenses are up from budgeted amount by \$1.5k due to general operating expenses.
- The net loss through June is \$12.7k compared to \$14k last year.

EXECUTIVE DIRECTOR’S REPORT- Julie Whitney

- Welcoming David Morgenstern as interim director. 120 day commitment. NO compensation. Enjoys working with folks and addressing the issues. Thanks from the BOD for this decision.
- Wrap up items: Saturday, August 26 Growing Through Growth at Grandville Public Library. Please read and confirm that you have read the book before the meeting. BOD members are asked to attend to better understand our mission and impact on participants.

NEW BUSINESS

- **Fall Fun Tango Benefitting WPS GR Community Foundation Fund Report** - CO-CHAIRS. Tom Braciak & Aggie Kempker-Cloyd (Reserve Sept 29, 2023, 6p – 11p., Casino Club, 3260 Salerno Dr NE, Dance planning is on schedule. Through 07/17/23 \$4,550 donations. Expenses total \$3,000. Goal of \$3K net is near.

- **Fall Auction** -Co-chairs, Diane Lobbestael, Susanne Miller, Kari Sherry, April Hulst, Pastor Hoskins, Tom Blower Aggie Kempker-Cloyd (Reserve Nov 2, 2023 Donnelly Center, Aquinas College, 157 Woodward Lane, Grand Rapids, MI). Planning on schedule. Board members are asked to engage sponsors and plan the auction items they plan to donate. Auction collateral is available from Susanne or Diane to send with a donation solicitation or for follow up with donors.
 - Vendors are under contract.
 - Budget is in line with 2022. Donations are being secured by committee members.
 - Auction items averaged \$113/item, total revenue \$7181. Strategic basket contents that are focused on the event demographic.
 - To secure the one-day liquor license a resolution is required: On July 20, 2023, the Widowed Persons Service Board of Directors voted unanimously to authorize securing a special license (24-hour liquor license) for a Fall Fundraising event on November 2, 2023.
 - Moved by - Tom Braciak
 - Supported by: Jim Stoddard
 - Unanimous approval – 9 yeas, 0 Nays, Absent members Kari Sherry, Roxanne Dudicz and Pastor Kenneth Hoskins
 - Menu being reviewed as well as room layout.
 - Judge Sara Smolenski will serve as emcee. Aggie, Susanne and Diane will meet with Sara in advance to orient her on the WPS mission and the order of the evening.
 - BOD are asked to share their auction items acquisitions with Aggie, Diane and Susanne. Sponsorship levels are set.
 - Volunteers are needed at the event for registration and check out. Each BOD member is asked to donate two baskets or more.
 - Payments will be streamlined with a second Square and QR code.

Old Business

Wrap up on the NAIFA Golf Outing – Co-chairs Jim Stoddard, Chris Wilks & Julie Whitney –

- Well-attended, the energy and goodwill were exceptional. Food, logistics and atmosphere were exceptional. 100 golfers, many WPS participants.
 - Revenue expected to be approximately \$12,000. \$10K in raffle prizes, \$6K donated by Jim. (thank you Jim!!) Jim plans to reconsider the percent donations to WPS operating budget in 2024 vs. the golf outing. Jim recommended that the event ROI needs to be examined...location, costs, prizes and donation: costs ratio.
 - In 2024 NAIFA will not be managing the golf outing on the WPS behalf. Planning for a volunteer dependent event is needed immediately. Julie recommended discussions with the current coordinator promptly and reaching out to the Edema family re continuing naming and leadership/participation.

In-person Planning Meeting New Board Member Recommendations are needed. In the past, the BOD met annually to have an in-person planning meeting. Meet at Chris Wilks' office, 2687 44th St SE. Regal Holdings, Thursday, August 17, 5:30.

New Board member - Motion to have Julie Whitney join the WPS BOD in August 2024. Kari Sherry moved and Chris seconded the motion. Passed unanimously.

ADJOURN: Moved by Tom Braciak . Seconded by Chris Wilks.

NEXT MEETING – In-person planning meeting instead of regular monthly meeting. August 17, 2023, 5:30 at Regal Holdings, 2687 44th St SE, Kentwood, MI 49512.

Prepared by Diane Lobbestael
WPS Secretary

**Widowed Persons Services
Board Meeting Minutes**

August 17, 2023
5:30p at Regal Holdings
2687 44th St SE
Kentwood, Mi 49512

Save the Dates

Sept 29, Fall Fun Tango, 6:00-11:00p - Casino Club, 3260 Salerno Dr NE
Nov 2, Fall Auction, 5:30 – 8:30p – Donnelly Center 157 Woodward Lane SE

Attendance: Aggie Kempker-Cloyd, Tom Braciak, Pastor Ken Hoskins, Chris Wilks, Jim Stoddard, Julie Whitney, Executive Director – David Morgenstern. Absent: Roxanne Dudicz, Susanne Miller, Tom Blower, Molly Black, Kari Sherry, Diane Lobbestael, Mike Larabel, and April Hulst.

Meeting convened at 5:47p by Aggie Kempker-Cloyd, Chair

APPROVAL OF MINUTES July 20, 2023 – Chair, Aggie Kempker-Cloyd

- Approval was moved by Jim Stoddard. Seconded Tom Braciak.

FINANCIAL REPORT – Treasurer, Roxanne Dudicz (emailed prior to meeting on 8/16.2023)

1. Cash has stayed the same as June at \$42.5k. This is \$11.8k more than July 2022.
2. July revenue was \$2.1k more than budget due to the fall dance revenue timing.
3. YTD July revenue is \$6.5k more than budget due to the early receipt of \$7.5k of special event income. The spring appeal is \$2k less than expected (budget & previous year) and general income is down \$1.5k through July.
4. July expenses were about \$1k under budget - \$500 in general operating expenses and \$500 in personnel expenses. YTD July expenses are nearly right on budget.
5. Compared to last year, income is up \$5.6k due to the timing of golf outing revenue and advanced timing of 2023 special event revenue. Expenses are up \$2k from last year, split between general operations and personnel expenses.
6. The net loss through July is \$12.8k compared to \$16.2k last year.

Again, the Q2 Grand Rapids Community Foundation Fund statement is set to be published after 8/15/23 but it is not yet available so it will be coming next month.

EXECUTIVE DIRECTOR'S REPORT- David Morgenstern

1. Currently working with "GRMacGeek" and "RED66 Marketing" to update WPS website and facebook pages.
2. Updating WPS website for board members (photos) and Executive Director.
3. Julie and Donna will continue to be the signing authority with the bank.
4. Ordering business cards for new volunteers and Exec. Director.
5. Continued attendance at all committee meetings for the Fall Dance, Autumn Auction, and future committee meetings.
6. Review future internet (Comcast) subscription renewals.
7. Review and recommend changes / updates to the Sate Farm office contents coverage and Directors & Officers Liability coverage.

8. Explore offering sessions led by volunteer CPAs, attorneys, and insurance agents on “how to”
 - a. Filling taxes as single head-of-household.
 - b. Avoiding possible probate.
 - c. Applying for “surviving spouse” SS and/or VA benefits.
 - d. Rolling over deceased spouse’s employer-sponsored IRA/401k.
 - e. Updated wills and trusts.
 - f. Update ownership of home, cottage, boat, etc.
 - g. Update ownership on homeowner and auto insurance.
 - h. Update bank checking and savings accounts.
9. Updates on Autumn Fundraiser, Wine & Color Tour, Edema Golf

NEW BUSINESS

- **Fall Fun Tango Benefitting WPS GR Community Foundation Fund Report** - CO-CHAIRS. Tom Braciak & Aggie Kempker-Cloy. Report out provided by committee member David Morgenstern. (Reserve Sept 29, 2023, 6p – 11p., Casino Club, 3260 Salerno Dr NE, Dance planning is on schedule. Through 08/17/23 \$8,075 donations. Expenses total \$3,008. Goal of \$3K net is near.
 - The Dance committee has requested that net proceeds more than the \$3k goal fund regular operations for WPS. Tom Braciak will discuss this possibility at an upcoming dance committee meeting. The original agreement was that all net proceeds benefit the WPS GR Community Foundation Fund, however the committee has raised more than expected.
- **Fall Auction** -Co-chairs, Diane Lobbestael, Susanne Miller, Kari Sherry, April Hulst, Pastor Hoskins, Tom Blower Aggie Kempker-Cloyd (Reserve Nov 2, 2023 Donnelly Center, Aquinas College, 157 Woodward Lane, Grand Rapids, MI). Planning on schedule. Board members are asked to engage sponsors and plan the auction items they plan to donate. Auction collateral is available from Susanne or Diane to send with a donation solicitation or for follow up with donors.
 - Vendors are under contract.
 - Budget is in line with 2022. Donations are being secured by committee members.
 - Auction items averaged \$113/item; total revenue \$7181. Strategic basket contents that are focused on the event demographic.
 - The liquor license was approved via unanimous vote at the July 20, 2023 board meeting. Julie Whitney is researching the application process and will coordinate.
 - Menu being reviewed as well as room layout.
 - Judge Sara Smolenski will serve as emcee. Aggie, Susanne, and Diane will meet with Sara in advance to orient her on the WPS mission and the order of the evening.
 - BOD are asked to share their auction items acquisitions with Aggie, Diane and Susanne. Sponsorship levels are set.
 - Volunteers are needed at the event for registration and check out. Each BOD member is asked to donate two baskets or more.
 - Payments will be streamlined with a second Square and QR code.
- **Golf 2024 Outing Discussion** – Co-chairs: Chris Wilks, Jim Stoddard, David Morgenstern

- David Morgenstern, Jim Stoddard and Chris Wilks met with Amy Pollock at Boulder Creek Country Club located at 5750 Brewer Ave NE, Belmont, MI 49306 to tour the property and determined this will be a cost-effective option for the 2024 golf outing, as the cost per golfer is \$50/player.
- Copies of the contract with Boulder Creek were distributed at the meeting.
- The desired date is June 26, 2024. To secure this date, present members of Widowed Persons Service Board of Directors voted unanimously to authorize a check for \$500 be made out to Boulder Creek. In addition, 2 absentee votes in favor were made by April Hulst and Kari Sherry.
 - Moved by Chris Wilks.
 - Supported by Ken Hoskins.
 - Unanimous approval – 8 yeas including absentee votes from April Hulst and Kari Sherry, 0 nays. Absent members: Roxanne Dudicz, Tom Blower, Molly Black, Susanne Miller, Diane Lobbestael, Mike Larabel.
- Discussion about Title sponsor and Edema family involvement.
- The Golf Committee is seeking additional members. Please reach out to Aggie if interested in helping.

Old Business

Wrap up on the 2023 NAIFA Golf Outing – Co-chairs Jim Stoddard, Chris Wilks & Julie Whitney –

- Official financials are still pending from the 2023 golf outing. 2023 net proceeds are expected to be less than prior years, due to rising costs / golfer. Final results pending.

ADJOURN: Moved by Tom Braciak . Seconded by Chris Wilks.

NEXT MEETING – Zoom

Julie Whitney is inviting you to a scheduled Zoom meeting.

Topic: WPS Board Meeting

Time: Sep 21, 2023 09:00 AM Eastern Time (US and Canada)

Remaining BOD meetings for 2023 will be held every month on the Third Thu, until Dec 21, 2023:

- Sep 21, 2023 09:00 AM
- Oct 19, 2023 09:00 AM
- Nov 16, 2023 09:00 AM
- Dec 21, 2023 09:00 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/82642104555?pwd=TkJNUjE1NWntTEVDd201U1hVZ0JXdz09>

Meeting ID: 826 4210 4555

Passcode: 051010

Prepared by Julie Whitney

WPS Board Member

WIDOWED PERSONS SERVICE
4211 CLYDE PARK AVE SW UNIT C
WYOMING MI 49509-5474



036342

Employer ID number: 38-2436940
Form 990 required: yes

Dear Taxpayer:

We issued you a determination letter in June 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Save the date

**FRIDAY SEPTEMBER 29TH
FROM 6-11 P.M.**

for our

FALL "FUN-TANGO"

Fundraiser

**TO BENEFIT OUR NON-PROFIT
Widowed Persons Services (WPS)**

*Join us for a fun night of
heavy hors d'oeuvres, desserts and dancing*

**The Casino Club
3260 Salerno Dr. NE
Grand Rapids, MI**

Tickets: \$40

**To pre-order contact the WPS office
4211 Clyde Park SE, Wyoming, MI
616-538-0101**

www.wpsgr.org

**Music by "Sounds Familiar"
Cash bar available.**

*This annual event is owned & organized by WPS volunteers.
Thank you to all our volunteers & sponsors.*



RESOLUTION NO. _____

RESOLUTION FOR ELECTION TO COMPLY WITH
SECTION 4 OF PUBLIC ACT 152 OF 2011

WHEREAS:

1. Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer’s expenditures for employee medical benefit plans.
2. Section 4 of the Act provides that each year, by a majority vote of its governing body, a public employer may elect to comply with the Act by not paying more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees and elected public officials, instead of complying with the specified dollar amount “hard caps” under Section 3 of the Act.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council elects to comply with Section 4 of Public Act 152 of 2011 instead of Section 3.

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 September 18, 2023.

ATTACHMENTS:
 Staff Report
 Public Act 152 of 2011
 Public Act 51 of 1951, section 18j

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: September 5, 2023

Subject: Resolution to Comply with Public Act 152

From: Emily Vande Griend, Assistant Director of Human Resources

CC: Kim Oostindie, Director of Human Resources

Meeting Date: September 18, 2023

RECOMMENDATION:

It is recommended City Council adopt the resolution to comply with Section 4 of Public Act 152 of 2011 (PA 152).

The Council resolution complying with PA 152 is also used in the compliance process for Public Act 51 of 1951, which provides funding for roads through the Michigan Transportation Fund.

COMMUNITY, SAFETY, STEWARDSHIP:

By complying with PA 152, the City demonstrates the aspect of community by following the laws set by our state leaders. The City also demonstrates stewardship of funds by following the 80/20 cost-share model set forth in the Act.

DISCUSSION:

PA 152, the Publicly Funded Health Insurance Contribution Act, establishes limits on a public employer's expenditures for employee medical benefit plans. Since the inception of the act, the City has complied with the act by Council resolution confirming that the City pays for no more than 80% of the annual cost of the medical benefit plan (illustrative plan premium for the City's self-funded plan). Employees pay the remaining 20% of the cost of the premium for health insurance, which is also negotiated into each of the City's five union contracts.

Public Act 51, which provides road funding, requires that the City submit documentation of compliance with Public Act 152 of 2011 on their annual "Certification of Employee-related Conditions" form. This resolution is provided as documentation of compliance with PA 152 for Public Act 51. Failure to adopt this resolution could jeopardize the City's road funding.

BUDGET IMPACT:

There is no impact.

Attachment(s):
Resolution
Public Act 152 of 2011
Public Act 51 of 1952, section 18j

PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT
Act 152 of 2011

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

The People of the State of Michigan enact:

15.561 Short title.

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.562 Definitions.

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer or a public employer's contributions to a fund used for the sole purpose of funding health care benefits that are available to a public employee or an elected public official only upon retirement or separation from service.

(f) "Medical benefit plan costs" does not include a payment by the public employer to an employee or elected public official in lieu of medical benefit plan coverage and, for a medical benefit plan coverage year beginning after the later of January 1, 2014 or the effective date of the amendatory act that added this subdivision, includes, but is not limited to, all of the following:

(i) Any amount that the public employer pays directly or indirectly for the assessment levied pursuant to the health insurance claims assessment act, 2011 PA 142, MCL 550.1731 to 550.1741.

(ii) Insurance agent or company commissions.

(iii) Any additional amount the public employer is required to pay as a fee or tax under the patient protection and affordable care act, Public Law 111-148, as amended by the federal health care and education reconciliation act of 2010, Public Law 111-152.

(g) "Medical benefit plan coverage year" means the 12-month period after the effective date of the contractual or self-insured medical coverage plan that a public employer provides to its employees or public officials.

(h) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are

defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 269, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 269 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature and is curative and retroactive as to the exclusion of funding for health care benefits that are available only upon either retirement or separation from service from the definition of medical benefit plan and as to the exclusion of payments in lieu of medical benefit plan coverage from medical benefit plan costs."

15.563 Public employer contribution to medical benefit plan; limitation on amount; allocation of payments; adjustment of maximum payment.

Sec. 3. (1) Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees and elected public officials with single-person coverage, \$11,000.00 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage, plus \$15,000.00 times the number of employees and elected public officials with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011 and before 2019, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. By April 1 of each year after 2018, the state treasurer shall adjust the maximum payment permitted under this subsection for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States Consumer Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.

(2) For a medical benefit plan coverage year beginning January 1, 2014 through December 31, 2014, the multiplier used to calculate the maximum public employer payment under subsection (1) is \$12,250.00 for employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage. The state treasurer shall adjust the multiplier each year as provided in subsection (1).

(3) For purposes of calculating a public employer's maximum total annual medical benefit plan costs under subsection (1), "employee or elected public official" does not include an employee or elected public official who declines the medical benefit plan offered or contributed to by the public employer.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 270, Imd. Eff. Dec. 30, 2013;—Am. 2018, Act 477, Imd. Eff. Dec. 27, 2018.

Compiler's note: Enacting section 1 of Act 270 of 2013 provides:

"Enacting section 1. Section 3(1) and (3) of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.563, as amended or added by this amendatory act, clarifies the original intent of the legislature that a public employee or elected official who declines the public employer's medical benefit plan coverage is not an employee or elected public official for purposes of calculating the public employer's maximum total annual medical benefit plan costs. These amendments are curative and apply retroactively."

15.564 Public employer contribution to medical benefit plan; limitation on percentage of annual costs; allocation of employees' share of total costs.

Sec. 4. (1) By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles,

other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. For purposes of this section, each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 271, Imd. Eff. Dec. 30, 2013.

15.565 Collective bargaining agreement or other contract in effect; inconsistent terms.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for 1 or more employees of a public employer on September 27, 2011, the requirements of section 3 or 4 do not apply to an employee covered by that contract until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 27, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 272, Imd. Eff. Dec. 30, 2013.

Compiler's note: Enacting section 1 of Act 272 of 2013 provides:

"Enacting section 1. This amendatory act clarifies the original intent of the legislature that September 27, 2011 is the date on and after which a new contract must comply with this act. This amendatory act is curative and applies retroactively."

15.566 Deduction by public employer.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.567 Applicability of requirements to medical benefit plans of public employees and elected public officials; scope; effect of certain sections found to be invalid.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

15.568 Exemption from act; extension; exceptions.

Sec. 8. (1) By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year.

(2) A 2/3 vote of the governing body of the local unit of government prior to the beginning of each succeeding medical benefit plan coverage year is required to extend an exemption under this section.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

(5) An exemption under this section is not effective for a city with a population greater than 600,000.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011;—Am. 2013, Act 273, Imd. Eff. Dec. 30, 2013;—Am. 2014, Act 184, Imd. Eff. June 20, 2014.

15.569 Noncompliance by public employer; penalty.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of

any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

History: 2011, Act 152, Imd. Eff. Sept. 27, 2011.

STATE TRUNK LINE HIGHWAY SYSTEM (EXCERPT)
Act 51 of 1951

247.668j Annual certification that certain employee-related conditions met; failure to make certification; withholding distributions to local road agency; website.

Sec. 18j. (1) Beginning September 30, 2015, each local road agency shall annually certify to the department that it satisfies 1 of the following conditions with respect to employees:

(a) The local road agency has developed and publicized an employee compensation plan that the local road agency intends to implement with any new, modified, or extended contract or employment agreements for employees not covered under contract or employment agreement. The employee compensation plan that each local road agency plans to achieve shall be posted on a publicly accessible internet site and shall be submitted to the department. At a minimum, the employee compensation plan shall include all of the following:

(i) New employee hires who are eligible for retirement plans are placed on retirement plans that cap annual employer contributions at 10% of base salary for employees who are eligible for social security benefits. For employees who are not eligible for social security benefits, the annual employer contribution is capped at 16.2% of base salary.

(ii) For defined benefit pension plans, a maximum multiplier of 1.5% for all employees who are eligible for social security benefits, except, if postemployment health care is not provided, the maximum multiplier shall be 2.25%. For all employees who are not eligible for social security benefits, a maximum multiplier of 2.25%, except, if postemployment health care is not provided, the maximum multiplier shall be 3.0%. This subparagraph does not apply to years of service accrued prior to September 30, 2013, or to contracts entered into prior to September 30, 2013.

(iii) For defined benefit pension plans, final average compensation for all employees is calculated using a minimum of 3 years of compensation and shall not include more than a total of 240 hours of paid leave. Overtime hours shall not be used in computing the final average compensation for an employee. This subparagraph does not apply to years of service accrued prior to September 30, 2013, or to contracts entered into prior to September 30, 2013.

(iv) Health care premium costs for new employee hires shall include a minimum employee share of 20%; or, an employer's share of the local health care plan costs shall be cost competitive with the new state preferred provider organization health plan, on a per-employee basis.

(b) The local road agency complies with 1 of the following:

(i) A local road agency that offers medical benefits to its employees or elected public officials shall certify to the department by September 30, 2015 that it is in compliance with the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569. For purposes of this subparagraph, dental and vision coverages are not considered medical benefits. The department shall develop a certification process and method for local road agencies to follow. A local road agency shall indicate in a certification under this subparagraph whether it has exempted itself from the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569, as provided in section 8 of the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.568.

(ii) A local road agency that does not offer medical benefits to its employees or elected public officials shall certify to the department by September 30, 2015 that it does not offer medical benefits to its employees or elected public officials. For purposes of this subparagraph, dental and vision coverages are not considered medical benefits. The department shall develop a certification process and method for local road agencies to follow.

(2) If a local road agency does not make the certification required under subsection (1), the department may withhold all or part of the distributions to the local road agency from the Michigan transportation fund under this act. A withholding under this subsection shall continue for the period of noncompliance with subsection (1) by the local road agency.

(3) A county road commission shall maintain a searchable website accessible by the public at no cost that includes, but is not limited to, all of the following:

(a) Current fiscal year budget.

(b) The number of active employees of the county road commission by job classification and wage rate.

(c) A financial performance dashboard that contains information on revenues, expenditures, and unfunded liabilities. The county road commission may link to financial information provided by the Michigan transportation asset management council.

(d) The names and contact information for the governing body of the county road commission.

(e) A copy of the certification required by subsection (1).

(4) The department shall maintain a searchable website accessible by the public at no cost. A website

maintained by the department under this subsection shall include, but is not limited to, the following:

- (a) Current fiscal year budget.
- (b) The number of active employees of the department by job classification and wage rate.
- (c) A financial performance dashboard that contains information on revenues, expenditures, and unfunded liabilities. The department may link to financial information provided by the Michigan transportation asset management council.
- (d) The names and contact information for the governing body of the department.
- (5) A county road commission may develop and operate its own website to provide the information required under subsection (3), or the county road commission may reference this state's central transparency website as the source for the information required under subsection (3). If a county road commission does not have a website, the county road commission may post the information required under subsection (3) on the website for the county within which the county road commission is located or on the website of a statewide road association of which the county road commission is a member.

History: Add. 2012, Act 506, Imd. Eff. Dec. 28, 2012;—Am. 2014, Act 301, Imd. Eff. Oct. 9, 2014.

Compiler's note: Former MCL 247.668j, which pertained to pledge for annual debt service requirements and to successive borrowings, was repealed by Act 234 of 1987, Imd. Eff. Dec. 28, 1987.

Popular name: McNitt Act

Popular name: Michigan Transportation Fund Act

RESOLUTION NO. _____

RESOLUTION FOR EXTENSION OF PARTICIPATION IN THE LOW INCOME
HOUSEHOLD WATER ASSISTANCE PROGRAM AND TO
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT

WHEREAS:

1. On December 14, 2021, a memorandum of understanding was signed by the City of Wyoming and the Michigan Department of Health and Human Services to participate in the LIHWAP (Low Income Housing Water Assistance Program).
2. The existing agreement expires September 30, 2023.
3. Additional funds are available, and an extension of the program is being offered.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to sign the Memorandum of Understanding to extend participation in the LIHWAP program.

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 September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

KCCA Letter

Memorandum of Understanding

Resolution No. _____

STAFF REPORT

Date: September 12, 2023

Subject: LIHWAP, Low Income Household Water Assistance Program

From: Traci Shaffer, Treasurer

Meeting Date: September 18, 2023

RECOMMENDATION:

It is recommended City Council authorize signing of the Memorandum of Understanding to extend participation in the Low-Income Household Water Assistance Program.

COMMUNITY, SAFETY, STEWARDSHIP:

Participating in the LIHWAP program supports our mission of Community and Stewardship by allowing the Treasurer's Office to accept funds available to assist low-income community members who are struggling to pay for water and sewer services.

DISCUSSION:

Kent County Community Action (KCCA) received \$1.7 million for the Low-Income Household Water Assistance Program (LIHWAP) to provide direct payment assistance for drinking water and wastewater utilities. This program was designed to help households retain water service to help mitigate the spread of COVID-19 and to reimburse water utility providers.

In December of 2021 the Wyoming City Council approved participation in the LIHWAP program. The current agreement expires September 30th, 2023. Additional funds are available, and the program is being extended through March 31, 2024.

Several Wyoming households received assistance through the LIHWAP program and were able to avoid service disconnection. It is anticipated that extending the agreement will allow more households to utilize the funds available through the program.

BUDGET IMPACT:

Participation in this program does not impact our budget. Available funds are awarded by the Department of Health and Human Services and forwarded to the Treasurer's Office for application to the household's water and sewer bill.

Attachment(s):

KCCA Letter

Memorandum of Understanding



Kent County Community Action

Contact: First Last
(616) 000-0000
name@kentcountymi.gov

August 21, 2023

Kent County Community Action (KCCA) originally received \$1.7 million for the Low-Income Household Water Assistance Program (LIHWAP) to provide direct payment assistance for drinking water and wastewater utilities. This program was designed to help households retain water service to help mitigate the spread of COVID-19 and to reimburse water utility providers.

Originally, the program was scheduled to operate December 1, 2021 through September 30, 2023. The Office of Community Services (within the Federal Department of Health and Human Services) is offering grant recipients and optional 6-month extension of the LIHWAP program in an effort to ensure that eligible households are being reached, and to give grant recipients and local agencies the time and opportunity to fully spend down the grant dollars. The grant 6-month extension is from October 1, 2023 through March 31, 2024.

Water-wastewater assistance will be provided to eligible households who are at or below 150% of the federal poverty limit. The maximum reimbursement per fiscal year is \$1,500.00 which includes any fees needed for reconnection. All payments made must guarantee service for at least 90 days after receipt of payment. Qualified applicants must submit a water-wastewater bill that shows that they are in jeopardy of being disconnected or have already been disconnected.

So that KCCA can continue to provide assistance to your customers, all water-wastewater vendor agreements will need to be amended and resubmitted to MDHHS for approval. Please sign the attached vendor agreement and return to KCCA by September 1, 2023 so that you can continue receiving payments on behalf of your customers.

If you need additional information or have any questions, please do not hesitate to contact me. Thank you for participating with the LIHWAP water assistance program.

Cordially,

Sherrie Gillespie, Program Manager
sherrie.gillespie@kentcountymi.gov
(616) 632-7968

**MEMORANDUM OF UNDERSTANDING NUMBER:
 AMENDMENT NUMBER: LIHWMOU22-99232 1**

**Between
 THE STATE OF MICHIGAN
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 And**

PARTNER / ENTITY NAME	41016 - Kent County Community Action
PRIMARY CONTACT	Sherrie Gillespie
EMAIL	sherrie.gillespie@kentcountymi.gov

And

PARTNER / ENTITY NAME	City Of Wyoming
PRIMARY CONTACT	Traci Shaffer
EMAIL	shaffert@wyomingmi.gov

MDHHS CONTACT	EMAIL
Ben Gulker	MDHHS-LIHWAP@michigan.gov

MEMORANDUM OF UNDERSTANDING SUMMARY			
BRIEF DESCRIPTION OF PURPOSE	Agreement between the water/wastewater provider, Community Action Agency and MDHHS for participation in the Low Income Household Water Assistance Program		
INITIAL EFFECTIVE DATE	04/01/2022	CURRENT EXPIRATION DATE	09/30/2023

AMENDMENT DESCRIPTION			
EXTEND EXPIRATION DATE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	NEW EXPIRATION DATE 03/31/2024
NATURE OF CHANGE	Extension through 3/31/2024		

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.

Michigan Department of Health and Human Services

Signature of Director or Authorized Designee

Signature of Director or Authorized Designee

Jeanette Hensler,
Director-Grants Division, Bureau of Grants and Purchasing

Print Name / Title

Print Name / Title

Date

Date

Signature of Authorized Designee

Print Name / Title

Date

Memorandum of Understanding Number:
Amendment Number: LIHWMOU22-99232 1

STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as “MDHHS”) entered into Memorandum of Understanding effective 04/01/2022, with 41016 - Kent County Community Action and City Of Wyoming (hereinafter referred to as “Partners”), for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to Partners to amend the aforesaid Agreement.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Agreement. This amendment shall be attached to the Agreement, said Agreement being hereby reaffirmed and made a part hereof.

Article I

This amendment shall be effective on the date of MDHHS signature or 10/1/2023, whichever is later.

Article II

Section 3. **Period of Agreement** shall be extended by six months, amending the agreement as follows:

This MOU is effective from 04/01/2022 through 3/31/2024.

RESOLUTION NO. _____

RESOLUTION TO ENGAGE ADAMS & ASSOCIATES APPRAISAL
COMPANY, LLC FOR APPRAISAL SERVICES FOR PROPERTY TAX
APPEALS AT 6172 AND 6192 VALDUGA DR SW

WHEREAS:

1. The owners of industrial buildings at 6172 and 6192 Valduga Dr SW have appealed to the Michigan Tax Tribunal (MTT) the 2023 taxable values for these properties.
2. About \$2.3M in taxable value is in dispute in total.
3. Fair property taxation requires taxable values to be in appropriate relation to the true cash value of the property subject to constitutional and statutory limitations.
4. The City Attorney and City Assessor recommend engaging an appraiser to determine the true cash value of the property as needed to meet the valuation disclosure exchange dates set by the MTT.
5. Adams & Associates Appraisal Company, LLC has submitted a proposal to produce appraisal reports, other consulting services, and testify, if needed, in depositions or at the MTT hearings related to these tax appeals.
6. Sufficient funds are available in the Assessing-Professional Services fund – 101-209-200900-801.000 – to cover the anticipated costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The proposed appraisal services contract with Adams & Associates Appraisal Company, LLC to provide 2 appraisal reports for the 2023 tax year (one for each specified property) and provide other professional services as needed is approved and the City Manager and City Clerk are authorized and directed to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Appraisal Services Contract

Resolution No. _____

STAFF REPORT

Date: September 12, 2023
Subject: Appraisal contract Valduga Dr SW parcels
From: Scott Smith, City Attorney
Meeting Date: September 18, 2023

BACKGROUND:

The owners of industrial buildings at 6172 and 6192 Valduga Dr SW (VREI Valduga I, LLC and VREI Valduga II, LLC) have appealed to the Michigan Tax Tribunal (MTT) the 2023 taxable values for these properties.

To adequately defend this appeal and protect its assessments of other similar facilities, the city will need an experienced valuation expert. Adams & Associates Appraisal Company, LLC. has provided such professional services for the city on other tax appeals. Services will include consultation, preparation of appraisal reports, and preparing for and testifying at the MTT hearing.

RECOMMENDATION:

Adopt the Resolution to Engage Adams & Associates Appraisal Company, LLC. for Appraisal Services for Property Tax Appeals at 6172 and 6192 Valduga Dr SW.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Defense of the tax appeal will help the city to ensure property tax assessments are fair for all.

Safety – The resolution will have no impact on safety.

Stewardship – Defense of the tax appeal preserves the property tax base for the city and other property taxing units.

BUDGET IMPACT:

The Assessor's professional services fund has adequate funds to pay for the appraisal services.

APPRAISAL SERVICES CONTRACT

This Appraisal Services Contract is made as of September 19, 2023 (the "**Effective Date**") between the City of Wyoming, a Michigan municipal corporation of 1155 28th Street SW, Wyoming, MI 49509 (**City**) and Adams & Associates Appraisal Company, LLC, a Michigan Limited Liability Company of 791 Kenmoor SE, Suite B, Grand Rapids, MI 49509 ("**Professional**").

RECITALS

- A. VREI Valduga I LLC and VREI Valduga II LLC have appealed the assessed and taxable values of their respective real property to the Michigan Tax Tribunal (**MTT**) and City wishes to defend those actions and to obtain needed expert reports and testimony regarding the value of those parcels.
- B. Professional submitted proposals dated September 8, 2023, copies of which are attached as Exhibit A (**Proposals**) to appraise and provide an appraisal report for the following property and, if called by City to provide expert consulting advice and testimony regarding the true cash value of the following property as provided in the Proposals and this Contract (the **Services**):
- 6172 Valduga Dr SW, PP# 41-21-02-600-014, owned by VREI Valduga I LLC (the **VREI-I Property**), and
6192 Valduga Dr SW, PP# 41-21-02-600-015, owned by VREI Valduga II LLC (the **VREI-II Property**).
- C. City wishes to engage Professional to provide the Services as provided in this Contract.

TERMS AND CONDITIONS

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

1. Services. Professional will perform the Services consistent with the standard of practice and care of other professionals performing similar services in Michigan and will provide all qualified personnel, supplies and tools needed to perform them.
2. Payment. City will pay the Professional in accordance with the Proposal.
 - A. Amounts to be paid for services provided after completion of the appraisal report, including for consultation, hearing preparation, hearing testimony and other professional services to be provided by Mr. Adams shall be invoiced on a monthly basis for services provided the preceding month. Invoiced amounts shall be paid within 30 days of the City's receipt of the invoice. Professional must return to the City Finance Department at accountspayable@wyomingmi.gov an IRS W-9 form before starting work under this Contract.
 - B. Professional will provide complete drafts of the appraisal reports not later than the following dates and times to allow City' Assessor and legal counsel sufficient opportunity to review them for errors, omissions, and clarity (but not for review of Professional's conclusions as to the value of the parcels) and to allow Professional sufficient time to make changes before the dates the finalized reports are due under this Contract.

For the VREI-I Property, not later than 4:30 p.m., Monday, February 12, 2024.
For the VREI-II Property, not later than 4:30 p.m., Monday, January 29, 2024.
 - C. Professional will provide the final appraisal reports not later than:

For the VREI-I Property, not later than 4:30 p.m., Wednesday, February 26, 2024.
For the VREI-II Property, not later than 4:30 p.m., Wednesday, February 14, 2024.
 - D. If Professional fails to meet the requirements of subsection 2.B, the fee paid Professional for the report for which Professional failed to meet the requirement shall be 20% less than the quoted fee in the appraisal. If Professional fails to meet the requirements of subsection 2.C, the fee paid Professional for the report for which Professional failed to meet the requirement shall be 20% less than the quoted fee in the appraisal. If Professional fails to provide the final appraisal report by noon on the last City business day before it is due to be exchanged with the petitioner in the respective MTT case (*i.e.*, by noon on Thursday, February 29, 2024 for VREI-I and by noon on Monday, February 19, 2024 for VREI-II), Professional will not be paid any fee for the appraisal report.
 - E. The fee to be paid Professional for each appraisal report is \$4,200 (\$8,400) total. Professional shall be paid at \$250 per hour for any testimony including associated travel and waiting time and \$150 per hour for other Services, such as review of the petitioner's appraisal reports, preparation for the MTT hearings, and other Services under this Contract, all to be billed in 1/10-hour increments.
3. Legal Compliance. Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts of competent jurisdiction.
4. Qualifications. Professional represents and promises that:
 - A. Professional and Professional's personnel (as defined below) providing the Services have and will maintain (i) all licenses, registrations, certifications, memberships, and other approvals needed to perform such services in Michigan and (ii) the experience and other qualifications stated on Professional's website.
 - B. Neither Professional nor its owners, officers, shareholders, key employees, directors or members ("**Professional's personnel**"): (i) are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense related to obtaining, attempting to obtain, or performing a public contract; violated federal or state antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, or made false statements, or received stolen property; (iii) are presently indicted for or otherwise criminally charged with any offenses stated in this certification; or (iv) within the last 3-years had any public transaction terminated for cause or default.
 - C. Professional is not an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. Diversity and Inclusion. Professional will not discriminate against an employee or applicant for employment in hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin,

age, sex, sexual orientation, gender identity or expression, height, weight, marital status, mental or physical disability, or another reason prohibited by law.

6. **Ethical Standards.** Professional has not engaged in and will refrain from: (i) having an interest conflicting with this Contract; (ii) directly or indirectly offering anything of value to a City elected or appointed officer or employee; or (iii) paying or agreeing to pay anyone, other than its employees or consultants, consideration for this Contract's award. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City elected or appointed officer except as already disclosed in writing to City. Professional will promptly notify City of a change in this status.

7. **Intellectual Property.** Professional represents and promises the sale or use of software, records or other intellectual property provided under or used to provide the Services will not infringe a copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions brought against City or City's officers or employees for alleged infringement of intellectual property rights due to use by Professional and will pay all costs, damages, and profits recoverable in any such action.

8. **Independence.** Professional is wholly independent of City. None of Professional's personnel are or shall be represented to be City officers or employees. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel. Professional is solely responsible for (i) means and methods of providing the Services, (ii) the conduct and statements of Professional's personnel, (iii) compensation and benefits to be provided Professional's personnel for the Services, and (iv) injuries or property damage resulting from Professional's performance of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them against claims made by persons other than City for personal injuries or property damage occurring as a result of Professional's Services, except for negligence or wrongdoing of City or City's officers or employees.

9. **Insurance.** Professional will maintain the following coverage and, upon City's request, Professional will provide to the City copies of certificates of insurance, policies and endorsements:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$1,000,000 Each Occurrence Limit and \$2,000,000 General Aggregate Limit
AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person and \$1,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Coverage shall be in accordance with Michigan law. Waiver of subrogation, except where waiver is prohibited by law.
PROFESSIONAL LIABILITY INSURANCE
The greater of \$250,000 or the amounts to be paid Professional for services under this Contract.
EXCESS/UMBRELLA INSURANCE
If required liability limits are obtained using an Excess or Umbrella Liability policy in addition to primary liability policy(ies) the Excess and/or Umbrella policy(ies) must follow the form of the primary policy(ies).

10. **Records.** Professional will retain copies of records related to this Contract until at least December 31, 2027, and will, upon City's request, allow inspection, auditing and copying of them.

11. **Assignment/Beneficiaries.** No right or duty of Professional under this Contract may be assigned or delegated without City's prior written consent. No individuals or entities other than the parties are intended beneficiaries of this Contract.

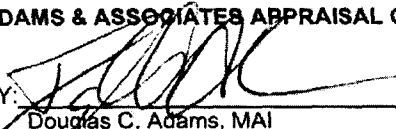
12. **Interpretation.** This is the only agreement between the parties regarding the Services and there are no other agreements, representations or warranties. This Contract can be amended only in writing signed by both City and Professional.

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

CITY OF WYOMING

ADAMS & ASSOCIATES APPRAISAL COMPANY, LLC

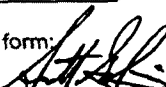
By: _____
John Shay, City Manager

BY: 
Douglas C. Adams, MAI

Date Signed: Sept. 12, 2023

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2023

Approved as to form: 

Scott G. Smith, Wyoming City Attorney

Exhibit A

Adams & Associates

Real Estate Appraisers and Consultants

September 8, 2023

Mr. Scott Engerson, MMAO
City Assessor, City of Wyoming
1155 28th Street SW
Wyoming, MI 49509-0905

Re: Real Estate Appraisal of
VREI Valduga I LLC (parcel #41-21-02-600-014)
6172 Valduga Drive SW
Wyoming, Michigan

Dear Mr. Engerson,

Per our recent conversation, I am providing the following quote for Adams & Associates Appraisal Company, LLC to appraise the above referenced real property. The purpose of the appraisal is to estimate the true cash value of the fee simple interest in the above mentioned real property, as of December 31, 2022. The intended use of the appraisal is to provide the City of Wyoming and the Michigan Tax Tribunal with an estimate of value to aid in determining the real property tax assessments and taxable values for the 2023 tax year. The appraisal will be presented in a narrative appraisal report format that is in compliance with the Uniform Standards of Professional Appraisal Practice.

The fee for preparing this appraisals is \$4,200. Provided that there are no delays in receiving the required information or in accessing the property, delivery of the completed appraisal report is expected prior to February 26, 2024. Payment is due within 10 days of receipt of the completed report.

The above fee is only for the completion of the above mentioned appraisal report and does not include the fees for any possible subsequent work such as preparing for, or testifying at, the Michigan Tax Tribunal.

To accept these terms and engage Adams & Associates in the appraisal of the above mentioned property please sign and return this letter.

Sincerely,



Douglas C. Adams, MAI
Adams & Associated Appraisal Company, LLC

Accepted by: _____ Date: _____

791 Kenmoor SE, Suite B • Grand Rapids, Michigan 49546 • Phone: (616) 977-9500

Adams & Associates

Real Estate Appraisers and Consultants

September 8, 2023

Mr. Scott Engerson, MMAO
City Assessor, City of Wyoming
1155 28th Street SW
Wyoming, MI 49509-0905

Re: Real Estate Appraisal of
VREI Valduga II LLC (parcel #41-21-02-600-015)
6192 Valduga Drive SW
Wyoming, Michigan

Dear Mr. Engerson,

Per our recent conversation, I am providing the following quote for Adams & Associates Appraisal Company, LLC to appraise the above referenced real property. The purpose of the appraisal is to estimate the true cash value of the fee simple interest in the above mentioned real property, as of December 31, 2022. The intended use of the appraisal is to provide the City of Wyoming and the Michigan Tax Tribunal with an estimate of value to aid in determining the real property tax assessments and taxable values for the 2023 tax year. The appraisal will be presented in a narrative appraisal report format that is in compliance with the Uniform Standards of Professional Appraisal Practice.

The fee for preparing this appraisals is \$4,200. Provided that there are no delays in receiving the required information or in accessing the property, delivery of the completed appraisal report is expected prior to February 14, 2024. Payment is due within 10 days of receipt of the completed report.

The above fee is only for the completion of the above mentioned appraisal report and does not include the fees for any possible subsequent work such as preparing for, or testifying at, the Michigan Tax Tribunal.

To accept these terms and engage Adams & Associates in the appraisal of the above mentioned property please sign and return this letter.

Sincerely,



Douglas C. Adams, MAI
Adams & Associated Appraisal Company, LLC

Accepted by: _____

Date: _____

791 Kenmoor SE, Suite B • Grand Rapids, Michigan 49546 • Phone: (616) 977-9500

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FOR THE
PURCHASE AND INSTALLATION OF SECURITY CAMERA SYSTEMS

WHEREAS:

1. As detailed in the attached staff report, quotes were received for the purchase and installation of security camera systems to monitor the interior and exterior of the Wyoming District Court.
2. It is recommended City Council accept the quote from K Group Companies in the total estimated amount of \$79,511.76.
3. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the quote from K Group Companies for the purchase and installation of security camera systems.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council approves the budget amendment.
4. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Contract/Quote

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: September 18, 2023

Budget Amendment No. 026

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$25,818 of budgetary authority for purchase and installation of security camera systems at the 62-A District Court.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
District Court - Building - Capital Outlay				
101-136-13610-975.000	\$ 75,000.00	\$ 25,818.00	-	\$ 100,818.00
		\$ -	-	\$ -
Fund Balance/Working Capital (Fund 101)		\$ -	\$ 25,818.00	

Recommended: Jodi Yenchar
Finance Director

John Smith
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STATE OF MICHIGAN



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

PABLO CORTES
CHIEF JUDGE

STEVEN M. TIMMERS
CHIEF JUDGE PRO TEMPORE

CHRISTOPHER KITTMANN
COURT ADMINISTRATOR

COURTNY CARDOSA
DEPUTY COURT ADMINISTRATOR

MEMORANDUM – STAFF REPORT

Date: August 23, 2023
To: Wyoming City Council Members
From: Courtney Cardoso, Deputy Court Administrator
Re: District Court Security Cameras

RECOMMENDATION:

It is recommended City Council accept a proposal from K Group Companies in the amount of \$79,511.76 for the purchase and installation of security camera systems to monitor the Wyoming District Court (interior and exterior).

COMMUNITY, SAFETY, STEWARDSHIP:

The installation of recording surveillance cameras would prioritize safety in a City building occupied by community members and staff. By monitoring and recording the activity within and outside of the building, court officers and first responders are better able to detect, deter and respond to unwanted/illegal/emergency activity. The current camera system is a very limited live feed only that is monitored via an outdated and small iPad. There are no storage capabilities for viewing footage.

Keeping the court’s occupants safe is of utmost importance. Other City departments are already equipped with this technology yet the court—who interacts with some of the most hostile and violent members of society—does not. There have been several events at the court (within the last year alone) that could have been prevented, prosecuted, or responded to more efficiently had this technology been present.

DISCUSSION:

A recent court assessment by the State Court Administrative Office, which governs the court’s operations, revealed several vulnerabilities to maintaining a safe, secure and prepared environment. Some strategies are being implemented to remedy these areas including the development of a security committee, drafting policy and installing door access controls. However, new cameras are of the utmost importance to providing a safe space for staff and court patrons.

For the last year, the court has been seeking input from established vendors on possible options to accomplish our goals. No less than five different vendors were called upon, including vendors the City has used in the past, and only two followed through with a proposal—EPS Security and K Group Companies.

Upon meeting with the IT department, it was discovered that the preferred camera system for the City is Avigilon, which EPS does not provide or support. K Group Companies provided a robust proposal that would meet or exceed all the court's camera goals. Considering City Council just approved them for the ballot box cameras, as well as a lack of interest by other vendors, it is recommended that they also be awarded this project to take advantage of a five-percent discount provided to new clients (which is reflected in the proposal).

BUDGET IMPACT:

For this fiscal year, the court was granted \$75,000 via a supplemental budget request for projects of this nature. City Council recently approved the expenditure of \$21,306.00 on electronic access controls to be installed in September by EPS Security. The court is seeking a partial reimbursement through MMRMA, which seems likely.

Obviously, the proposal from K Group Companies comes in significantly higher than what remains budgeted for these projects in 101-136-13610-975.000 - Capital Outlay. However, if the new client discount is factored in, along with the likelihood of grant reimbursement (which will also be sought on this project), it is expected to be within reasonable proximity to the budgeted amount. Ideally the City could increase contributions to this project (if needed) to make it attainable, especially since this camera manufacturer is preferred by the City.

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: K Group Companies
[Name of contracting entity]
A Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
678 Front Ave. NW Suite 003
[Contractor's street address]
Grand Rapids, MI 49504
[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: 08/31/2023

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

Company

By: _____
Kent Vanderwood, Mayor

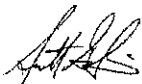
By: Jake Kuncaitis [Signature]
[Signature officer, director or principal of Contractor]
Jake Kuncaitis
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 08/31, 2023

Date signed: _____, 20__

Approved as to form:



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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications.

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 accounts payable@wyomingmi.gov a completed an IRS W-9 form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Governing Law. This contract is governed in by and is to be interrupted according to Michigan law. The parties agree that the state courts in Kent County, Michigan shall have exclusive jurisdiction for any disputes or claims arising from this contract.

EXHIBIT B



We have prepared a quote for you

Avigilon ALTA Video Management Solution

QUOTE #017203 V2

PREPARED FOR

62A District Court - City of Wyoming

PREPARED BY

Jake Kuncaitis

Statement of Work

Incorporation

Incorporation

This Statement of Work (SOW) is governed under the terms of our Master Services Agreement (MSA) located at <https://www.kgroupcompanies.com/Master-Service-Agreement>. By accepting this SOW, you accept the terms of the MSA. If you cannot access the MSA or do not agree with the MSA, then do not sign this SOW and, instead, please contact us for more information. Only those services expressly listed in this SOW will be provided to you, and any other services, if required or requested, are out-of-scope and will require a separate SOW or amendment to this SOW.

MSA Modification: It is acknowledged and agreed that all provisions of the MSA that require arbitration as a method to resolve disputes arising from or related to the MSA or this SOW are hereby deleted, and are replaced with the following provisions:

Dispute Resolution. If a dispute arises between the parties that requires litigation to resolve, then an aggrieved party shall be required to send written notice detailing the facts of the dispute ("Dispute Notice") to the other party. The first three (3) weeks following the delivery of the Dispute Notice to the other party shall be a "cooling off period" during which time the parties will not commence litigation but, instead, endeavor in a prioritized and good faith manner to resolve the dispute. If the dispute is unable to be resolved within the cooling off period, then upon the expiration of the cooling off period either party may commence litigation to enforce the terms of this Agreement and/or resolve the dispute, as applicable. The prevailing party in the litigation shall be entitled to an award of its reasonable costs and fees.

Summary

See attached summary of coverage...

This proposal accounts for the provision, implementation, and commissioning of a new Avigilon Alta Video Management Solution. Please consider the following items when reviewing this:

- Qty. (26) new HD IP security cameras will be installed throughout the Wyoming District Court building. This includes qty. (6) exterior cameras, qty. (13) first floor cameras, and qty. (7) second floor cameras.
- Qty. (2) new PoE (power over ethernet) network switches will be installed in the existing MDF server racks to support these new security cameras.
- Each of these security cameras will record to onboard storage inside the respective cameras.
- Each of these security cameras will be available in the Avigilon Alta cloud portal.
- The included Alta Cloud subscription will allow for video to be retained up to (30) days across each of the cameras. The video from onboard storage will be synchronized to the cloud through an active internet connection based on rules defined at the time of system commissioning.

For each of the above-listed systems, our Factory Acceptance Testing (FAT) services will be completed pre-implementation, at which time the system will be completely configured before the scheduled delivery to Customer's site.

Upon completion of the overall implementation, end user training of the new systems will be provided. This training is limited to (2) hours onsite, however there is no limit to the number of personnel who may be in attendance.

Assumptions

Please note that this proposal makes the following assumptions:

- This proposal assumes site personnel will view video from their workstations. This proposal does not include new servers, workstations, monitors, or TV's for public viewing purposes.
- This proposal assumes our installation team will have reasonable access to the East overhang and South face of the building. In the event extreme measures are found to be required, such as lifts, outdoor conduit, etc. additional charges may be necessary.
- It is assumed open space above the existing ceiling is accessible for running cabling, and that cabling can be run free air. It is also assumed the required cabling support infrastructure for these lines is not already in place above the ceiling. Wherever possible, existing conduit and cabling trays will be utilized.
- It is assumed new cabling is not required to be plenum-rated and that all newly implemented data lines are required to be certified for speed and continuity prior to project completion. A validation report will be available for review upon request.
- It is assumed 120VAC commercial power will be available in the IT room where the new switches will be installed.
- This proposal accounts for on-site services, which are contingent on availability of sufficient access to perform these services. Insufficient access will delay the project timeline and may result in additional charges to the Customer.
- All work is to be completed during Riverview Service, Inc. normal business hours.

Additional Terms

Additional Terms

This SOW covers all permitting, submittal, and plan review requirements and/or fees that are reasonably known to Riverview Service as of the date of this SOW. In the event that additional materials or services ("Additional Items") are needed for the successful implementation of the Services, and the requirement of Additional Items were not known to Riverview Service as of the date of this SOW, then Riverview Service will acquire such Additional Items and invoice Customer for the cost of the Additional Items (services will be billed on a time and materials basis). You agree to pay the cost of all Additional Items, subject only to Riverview Service providing you with a written description of why the Additional Items were necessary. Additional Items will not exceed five percent (5%) of the total price indicated in this SOW without your prior written consent.

Final Comments

This proposal accounts for all known permitting, submittal, and plan review requirements and/or fees. In the event additional or not yet known Authority Having jurisdiction (AHJ) requirements are levied on this project, related fees will be passed to the Customer at Riverview Service, Inc.'s cost.

This proposal assumes that wherever possible Riverview Service, Inc. will re-use functional and compatible existing devices, as well as cabling and infrastructure, so long as they meet all local authority having jurisdiction requirements as applicable.

A Riverview Service, Inc. Project Coordinator will coordinate additional costs for required upgrades through the designated Site Contact and replace as necessary. Please note that any additional Time and Materials dollars that are not accounted for in this estimate will be added to the final project invoice on a Standard Project Time and Material basis.

This proposal will expire 30 days from the listed Proposal Date. If you wish to accept this proposal, please do so by checking the "approve order" box at the bottom of the proposal delivery site; A digital signature will be required as well.

When the order is approved, you will be invoiced a project down payment equal to the Product total plus 50% of Services; this is due upon receipt. Equipment will be ordered when payment is received.

Products	Price	Qty	Ext. Price
Avigilon 28-port Gigabit Managed Switch (24 PoE+ budget 370W, 4 Gigabit SFP)	\$2,882.61	1	\$2,882.61
Avigilon 10-port Gigabit Managed Switch (8 PoE+ budget 120W, 2 Copper/SFP combo)	\$1,130.71	1	\$1,130.71
Smart UPS 1000VA 800W Rackmount AVR 120V Preinstalled WEBCARDLX Pure Sine Wave USB DB9 SNMP 1URM	\$1,581.53	1	\$1,581.53
Avigilon Alta Quad Multi-Sensor Camera w/ 30 Days Retention, Black, Includes (4) Varifocal 5MP Camera Modules, IR and HDR Capable, Advanced Microphone Array, Indoor/Outdoor, IP66/IK10	\$3,099.00	2	\$6,198.00
Avigilon Alta Quad Wall Mount Bracket	\$87.00	2	\$174.00
Avigilon Alta 360 Camera, Black, 9MP resolution, 30 days retention, AI-powered, IR and advanced microphone array, indoor and outdoor, up to 10-year Warranty w/ Active Aware License	\$1,399.00	4	\$5,596.00
Avigilon Alta Bullet Camera, Black, Wide Lens, 30 Days Onboard Retention, 8MP (4K) Resolution, AI-powered camera, IR and advanced microphone array, indoor and outdoor, up to 10-year Warranty w/ Active Aware License	\$1,689.00	1	\$1,689.00
Avigilon Alta Bullet Camera, Black, Tele Lens, 30 Days Onboard Retention, 5MP Resolution, AI-powered camera, IR and advanced microphone array, indoor and outdoor, up to 10-year Warranty w/ Active Aware License	\$1,419.00	2	\$2,838.00
Avigilon Alta Conduit Back Box For Bullet Cameras, Black	\$159.00	3	\$477.00
Avigilon Alta Cloud 5MP Compact Dome Camera, White, w/ 30 days retention., AI-powered, IR and microphone, Indoor only & up to 10 year warranty with an active Aware license.	\$529.00	12	\$6,348.00
Avigilon Alta Cloud 5MP Dome Camera, White, w/ 30 days retention, AI-powered, IR and microphone, indoor & outdoor, up to 10 year warranty with an active Aware license	\$1,099.00	5	\$5,495.00
Alta Conduit adapter 3/4" for mounting 3/4" NPT or NPS electrical conduits to the camera for cable protection. White.	\$18.00	5	\$90.00
24-Port QuickPort Patch Panel, Blank, Rack Mounted	\$54.28	2	\$108.56
Cable, Cat6+ 23/4 Solid, Riser, White, 1000'	\$272.92	9	\$2,456.28
Leviton Telcom 1-Port Surface Mount Box, QuickPort Biscuit	\$3.09	25	\$77.25
QuickPort Connector, Cat6, Orange	\$10.85	52	\$564.20
ICC Cat6 Patch Cable, White, 1'	\$2.40	26	\$62.40

Products	Price	Qty	Ext. Price
ICC Cat6 Patch Cable, White, 3'	\$3.30	26	\$85.80
Cat6 Patch Cable, White, 10'	\$7.10	3	\$21.30
2" J-Hook	\$7.75	200	\$1,550.00
Multi Function (Batwing) Clip	\$1.21	50	\$60.50
2" Firestop Sleeve Penetration Kit	\$65.70	8	\$525.60
3/4" EMT Thinwall Conduit	\$2.14	200	\$428.00
3/4" EMT Conduit Set-Screw Connector (priced/each)	\$1.03	6	\$6.18
3/4" EMT Conduit Set Screw Coupling (priced/each)	\$3.99	30	\$119.70
3/4" EMT Insulated Conduit Bushing (End Cap)	\$0.13	6	\$0.78
3/4" EMT conduit 1-hole strap (priced/each)	\$0.57	30	\$17.10
3/4" Non-metallic Liquid Tight Conduit, Cut, P/Foot	\$3.33	100	\$333.00
3/4" Non-metallic Liquid Tight Straight Connector	\$4.54	14	\$63.56
3/4" PVC 2-Hole Strap	\$0.75	10	\$7.50
4-Square Box Cover, Blank	\$0.78	12	\$9.36
4-Square Electrical Box, Shallow, 1/2" & 3/4" KO	\$1.26	12	\$15.12
1-Gang Outdoor Box, (3) 3/4" Hubs	\$10.75	6	\$64.50
Outdoor Box Cover, 1-Gang	\$3.59	6	\$21.54
10.1 fl. oz. Yellow Fire-Barrier Sealant Caulk IC 15WB Plus, 3-hr Rated	\$21.67	4	\$86.68
Miscellaneous project consumables	\$260.00	1	\$260.00
Subtotal:			\$41,444.76

Services	Price	Qty	Ext. Price
System Implementation, Commissioning and Training	\$32,050.00	1	\$32,050.00
Subtotal:			\$32,050.00

Estimated Expenses	Price	Qty	Ext. Price
Estimated Equipment Rental (40' articulating boom lift; per week)	\$1,570.00	1	\$1,570.00

Main: 888-235-6860
 Email: Jakek@kgrouppcompanies.com
 Web: www.riverviewservice.org



Estimated Expenses	Price	Qty	Ext. Price
Required Project Performance Bond	\$3,200.00	1	\$3,200.00
Subtotal:			\$4,770.00

Annual Services	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Avigilon Alta Aware Cloud Subscription (per camera); Includes real-time video-analytics and 30 days cloud storage.	\$179.00	\$179.00	26	\$4,654.00	\$4,654.00
Annual Subtotal:					\$4,654.00
Subtotal:					\$4,654.00

Special Project Discount	Price	Qty	Ext. Price
Special Project Discount	(\$3,757.00)	1	(\$3,757.00)
Subtotal:			(\$3,757.00)

Avigilon ALTA Video Management Solution



Prepared by:
Riverview Service, Inc.
 Jake Kuncaitis
 (888) 235-6860 ext. 135
 Jakek@kgroupcompanies.com

Prepared for:
62A District Court - City of Wyoming
 2650 De Hoop Ave
 Wyoming, MI 49509
 Courtney Cardosa
 1-616-530-7379
 courtny.cardosa@wyomingmi.gov

Quote Information:
Quote #: 017203
 Version: 2
 Delivery Date: 08/31/2023
 Expiration Date: 09/30/2023

Quote Summary

Description	Amount
Products	\$41,444.76
Services	\$32,050.00
Estimated Expenses	\$4,770.00
Annual Services	\$4,654.00
Special Project Discount	(\$3,757.00)
Subtotal:	\$79,161.76
Shipping:	\$350.00
Total:	\$79,511.76

Annual Expenses Summary

Description	Amount
Annual Services	\$4,654.00
Annual Total:	\$4,654.00

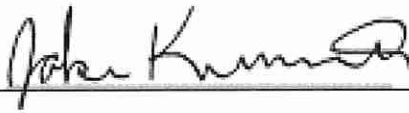
This SOW covers all permitting, submittal, and plan review requirements and/or fees that are reasonably known to Riverview Service as of the date of this SOW. In the event that additional materials or services ("Additional Items") are needed for the successful implementation of the Services, and the requirement of Additional Items were not known to Riverview Service as of the date of this SOW, then Riverview Service will acquire such Additional Items and invoice Customer for the cost of the Additional Items (services will be billed on a time and materials basis). You agree to pay the cost of all Additional Items, subject only to Riverview Service providing you with a written description of why the Additional Items were necessary. Additional Items will not exceed five percent (5%) of the total price indicated in this SOW without your prior written consent.

Main: 888-235-6860
Email: Jakek@kgrouppanelies.com
Web: www.riverviewservice.org



Riverview Service, Inc.

62A District Court - City of Wyoming

Signature: 

Name: Jake Kuncaitis, CPP, CSSA

Title: Certified Protection Professional

Date: 08/31/2023

Signature: _____

Name: Courtny Cardosa

Date: _____

8 AND 24 PORT MANAGED POE SWITCHES



MECHANICAL	24 PORT POE SWITCH	8 PORT POE SWITCH
Form Factor	1U, rack mountable	Compact 1U, rack mountable
Dimensions	17.5 x 13.59 x 1.73 in	10.56 x 10.71 x 1.73 in
Weight	10.14 lb	3.37 lb (excludes the external power supply)
Power Requirements	100-240V 50-60Hz (internal power supply)	100-240V 50-60Hz (external power supply)
PoE Output	24 PoE+ capable ports power budget of 370W	8 PoE+ capable ports power budget of 120W
Connectors	24 x 10/100/1000 Ports 4 x SFP ports 1 x Console management port 1 x USB file management	8 x 10/100/1000 Ports 2 x Gigabit copper/SFP combo ports 1 x Console management port 1 x USB file management




NETWORKING	24 PORT POE SWITCH	8 PORT POE SWITCH
Throughput	41.66 Mpps	14.88 Mpps
Switching Capacity	56 Gbps	20 Gbps
Protocols	IPv4, IPv6, HTTP, HTTPS, SNMP, DNS, SNTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, GARP, SSH, STP, RSTP, MSTP, PVST+, RPVST+, LLDP, LLDP-MED, TFTP, BPDU	
Layer 2 Features	Layer 2 Switching, Spanning Tree Protocol, Port grouping/link aggregation (LACP; IEEE 802.3ad), VLAN (Port-based and 802.1Q tag-based VLANs; MAC-based VLAN; protocol-based VLAN; IP subnet-based VLAN; Management VLAN; Private VLAN with promiscuous, isolated, and community port; Private VLAN Edge (PVE); Guest VLAN, unauthenticated VLAN; Dynamic VLAN assignment via RADIUS server along with 802.1x client authentication; CPE VLAN), DHCP Relay (works with DHCP Option 82), IGMP (versions 1, 2, and 3 snooping; IGMP Querier), Loopback Detection	
Layer 3 Features Security Features	IPv4 routing, IPv6 routing, Layer 3 Interface, CIDR, RIPv2, Policy-Based Routing, DHCP Server, DHCP Relay, UDP Relay.	
Security Features	Secure Shell (SSH) Protocol, Secure Sockets Layer (SSL), IEEE 802.1X (Authenticator role), Web-based authentication, STP Bridge Protocol Data Unit (BPDU) Guard, STP Root Guard, STP loopback guard, DHCP snooping, IP Source Guard (IPSG), Dynamic ARP Inspection (DAI), IP/MAC/Port Binding (IPMB), Secure Core Technology (SCT), Secure Sensitive Data, (SSD), Trustworthy systems, Private VLAN, Layer 2 isolation Private VLAN Edge (PVE) with, community VLAN, Port security, RADIUS/TACACS+, RADIUS accounting, Storm control, DoS prevention, Multiple user privilege levels in CLI, ACLs	
MAC table	16 K	
Jumbo frames	Frame sizes up to 9K bytes. The default MTU is 2K bytes	

ENVIRONMENTAL	
Usage	Indoor
Operating Conditions	-5° C to 50° C (23° F to 122° F), Humidity 10-90% RH (non-condensing)
Storage Conditions	-13° to 158°F (-25° to 70°C), Humidity 10-90% RH (non-condensing)
Approvals	UL (UL 60950), CSA (CSA 22.2), CE mark, FCC Part 15 (CFR 47) Class A

GENERAL	
Management Software	Cisco Business Dashboard, Simple Network Management Protocol (SNMP), Web user interface
Package Contents	<ul style="list-style-type: none"> • 8 or 24 port switch • Power Cord • Mounting Kit • Quick Start Guide
Warranty	3 Year Avigilon Limited Hardware Warranty

ORDERING INFORMATION

DESCRIPTION	
CBS350-8FP-E-2G-xx	10-port Gigabit Managed Switch (8 PoE+ 120W, 2 copper/SFP combo) - xx
CBS350-24FP-4G-xx	28-port Gigabit Managed Switch (24 PoE+ 370W, 4 Gigabit SFP) - xx

CBS350-8FP-E-2G-NA CBS350-24FP-4G-NA		CBS350-8FP-E-2G-UK CBS350-24FP-4G-UK		CBS350-8FP-E-2G-EU CBS350-24FP-4G-EU		CBS350-8FP-E-2G-AU CBS350-24FP-4G-AU	
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SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email asksales@avigilon.com for specific product support.



Aug 2021 | rev1

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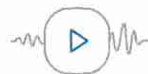
SUPPORT asksales@avigilon.com | [avigilon.com](https://www.avigilon.com)



QUAD



Multisensor security camera for flexible coverage



Built-in AI video and audio analytics and on-device storage



Easy to install and manage with simple onboarding



Factory-installed certificates backed by a trusted platform module (TPM)



Dynamic resolution up to 5MP on all four sensors



NDA-compliant: designed and developed in Norway and the UK, manufactured in Taiwan

Image sensor

4 x 5MP

Image sensor size format

1/2.7"

Lens

Focal length: 3.7 ~ 7.7 mm

Aperture: $f/1.9$ - $f/2.9$

Remote zoom and focus

P-iris

IR night vision

Automatic night mode

IR-cut filter

Individually controlled IR LEDs

850 nm IR LED

Color night vision*

*To be confirmed

Field of view

81° ~ 39° Horizontal

60° ~ 29° Vertical

Maximum resolution & Frame rate

2592x1944@30fps per sensor

Dynamic range

Multi-exposure line-based HDR

Video compression

H.265, H.264, Motion JPEG

Audio

Microphone

Audio classification

Security

Trusted Platform Module (TPM 2.0),

Factory installed certificates,

No default passwords,

Mandatory access authentication,

HTTPS/TLS encryption

Network protocols

IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP, ICMP, DHCP, ARP

Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP

Power source

IEEE 802.3at PoE Class 4 (PoE+)

Power consumption

Max: 25.5W

Storage

MicroSD, SDXC UHS-I

Connection

802.3ab 10/100/1000 Gigabit Ethernet

Installation aid*

*To be confirmed

Adjustment range*

*To be confirmed

Impact resistance

IK10 (IEC/EN 62262)

Ingress protection

IP66 (IEC/EN 60529)

Temperature

Storage & Operating: -40C to +60C*

*IR not available > 50°C

Physical characteristics

Dimensions: Ø 275x118 mm

Weight: 2.7 kg

Body: Aluminum

EMC

CE (EN55032 Class A)

FCC (FCC Part 15 B Class A)

Safety

UL (UL 62368-1), CB (IEC/ EN 62368-1,

IEC/EN 60950-22, IEC/EN 62471), NOM-019

Ordering information

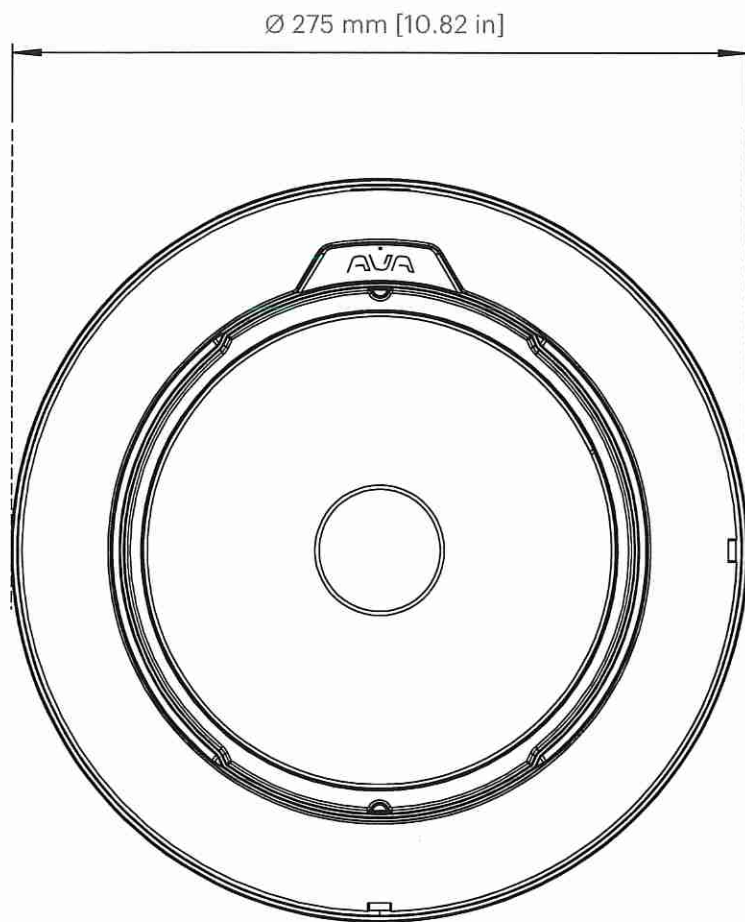
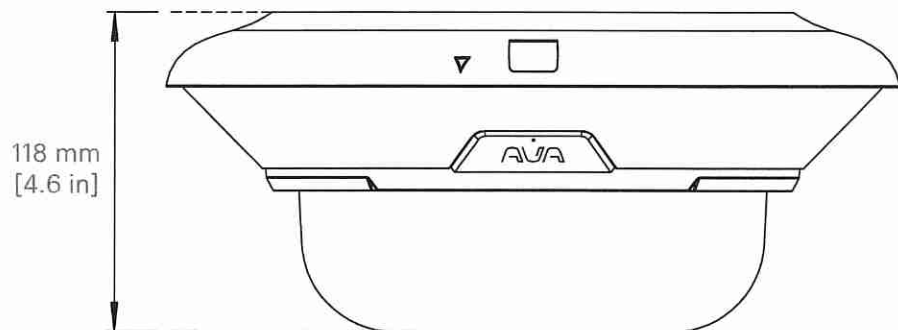
Ava Quad

PRODUCT ID	RESOLUTION	ONBOARD RETENTION
QUAD	4x 5MP	No. Cloud Connector required.
QUAD-20MP-30	4x 5MP	30 days

Accessories

PRODUCT ID	RESOLUTION	COLOR
ACQ-REC-KIT	Recessed kit	White
ACQ-PEN-HEA	Pendant head	White
ACQ-PEN-PIP	Pendant pipe 40cm	White
ACQ-WAL-MNT	Wall mount bracket	White
ACQ-POL-MNT	Pole bracket	White
ACQ-CRN-MNT	Corner bracket	White
ACQ-MNT-ADA	Mounting adapter	White

Technical drawings





360



360° fisheye panoramic with IR



Built-in AI video and audio analytics and on-device storage



Versatile, robust and sleek, fit for both the hardest outdoor and discreet indoor setups



Factory-installed certificates backed by a trusted platform module (TPM)



12MP image sensor



Designed and developed in Norway and the UK

Image sensor

12MP

Image sensor size format

1/2.3"

Effective resolution

9MP

Lens

Aperture: $f/2.0$

Fixed focus

Focus distance: 0.5m - ∞

IR night vision

Automatic night mode

IR-cut filter

IR range: 20m

850 nm IR LED

Minimum illumination in color mode

0.4lux

Field of view

>180°

Maximum resolution & Frame rate

3000x3000@30fps

Dynamic range

Multi-exposure line-based HDR

Video compression

H.265, H.264, Motion JPEG

Audio

Microphone array (4x microphones)

AI audio event classification

Audio source localization

Security

Factory-installed certificates, no default passwords, mandatory access authentication, HTTPS/TLS encryption

Network protocols

IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP, ICMP, DHCP, ARP

Streaming protocols: RTP/UDP, RTP/

RTSP/HTTPS/TCP

Power source

PoE+ (802.3at Type 2)

For installation only: USB-C (1.5A mode)

Power consumption

Typical: 5 W

Max without heater: 12.95 W

Max with heater: 23 W

Storage

MicroSD, SDXC UHS-I

Connection

802.3ab 10/100/1000 Gigabit Ethernet

USB-C for preview and setup

Installation aid

Automatic wall and ceiling detection.

Flexible bracket, mounts to standard back boxes. Refer to technical drawing.

Impact resistance

IK10 (IEC/EN 62262)

Ingress protection

IP66 (IEC/EN 60529)

Temperature

Operating: -40°C to +50°C

Storage: -40°C to +60°C

Heater: 9.6W

Physical characteristics

Dimensions: 152x152x77mm

Weight: 1.1 kg

Body: Aluminum

EMC

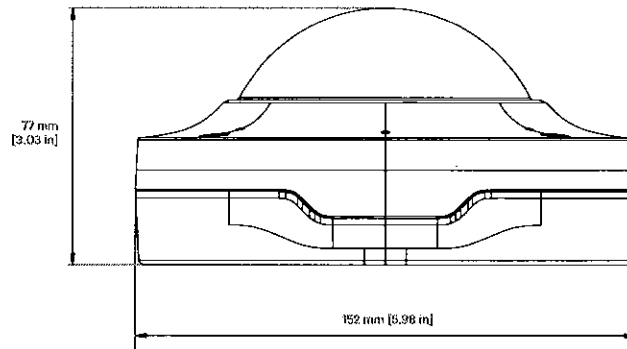
EN 55032, EN 61000-3-2/-3, EN 55024, EN 55035, EN61000-6-2/-4, FCC Part 15B, ICES-003 Issue 6

Safety

IEC60950-1, IEC62368-1, IEC60950-22, UL/CSA60950-1, UL/CSA 62368-1, UL E164374, NOM-019, IEC62471(IR LED)

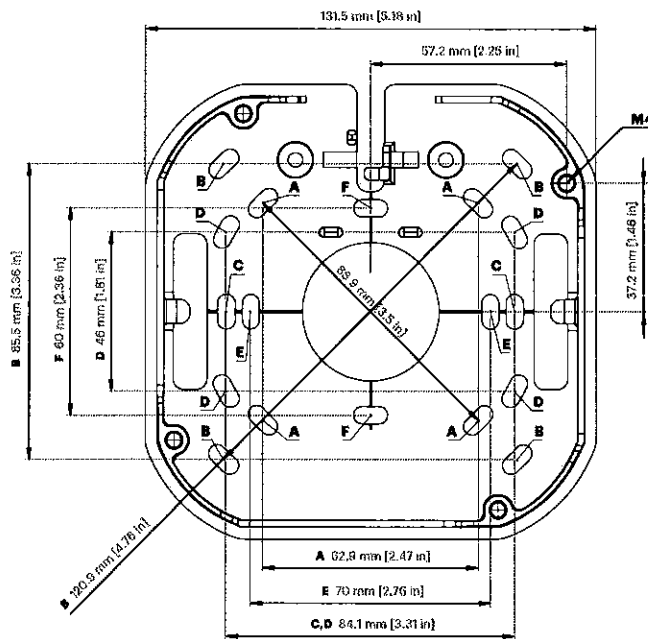
Technical drawings

360, side view



Scale 1:2

Mounting bracket, top view



Scale 1:2

	Designation	Dimension (mm)	Dimension (inch)
A	Octagon	62.9 x 62.9 (88.9 diagonal)	2.47 x 2.47 (3.50 diagonal)
B	4" Square Box	85.5 x 85.5 (120.9 diagonal)	3.36 x 3.36 (4.76 diagonal)
C	Single Gang	84.1	3.31
D	Double Gang	84.1 x 46	3.31 x 1.81
E	EU Ceiling Box	70	2.76
F	EU Outlet Box	60	2.36

Ordering information

Ava Dome

Product ID	Onboard retention	Deployment	Color
360-W-30	30 days	Aware Cloud	White
360-B-30	30 days	Aware Cloud	Black
360-W-60	60 days	Aware Cloud	White
360-B-60	60 days	Aware Cloud	Black
360-W	no	Aware on-prem	White
360-B	no	Aware on-prem	Black

Accessories

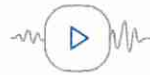
Product ID	Product name	Color
ACC-PEN-CAP-W	Pendant mounting cap	White
ACC-PEN-CAP-B	Pendant mounting cap	Black
ACC-MNT-ARM-W	Wall mount arm	White
ACC-MNT-ARM-B	Wall mount arm	Black
ACC-POL-BRA-W	Pole bracket	White
ACC-POL-BRA-B	Pole bracket	Black
ACC-CRN-BRA-W	Corner bracket	White
ACC-CON-A34-W	Conduit adapter 3/4"	White
ACC-CON-A34-B	Conduit adapter 3/4"	Black
SVCS-CAM-W5YR	5-year total warranty	—



DOME



Fixed IR dome with motorized zoom and focus



Built-in AI video and audio analytics and on-device storage



Versatile, robust and sleek, fit for both the harshest outdoor and discreet indoor setups



Factory-installed certificates backed by a trusted platform module (TPM)



Dynamic resolution up to 4K



NDA-compliant: designed and developed in Norway and the UK, manufactured in Taiwan

Image sensor

8MP (4K) or 5MP

Image sensor size format

1/1.8"

Lens

Focal length: 3.6-10mm

Aperture: $f/1.5$ - $f/2.8$

Remote zoom and focus

P-iris

IR night vision

Automatic night mode

IR-cut filter

IR range: 30m

850 nm IR LED

Minimum illumination in color mode

0.15lux

Field of view

100°-45° Horizontal

53°-25° Vertical

Maximum resolution & Frame rate 8MP

3840x2160@30fps

Maximum resolution & Frame rate 5MP

3072x1728@30fps

Dynamic range

Multi-exposure line-based HDR

Video compression

H.265, H.264, Motion JPEG

Audio

Microphone array (4x microphones)

AI audio event classification

Audio source localization

Security

Factory-installed certificates, No default passwords, Mandatory access authentication

HTTPS/TLS encryption

Network protocols

IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP, ICMP, DHCP, ARP

Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP

Power source

PoE+ (802.3at Type 2)

For installation only: USB-C (1.5A mode)

Power consumption

Typical: 5 W

Max without heater: 13 W

Max with heater: 23 W

Storage

MicroSD, SDXC UHS-I

Connection

802.3ab 10/100/1000 Gigabit Ethernet

USB-C for preview and setup

Installation aid

Electronic leveler

Flexible bracket, mounts to standard back boxes. Refer to technical drawing.

Adjustment range

Pan, Tilt, Azimuth

Impact resistance

IK10 (IEC/EN 62262)

Ingress protection

IP66 (IEC/EN 60529)

Temperature

Operating: -40°C to +50°C

Storage: -40°C to +60°C

Physical characteristics

Dimensions: 152x152x96mm

Weight: 1.2 kg

Body: Aluminum

EMC

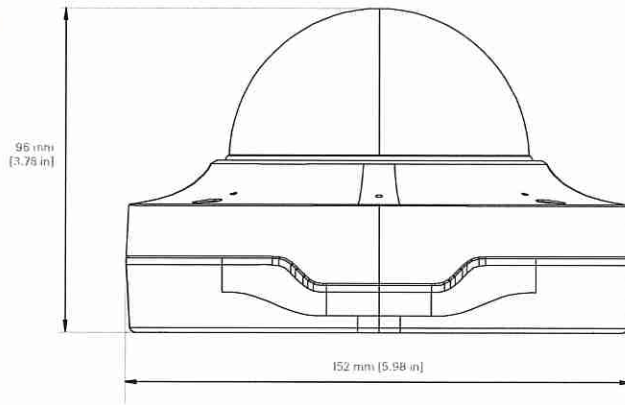
EN 55032, EN 61000-3-2/-3, EN 55024, EN 55035, EN 61000-6-1/-3, EN61000-6-2/-4, FCC Part 15B, ICES-003 Issue 6

Safety

IEC60950-1, IEC62368-1, IEC60950-22, UL/CSA60950-1, UL/CSA 62368-1, UL E164374, NOM-019, IEC62471(IR LED)

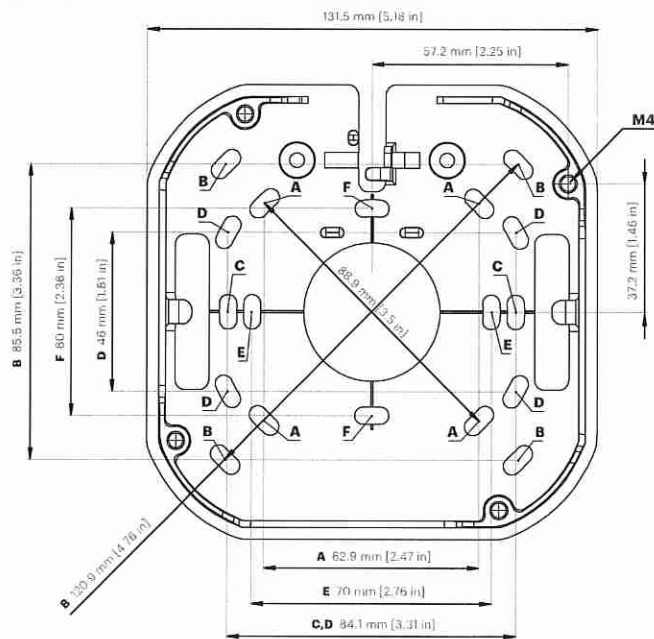
Technical drawings

Dome, side view



Scale 1:2

Mounting bracket, top view



Scale 1:2

	Designation	Dimension (mm)	Dimension (inch)
A	Octagon	62.9 x 62.9 (88.9 diagonal)	2.47 x 2.47 (3.50 diagonal)
B	4" Square Box	85.5 x 85.5 (120.9 diagonal)	3.36 x 3.36 (4.76 diagonal)
C	Single Gang	84.1	3.31
D	Double Gang	84.1 x 46	3.31 x 1.81
E	EU Ceiling Box	70	2.76
F	EU Outlet Box	60	2.36

Ordering information

Ava Dome

PRODUCT ID	RESOLUTION	ONBOARD RETENTION	DEPLOYMENT	COLOR
DOME-W-5MP-30	5MP	30 days	Aware Cloud	White
DOME-B-5MP-30	5MP	30 days	Aware Cloud	Black
DOME-W-5MP-60	5MP	60 days	Aware Cloud	White
DOME-B-5MP-60	5MP	60 days	Aware Cloud	Black
DOME-W-5MP-120	5MP	120 days	Aware Cloud	White
DOME-B-5MP-120	5MP	120 days	Aware Cloud	Black
DOME-W-4K-30	4K	30 days	Aware Cloud	White
DOME-B-4K-30	4K	30 days	Aware Cloud	Black
DOME-W-4K-60	4K	60 days	Aware Cloud	White
DOME-B-4K-60	4K	60 days	Aware Cloud	Black
DOME-W-5MP	5MP	No	Aware on-prem	White
DOME-B-5MP	5MP	No	Aware on-prem	Black
DOME-W	4K	No	Aware on-prem	White
DOME-B	4K	No	Aware on-prem	Black

Ordering information

Accessories

PRODUCT ID	RESOLUTION	COLOR
ACC-PEN-CAP-W	Pendant mounting cap	White
ACC-PEN-CAP-B	Pendant mounting cap	Black
ACC-MNT-ARM-W	Wall mount arm	White
ACC-MNT-ARM-B	Wall mount arm	Black
ACQ-PEN-HEA	Pendant head	White
ACQ-PEN-PIP	Pendant pipe 40cm	White
ACC-POL-BRA-W	Pole bracket	White
ACC-POL-BRA-B	Pole bracket	Black
ACC-CRN-BRA-W	Corner bracket	White
ACC-CRN-BRA-B	Corner bracket	Black
ACC-CON-A34-W	Conduit adapter 3/4"	White
ACC-CON-A34-B	Conduit adapter 3/4"	Black
SVCS-CAM-W5YR	5-year total warranty	-



COMPACT DOME



Fixed lens compact dome with IR



Built-in AI video and audio analytics
and on-device storage



Versatile, lightweight, and fit for discreet
indoor installations



Factory-installed certificates backed by
a trusted platform module (TPM)



High resolution (5MP) and extreme
low light performance (f/1.3)



NDA-compliant: designed and developed in
Norway and the UK, manufactured in Taiwan

Image sensor

5MP (4:3)

Image sensor size format

1/2.7"

Lens

Focal length: 3.2mm

Aperture: *f*/1.3

Fixed focus

IR night vision

Automatic night mode

IR-cut filter

IR range: 10m

850 nm IR LED

Minimum illumination in color mode

0.10lux

Field of view

102° Horizontal

71° Vertical

Maximum resolution & Frame rate

2688x1944@30fps

Dynamic range

Multi-exposure line-based HDR

Video compression

H.265, H.264, Motion JPEG

Audio

Microphone

Audio classification

Security

Trusted Platform Module (TPM 2.0)

Factory-installed certificates

No default passwords

Mandatory access authentication

HTTPS/TLS encryption

Network protocols

IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP, ICMP, DHCP, ARP

Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP

Power source

PoE 802.3af

USB-C, installation only

Power consumption

Typical: 5W

Max: 8W

Storage

2x MicroSD, SDXC UHS-I

Connection

802.3ab 10/100 Ethernet

USB-C for preview and setup

Installation aid

Mount template

Screws and wall plugs included

1/4-20 UNC standardized camera mount thread

Adjustment range

Pan, Tilt, Roll

Temperature

Operating: 0°C to +40°C

Storage: -40°C to +60°C

Physical characteristics

Dimensions: 107x107x64mm

Weight: 280g

EMC

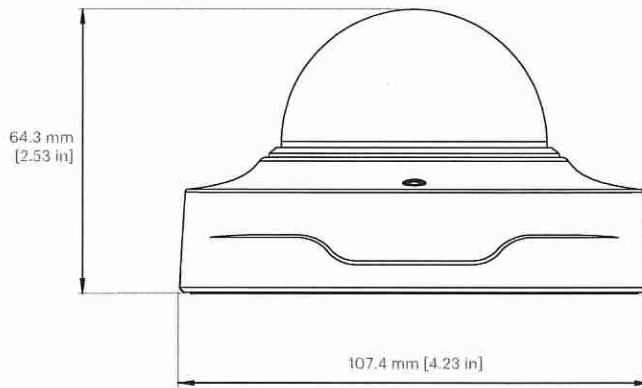
EN 55032, EN 61000-3-2/-3, EN 55024, EN 55035, EN 61000-6-1/-3, EN61000-6-2/-4, FCC Part 15B, ICES-003 Issue 6

Safety

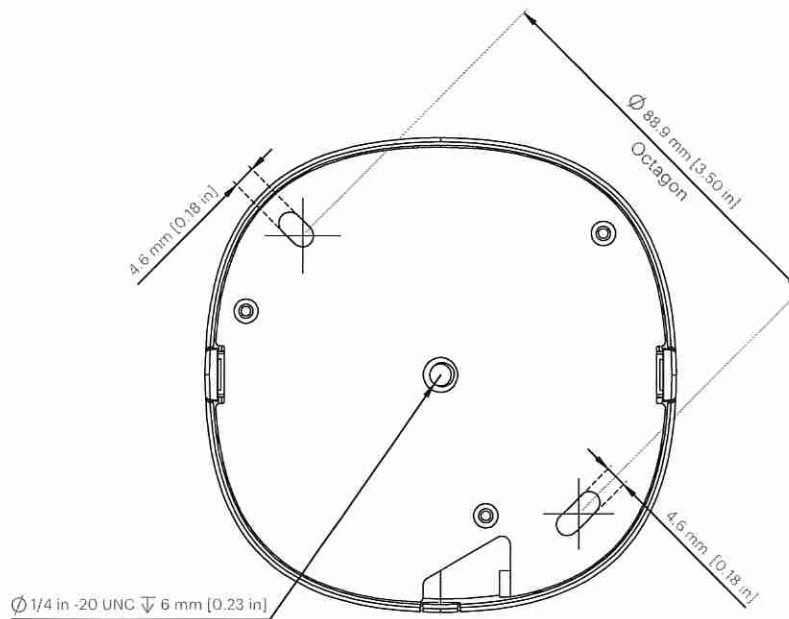
IEC62368-1, UL62368-1, IEC62471

Technical drawings

Side view



Bottom view



Ordering information

Ava Compact Dome

PRODUCT ID	ONBOARD RETENTION	DEPLOYMENT	COLOR
COMPACTDOME-W-5MP-30	30 days	Aware Cloud	White
COMPACTDOME-B-5MP-30	30 days	Aware Cloud	Black
COMPACTDOME-W-5MP-60	60 days	Aware Cloud	White
COMPACTDOME-B-5MP-60	60 days	Aware Cloud	Black
COMPACTDOME-W-5MP-120	120 days	Aware Cloud	White
COMPACTDOME-B-5MP-120	120 days	Aware Cloud	Black
COMPACTDOME-W	No	Aware on-prem	White
COMPACTDOME-B	No	Aware on-prem	Black

Accessories

PRODUCT ID	RESOLUTION	COLOR
ACC-DRO-CEI	Drop Ceiling mount	N/A

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A
LEASE AGREEMENT WITH THE GRAND RAPIDS RIFLE AND PISTOL CLUB

WHEREAS:

1. The Grand Rapids Rifle and Pistol Club currently has a lease on the property located at 1331 Nagel S., Wyoming, Michigan, 49509.
2. Said lease expires on September 19, 2023.
3. The Grand Rapids Rifle and Pistol Club has requested an extension of said lease for one year.
4. A Lease Agreement has been prepared providing for the Lease payments and other terms and conditions of said Lease from September 20, 2023 through September 19, 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Lease Agreement with the Grand Rapids Rifle and Pistol Club.

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 September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Lease Agreement

Resolution No. _____

STAFF REPORT

Date: September 13, 2023
Subject: Renewal of Grand Rapids Rifle and Pistol Club Lease
From: Krashawn Martin, Director of Parks and Recreation
Meeting Date: September 18, 2023

RECOMMENDATION:

It is recommended City Council approve the renewal of lease of property within Marquette Park to the Grand Rapids Rifle and Pistol Club for a one (1) year period ending September 19, 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

The club's purpose is to encourage rifle and pistol shooting; to foster and encourage safe and responsible gun use and ownership through education and otherwise; to provide areas and ranges for the shooting sports; to foster the development of those characteristics of honesty, good fellowship, self-discipline, team play and self-reliance.

The club supports programs for area veterans, students at Grand Valley State University, and more. Their programs provide unique services to the City of Wyoming and the greater Grand Rapids area contributing to our overall economic vitality.

DISCUSSION:

The City of Wyoming has maintained a lease relationship with the Grand Rapids Rifle and Pistol Club since 1956. The current lease expires September 19, 2023. The proposed lease is for one (1) year.

The execution of this lease maintains a relationship of over 60 years ensuring expanded gun safety and leisure programming for residents.

BUDGET IMPACT:

The current year value is \$1,537.74. This revenue was planned for in the Parks and Recreation Department fund FY 2024 budget as approved by City Council.

Attachment:
Lease

LEASE

This Lease made as of September 18, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 - 28th St SW, PO Box 905, Wyoming, MI 49509-0905 ("**City**") and the Grand Rapids Rifle and Pistol Club, a Michigan non-profit corporation, of 1331 Nagel Ave SW, Wyoming, MI 49509, ("**Club**").

RECITALS

A. City owns the real property located within its Marquette Park at 1331 Nagel Ave SW, more fully described as follows (the "**Premises**").

Part of the NW 1/4, Section 2, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the NW corner of Nagel and Marquette Streets; thence North 692 feet along the West line of Nagel Street; thence West 160 feet to the point of beginning; thence South 89°03' West, 200 feet; thence South 150 feet; thence East 200 feet; thence North 150 feet more or less to the point of beginning.

B. Club supports competitive shooting sports in West Michigan for all ages. Club is presently home to the Grand Valley State University Shooting Team, and Club provides a variety of opportunities, including educational programming and special events, (principally September through May) to shoot air rifles, air pistols, hand guns and .22 rifles (but does not permit other rifles or shotguns).

C. Club built and has continuously maintained the structures and other improvements on the Premises and has occupied the Premises continuously since doing so.

TERMS AND CONDITIONS

1. Demise. City leases the Premises to Club and Club leases the Premises from City in accordance with the terms of this Lease.

2. Term. The term of this Lease is 1 year beginning at 12:00 a.m., September 20, 2023 and ending 11:59 p.m. September 19, 2026 (the "**Term**").

3. Rent. Rent for the Premises will be determined and must be paid by Club to the City Treasurer at the above address for the City as follows:

A. Rent for the first year of the Term (September 20, 2023 to September 19, 2024) will be \$1,537.74 One-half that amount (\$768.87) must be paid by October 2, 2023. The remaining one-half of that amount (\$768.87) must be paid by March 20, 2023.

4. Use of Premises. Club will have exclusive use of the Premises and all structures and other improvements on the Premises, subject to other terms of this Lease.

A. All use of the Premises and all persons while on the Premises must comply with all applicable laws, rules, regulations, ordinances, orders of courts or officials of competent jurisdiction, and City policies.

B. The Premises shall be used as an indoor rifle and/or pistol range (for air rifles, air pistols, hand guns and .22 rifles, but not other rifles or shotguns) including activities as described in Recital B with associated club room, office, and restroom use. Any other use will require City's prior written approval.

C. Club will have the right of ingress and egress to the Premises from Nagel Ave SW. City may use the access road and parking area for patrons of Marquette Park and Kimble Field. Club will identify parking areas reserved for Club's exclusive use.

D. Club must not bring onto, use, store or release any hazardous or toxic substances or materials on the Premises except (i) limited quantities of substances reasonably needed to clean and maintain guns used on the Premises, (ii) limited quantities of cleaning supplies, paint and similar materials reasonably needed to maintain the Premises, and (iii) other materials or substances as first permitted in writing by City. Club will be responsible for the release of any hazardous or toxic substance or material on the Premises during the Term or any prior lease term and for actions required under state or federal laws, rules, or regulations

or orders of any state or federal agency as a result of that release.

E. Marihuana, marihuana-infused products, marihuana concentrate or marihuana accessories, as defined in chapter 50 of City's Code of Ordinances must not be possessed, used, transported, stored, delivered, or sold on the Premises by any person.

F. Alcoholic liquor as defined in the Michigan liquor control act, 1998 PA 58, MCL 436.1101 *et seq.*, must not be possessed, consumed, used, transported, stored, delivered, or sold on the Premises by any person.

G. Smoking and vaping are prohibited on the Premises except tobacco smoking or vaping in areas of the Premises that City and Club may agree are acceptable for tobacco smoking.

5. Club Responsibilities. Club will be responsible for the following:

A. Except as otherwise provided in this Lease, Club must maintain and repair the Premises and all structures and other improvements on the Premises. The Premises and all improvements must be maintained to the same general level as Club has previously maintained them, consistent with the level of maintenance and repair and general conditions of Marquette Park.

1. City will maintain the lawn areas on the Premises as City deems necessary and appropriate.

2. City will maintain the grade and pavement of the access road and parking area as City deems necessary and appropriate.

B. Club will be responsible for all snowplowing of the access road to the structures on the Premises and adjacent parking areas.

C. Club must pay all bills for utility services to the Premises, including but not limited to natural gas, electric, water, sanitary sewer, cable, broadband or other internet, telephone or other service to the Premises before the date on which they can no longer be paid without interest, penalty, late payment fee, or threat of shut-off or discontinuance.

D. No additions, alterations, modifications or improvements will be constructed or installed on any building, structure or other improvement on the Premises that exceed \$5,000 in value without City's prior written approval. All additions, alterations, modifications or improvements will comply with applicable construction codes, including the obtaining any required permits and inspections. The City will not unreasonably withhold approval.

E. Club must not discriminate against an (i) employee, (ii) applicant for employment, (iii) member, (iv) applicant for membership, or (v) member of the public with respect to (a) hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, (b) Club membership or service as a Club director or officer, or (c) access to or use of any part of the Premises because of race, color, religion, national origin, age (except for those who are minors), sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, or any other applicable state or federal statute, rule or regulation).

F. Club and its directors, members, officers and employees have not engaged in and must refrain from: (i) holding or acquiring an interest conflicting with this Lease; (ii) engaging in an act creating an appearance of impropriety regarding this Lease; (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, except its employees and consultants, any consideration contingent upon this Lease. No Club director, officer, member, or employee is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed City officer or board/commission member except as already disclosed in writing to City. Club will immediately notify City of any change in these standards.

G. If due to this Lease or Club's occupancy or use of the Premises, the Premises, any part of the Premises or any property on or within the Premises, is subject to real or personal property taxes or payments in lieu of real or personal property taxes, such as the lessee/user tax (*e.g.*, under MCL 211.181

et seq.), Club must pay all amounts due.

H. Club must always maintain its non-profit status under Michigan law.

6. Risk Allocation.

A. City (defined for all purposes of this section of this Lease to include City officers, employees and volunteers) has no responsibility to insure the Premises or any buildings, structures or other improvements on or to the Premises or any personal property in or on the Premises for any liability or any casualty or other loss. City has no responsibility to insure Club, Clubs directors or officers, Club's employees or volunteers, or Club's members for any liability or loss.

B. Club is solely responsible for the acts, omissions and statements of Club, Club's directors and officers, Club's employees and volunteers, Club's members, and any persons on the Premises due to Club or Club's activities.

C. Club will hold City harmless from, indemnify City for, and defend City against any demand, claim, lawsuit, arbitration, administrative proceeding, or any loss due to Club's occupancy or use of or activities on the Premises, except as wholly caused by the City's negligence or wrongdoing.

D. Club shall obtain and maintain insurance meeting the following requirements.

1. Fire, casualty, and extended coverage insurance on the building or structure erected on the Premises. In addition, Club must maintain debris removal insurance coverage in an amount equal to 25% of the insured value of the buildings and structures on the Premises in a form approved by City's attorney.

2. General liability insurance in a minimum coverage amount of \$2,000,000 per occurrence.

3. All insurance must carry an endorsement stating the following shall be additional insureds: (i) City of Wyoming, (ii) all elected and appointed City officers, (iii) all City employees, volunteers, and agents, (iv) all City boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

4. Coverage afforded as an additional insured must be primary and any insurance City may have in effect shall be considered secondary and/or excess.

5. At the beginning of the term and annually thereafter or upon any change to coverage, Club must provide City copies of all certificates of insurance and endorsements showing the coverage to be in place and, if requested, copies of the applicable insurance policies.

6. The insurance must show City as a certificate holder to be notified not less than 30 day before any termination or material change in any policy or coverage.

7. Termination.

A. This Lease will terminate when any of the following occurs:

1. The expiration of the Term;

2. Club's voluntary surrender of the Premises; or

3. Club's failure to comply with any of the terms and conditions of this Lease. City must notify in writing of the noncompliance and, except for (i) repeated failure to comply with any term, (ii) noncompliance with a term for which corrective action is not reasonably possible, (iii) noncompliance with a term that could subject City to liability or a criminal or administrative proceeding, Club will have 30 days to correct said that noncompliance. If the noncompliance puts persons or property at imminent risk of injury, damage or loss, City may take corrective action and bill Club for City's costs (including, any payments made by City and costs of any personnel or in-kind services by City) to do so. Club must pay such costs within 30 days of the date of City's invoice to Club for those costs.

B. Upon termination, Club may remove from the Premises all Club's furniture, equipment and other property specifically related to Club's activities on the premises (except fixtures, e.g. lighting fixtures,

HVAC, water heater, plumbing, etc.).

C. Upon termination of this lease by Club’s voluntary surrender of the Premises or due to Club’s noncompliance with a term of this Lease the building, structures and other improvements on the Premises will be City property and Club will cooperate in providing documents reasonably needed to confirm this status.

D. Upon termination of this Lease by expiration of the Term, City will pay Club the fair market value of the buildings and/or improvements which Club constructed, installed or made upon the Premises and Club will convey them to City. If City and Club cannot agree on the fair market value, the parties shall select an appraiser qualified to appraise commercial property in Michigan to appraise the premises or the building and/or improvements to set a fair market value. If the parties cannot agree upon the selection of an appraiser, they will each select an appraiser and those two appraisers will select a third appraiser for the appraisal. The sale or purchase of any improvements under this subsection shall be subject to the requirements of the Wyoming City Charter.

8. Non-Assignable. Club may not assign this Lease or any of Club’s rights or obligations under this Lease without City’s prior written consent.

9. Sale of Premises. If City decides to sell the Premises, Club will have the first option to purchase the Premises at a fair market value determined by an appraisal as described in subsection 7.D. That option must be exercised within 60 days after receipt of a notice of City’s intent to sell the Premises.

10. Notices. All notices required under this Lease must be given either in person or by first class mail, postage prepaid, to the required post office address of the respective parties. Notices to Lessor shall be sent to: City Manager, City of Wyoming, 1155 - 28th St SW, PO Box 905, Wyoming, MI 49509-0905. Notices to Club shall be sent to: Grand Rapids Rifle and Pistol Club, PO Box 9462, Wyoming, MI 49509-9462. Alternatively, notices may be sent electronically by e-mail to an e-mail address provided by City and an e-mail address provided by Club. Electronically sent notices will be made when receipt is acknowledged by the recipient.

11. General Provisions.

A. Reference to any City or Club officer, employee or group of officers or employees by position includes that officer’s, employee’s or group’s superiors and designees. Any designees shall be designated in writing.

B. This Lease is the entire agreement between the parties regarding to its subject matter. This Lease may not be amended or modified except in writing signed by both parties. It will not be affected by any course of dealing and the waiver of a breach shall not constitute a waiver of a later breach of the same or another provision. The captions are for reference only and will not affect the interpretation of this Lease, but the recitals are an integral part of this Lease. This Lease was made in Kent County, Michigan and it shall be governed by and interpreted in accordance with Michigan law.

C. To the extent permitted by law, the jurisdiction and venue for any action brought under this Lease shall be solely in the state courts in Kent County, Michigan and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its costs, including, without limitation, actual, reasonable filing fees, legal fees, expert fees, discovery expenses and other costs incurred to investigate and litigate that claim.

Authorized representatives of the parties have signed this Contract as of the date first written above.

CITY OF WYOMING

GRAND RAPIDS RIFLE AND PISTOL CLUB

By: _____
Kent Vanderwood, Mayor

By: _____
Cameron Zwart, President

By: _____
Kelli A. VandenBerg, Clerk

Date signed: _____, 2023

By: _____
Leroy McCormick, Secretary/Treasurer

Date signed: _____, 2023

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF A WINDSTORM BLOWER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Woodland Commercial Equipment for the purchase of one windstorm blower using Sourcewell contract pricing in the total estimated amount of \$10,705.00.
2. Funds are budgeted in account number 208-752-75600-984.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of one windstorm blower from Woodland Commercial Equipment.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The City Council waives the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Quote

STAFF REPORT

Date: September 5, 2023
Subject: Parks and Recreation Equipment Replacement
From: Tim Montgomery, Parks Foreman
CC: Krashawn Martin, Director of Parks and Recreation
Meeting Date: September 18, 2023

RECOMMENDATION:

It is recommended City Council authorize the purchase of a new stand on blower from Woodland Equipment for park maintenance at the cost of \$10,705 through a Sourcewell contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city. The purchase of a new stand on blower supports critical maintenance needs in the park system.

DISCUSSION:

The Wyoming Parks and Recreation department works collaboratively with Fleet services to utilize cooperative purchasing agreements, when possible, to purchase equipment and vehicles. For the windstorm blower, we identified three SCAG authorized dealers in the area who provided Sourcewell contract pricing.

The three quotes received are as follows:

Woodland Equipment:	\$10,705.00
Great Lakes Snow, Ice & Equipment:	\$10,705.00
Caledonia Rent-All:	\$10,705.00

It is recommended that the City purchase one windstorm blower from Woodland Equipment using the Sourcewell contract pricing in the amount of \$10,705. Woodland Equipment has the equipment in stock for immediate purchase and allowed City staff to demo the equipment at no cost.

The clearing and mulching of leaves during the fall season is important to the upkeep and maintenance of the park system. The windstorm blower will significantly reduce staffing hours during the fall months and improve efficiencies.

BUDGET IMPACT:

Funds are budgeted for this equipment replacement in capital account number 208-752-75600-984.000

Attachment(s):

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:

WOODLAND COMMERCIAL EQUIPMENT
(Name of contracting entity)
A MICHIGAN LLC
(State and type of entity, e.g., corporation, limited liability company, etc.)
1622 LAKE MICHIGAN DR NW
(Contractor's street address)
GRAND RAPIDS, MI 49534
(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: AUG 22 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

Company

By: _____
Kent Vanderwood, Mayor

By: Brian Winkler
(Signature officer, director or principal of Contractor)
BRIAN WINKLER
(Typed/Printed Name & Title of Person Signing for Contractor)

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 8/28, 2023

Date signed: _____, 20__

Approved as to form:

Scott G. Smith

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications.

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

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

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

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

8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City

Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Governing Law. This contract is governed in by and is to be interrupted according to Michigan law. The parties agree that the state courts in Kent County, Michigan shall have exclusive jurisdiction for any disputes or claims arising from this contract.

EXHIBIT B



1622 Lake Michigan Drive NW
 Grand Rapids, MI 49534
 www.WoodlandCE.com
 (616) 677-LAWN (5294)

Open Ticket / In Progress 80655

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. No returns on electrical parts. All accounts are net 30 days.

Bill To				Ship To		
City Of Wyoming 1155 28th St Wyoming, MI 49509						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
19314			(616) 540-7009		Estimate	WINDSTORM
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
MIKE	MIKE	08/14/23	80655			Inside Counter Sales

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
SC6600P	SCAW	WINDSTORM BLOWER WS23-37BV-DFI	1		1	\$13,381.00	\$10,705.00	\$10,705.00

Note

>>> SPECIAL MUNICIPAL PRICING FOR CITY OF WYOMING >>>
 >>> SCAG SOURCEWELL CONTRACT NUMBER - 031121-SCG <<<

Invoice Total	\$10,705.00
Sales Tax	\$0.00
Grand Total	\$10,705.00

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. No returns on electrical parts. All accounts are net 30 days.

Notes:		Customer acknowledges receipt thereof:
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RESOLUTION NO. _____

RESOLUTION TO APPROVE ADDITIONAL DESIGN AND CONSTRUCTION
ADMINISTRATION COSTS FOR THE 54TH STREET, CLYDE PARK TO US-131
(MEIJER ACCESS DRIVE) PROJECT

WHEREAS:

1. The City of Wyoming received funding from the Michigan Department of Transportation (MDOT) for the reconstruction of 54th Street from Clyde Park to US-131 including a new entrance into Meijer.
2. On December 20, 2021, per Resolution No. 27225, the City awarded a contract to Progressive AE to provide design and construction administration services for this project in the amount of \$85,600.
3. The project is now substantially complete but additional services were required adding an increase of \$26,352.50 to the project total.
4. Funds are available in the Major Street Fund Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby approves additional design and construction administration services for the 54th Street, Clyde Park to US-131 (Meijer Access Drive) Project in the amount of \$26,352.50.

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 September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Change Request

Resolution No. _____

STAFF REPORT

Date: September 11, 2023

Subject: Progressive AE Additional Cost – 54th Street, Clyde Park to U-131 (Meijer Access Drive) Project

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: September 18, 2023

RECOMMENDATION:

It is recommended that the City Council approve additional design and construction administration services for the 54th Street, Clyde Park to US-131 (Meijer Access Drive) Project in the amount of \$26,352.50.

COMMUNITY, SAFETY, STEWARDSHIP:

The project will improve progression of vehicles along the 54th Street corridor and reduce delays west of US-131 by Meijer. The improvements will reduce pollution and vehicular delay and will improve safety and access to local businesses.

DISCUSSION:

The current Grand Valley Metro Council Area Transportation Improvement Plan (TIP), awarded the City of Wyoming funding for the reconstruction of 54th Street from Clyde Park Avenue to US-131, including constructing a new entrance drive into Meijer. The new access drive and reconfiguration of 54th Street improves efficiency and safety for vehicles in the area. Progressive AE is providing design and construction administration services for the project. Changes in project scope, complexity and duration required additional design and construction administration services. Additional costs are summarized as follows:

- Original Amount: \$85,600.00
- Previously Approved Change: \$6,841.25
- Current Requested Change: \$26,352.50
- Total Revised Contract Amount: \$118,793.75

BUDGET IMPACT:

Sufficient funds are available in the Major Street Fund Account No. 202-441-46300-972.502.

Change in Service Request



Project Name: 54th Street – Transportation Engineering Services
Date: August 29, 2023

Project Number: 71740012

TO:

Name:	Mr. Russ Henckel, City of Wyoming Engineer
Address:	City of Wyoming 2660 Burlingame Avenue SW Grand Rapids, MI 49509

CHANGES IN SCOPE from Approved Contract Amount:

1. Chick-fil-A coordination tracking, per email dated March 22, 2023 (Previously invoiced hourly and paid): ADD: \$6,841.25; Total of 58.25 Hours
2. To capture HMA adjustments due to failed ranges, additional paperwork / documentation was necessary for Contract Modifications #1 and #3. Total HMA adjustments tracked -\$20,073.99 for CM 001 and 003 ADD: \$3,485.00; Total of 20.5 Hours
3. Re-working of proposed surface in CAD due to lost feature lines / elements: DEDUCT: \$3,845.00; Total of 36.75 Hours
4. Construction Administration efforts for June and July (Invoice pending for June and July following approval): ADD: \$9,237.50; Total of 70.25 Hours – billed Hourly <ul style="list-style-type: none"> - Prepare Contract Modifications #2, #3, #4, and #5 - Prepare Work Orders 6 and 7 - Perform as-built survey and prepare as-built drawings. - Provide CAD for Meijer for project – for mowings and project records. - Prepare Pay Estimates for Contractor payment. - Turf restoration correspondence and reconciliation plans. - Continuing SESC inspections / reports until site is closed.
5. Construction Administration efforts for August – November (Estimated for 4 months): ADD: \$8,000 (Estimated) – to be billed Hourly
6. Irrigation repair invoice: ADD: \$9,475 (\$8,615.82 + 10% Overhead and Profit)

IMPACT TO SCHEDULE:

Contract to be extended to coincide with end of Construction Contract plus one (1) month for project closeout. Construction Contract with K&R currently through November 30, 2023.

FEE INCREASE:

Proposed Fee Increase	\$	\$33,193.75
Current Approved Construction Administration (Hourly) Estimate Amount	\$	\$85,600.00
Proposed Revised Contract Amount	\$	\$118,793.75

If you agree to the above proposed scope change, please sign below and return this form via email or FAX to:

Progressive AE Project Manager:	Christopher Zull PE
FAX No:	616/361-1493
Email:	zullc@progressiveae.com

Upon receipt of signature, we will invoice the tracked professional services.

Thank you.

Change in Service Request



Project Name: 54th Street – Transportation Engineering Services
Date: August 29, 2023

Project Number: 71740012

AGREED TO BY:

CITY OF WYOMING

(Signature)

(Printed Name and Title)

(Date)

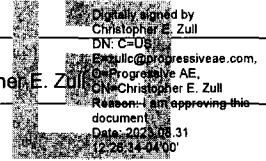
PROGRESSIVE AE

(Signature)

(Printed Name and Title)

(Date)

Christopher E. Zull



RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE
EMERGENCY REPLACEMENT OF THE DIVISION AVENUE WATERMAIN
AND EMERGENCY VALVE REPAIR ON BURLINGAME AVENUE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency replacement of the Division Avenue watermain under Plaster Creek and work related to emergency valve repair work on Burlingame Avenue.
2. It is also recommended City Council authorize payment to Dykema Excavators Inc. in the total amount of \$451,065.66.
3. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency replacement of the Division Avenue watermain and emergency valve repair on Burlingame Avenue.
2. The City Council authorizes payment to Dykema Excavators Inc.
3. The City Council approves the budget amendment.
4. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Budget Amendment
- Staff Report
- Invoice

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: September 18, 2023

Budget Amendment No. 025

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$140,000 of budgetary authority for emergency repairs to the Division Avenue watermain.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
General Government - Public Works - Transmission and Distribution - Mains				
591-441-56200-930.000	\$ 150,000.00	\$ 140,000.00	-	\$ 290,000.00
		\$ -	-	\$ -
Fund Balance/Working Capital (Fund 591)		<u>\$ -</u>	<u>\$ 140,000.00</u>	

Recommended: Jodi Yencnar
Finance Director

John R.
City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: August 23, 2023

Subject: Authorize Payment for Emergency Division Avenue Watermain Replacement and Burlingame Avenue Valve Work

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

CC: Myron Erickson, Director of Public Works

Meeting Date: September 18, 2023

RECOMMENDATION:

It is recommended the City Council authorize the payment of \$451,065.66 to Dykema Excavators for work related to the emergency replacement of the Division Avenue watermain under Plaster Creek and for work related to emergency valve repair work on Burlingame Avenue, and approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

Emergency repairs of water infrastructure are necessary to provide safe, clean water to residents and ensure adequate fire protection exists.

DISCUSSION:

Division Avenue Watermain Replacement

On June 6, 2023, a significant leak was discovered in the Division Avenue watermain that runs under Plaster Creek. Several local contractors were called immediately for assistance with the repair due to the work being extensive and beyond our equipment capabilities. Dykema Excavators was the first to respond, and they were able to start on it promptly. Emergency repairs were authorized by the City Manager at that time.

The watermain was cut and capped on both sides of the creek to allow for isolation of the section that needed to be replaced. This allowed for all residents and businesses to have water while the replacement was being completed and gave access points to test and chlorinate the new section. Sheeting was installed across the creek to block the flow, and it was bypassed using large pumps. This was necessary to access the existing watermain for assessment and to provide a staging area where the new watermain could be installed.

Once access to the watermain was obtained, it was determined that external corrosion caused a 4” hole in



the watermain. Other sections of the pipe were exhibiting signs of significant corrosion as well. Replacing the entire section of watermain under the creek with poly wrapped ductile iron pipe was deemed the best solution to prevent future watermain breaks in the creek. Dykema Excavators successfully installed a new section of watermain with poly wrap and installed two new isolation valves. The new watermain was put into service on July 6, 2023. All other restoration work has been completed.

Burlingame Avenue Valve Work

In early February of 2022, a leaky 24" valve that connected a water transmission main to a distribution main was discovered on Burlingame Avenue, south of Gezon Parkway. Repair of this valve was beyond the capabilities of Public Works staff and equipment, and Dykema Excavators was retained and authorized by the City Manager to complete the emergency repair. Dykema Excavators never billed the City for this work subsequent to the repair. This error was discovered by their auditors at the same time the work for the Division Avenue watermain repair was being conducted. The total amount for this emergency valve repair work is \$10,495.23.

BUDGET IMPACT:

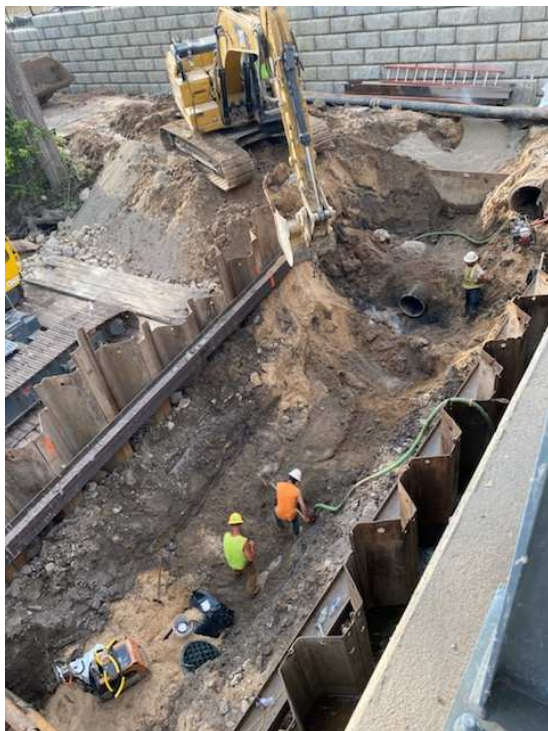
The total amount for the described work is \$451,065.66. Of this amount, \$302,408.65 must be paid out of fiscal year 2023, since some of the work occurred in or must be attributed to the 2023 fiscal year. The remaining \$138,161.78 will be paid out of the 2024 fiscal year. A budget amendment is not needed for the fiscal year 2023 work; however, one is needed for the 2024 fiscal year work.

Pending approval of the budget amendment, sufficient funds exist in the 591-441-56200-930.000, Water Fund, Public Works, Transmission and Distribution Mains Account.

Attachments:

Invoice

Budget Amendment



Dykema Excavators Inc.

Date: 7/17/2023

Project: Wyoming Water Main Repair

Plan Date:

Item	Quantity	Unit	Unit Price	Amount
Burlingame Repair				
Foreman Labor	32	hr	\$ 90.00	\$ 2,880.00
Labor	48.5	hr	\$ 64.00	\$ 3,104.00
Operator	6	hr	\$ 77.00	\$ 462.00
Cat 336	3	days	\$ 976.00	\$ 2,928.00
			Labor/Equipment Total	\$ 9,374.00
Material	1	lump	\$ 1,019.30	\$ 1,019.30
			10%	\$ 101.93
			Material Total	\$ 1,121.23
			Burlingame Total	\$ 10,495.23
Plaster Creek Repair- June				
Foreman Labor	91	hr	\$ 108.00	\$ 9,828.00
Labor	268	hr	\$ 77.00	\$ 20,636.00
Operator	59	hr	\$ 93.00	\$ 5,487.00
Cat 323	3	week	\$ 4,720.00	\$ 14,160.00
JD 644	2	week	\$ 3,000.00	\$ 6,000.00
Kubota 420	3	week	\$ 920.00	\$ 2,760.00
Kenworth Lead with Operator	1.5	hr	\$ 160.00	\$ 240.00
Kenworth Triaxle with Operato	9	hr	\$ 135.00	\$ 1,215.00
			Labor/Equipment Total	\$ 60,326.00
Material/ Subcontractors				
ETNA	1	lump	\$ 126,065.17	\$ 126,065.17
Pitch (PortaJon)	1	lump	\$ 110.00	\$ 110.00
Protec (Trench Box)	1	lump	\$ 584.06	\$ 584.06
King Companies	1	lump	\$ 90,000.00	\$ 90,000.00
Coit Ave Gravel	1	lump	\$ 1,940.81	\$ 1,940.81
Sand	163	cyd	\$ 7.70	\$ 1,255.10
Fill Hauled Out (dump fee)	40	cyd	\$ 3.00	\$ 120.00
			Material Subtotal	\$ 220,075.14
			10%	\$ 22,007.51
			Material Total	\$ 242,082.65
			June Total	\$ 302,408.65

Dykema Excavators Inc.

Date: 8/31/2023

Project: Wyoming Water Main Repair

Plan Date:

Plaster Creek Repair- July

Foreman Labor	62.5 hr	\$	108.00	\$	6,750.00
Labor	237 hr	\$	77.00	\$	18,249.00
Operator	79 hr	\$	93.00	\$	7,347.00
Cat 323	2 week	\$	4,720.00	\$	9,440.00
JD 644	1 week	\$	3,000.00	\$	3,000.00
Kubota 420	1 week	\$	920.00	\$	920.00
Cat 257 skid steer	11 hr	\$	131.00	\$	1,441.00
Lead with Operator	10 hr	\$	160.00	\$	1,600.00
Train with Operator	2 hr	\$	185.00	\$	370.00
			Labor/Equipment Total	\$	49,117.00

Material/ Subcontractors

ETNA	1 lump	\$	1,357.15	\$	1,357.15
EJ	1 lump	\$	1,640.44	\$	1,640.44
Give Em a Brake	1 lump	\$	5,210.52	\$	5,210.52
King Companies	1 lump	\$	22,375.00	\$	22,375.00
L&O	1 lump	\$	22,740.00	\$	22,740.00
Superior Asphalt	1 lump	\$	7,404.00	\$	7,404.00
AIS	1 lump	\$	6,717.86	\$	6,717.86
Fuel for Pumps	300 gallon	\$	4.40	\$	1,320.00
Deversified Dewatering	1 lump	\$	6,900.00	\$	6,900.00
Pitch (PortaJon)	1 lump	\$	110.00	\$	110.00
Protec (Trench Box)	1 lump	\$	1,223.24	\$	1,223.24
Sanisweep	1 lump	\$	247.50	\$	247.50
White Cap (seed and straw matting)	1 lump	\$	1,260.19	\$	1,260.19
Sand	100 cyd	\$	7.70	\$	770.00
Gravel	26 ton	\$	20.15	\$	523.90
Screened Topsoil	40 cyd	\$	19.75	\$	790.00
Fill Hauled Out (dump fee)	120 cyd	\$	3.00	\$	360.00
			Material Subtotal	\$	80,949.80
			10%	\$	8,094.98
			Material Total	\$	89,044.78

July Total \$ 138,161.78

Plaster Creek Total \$ 440,570.43

Burlingame Total	\$	10,495.23
Plaster Creek Total	\$	440,570.43
Total	\$	451,065.66

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FOR
EMERGENCY INSTALLATION OF A 20” WATERMAIN VALVE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quotation from _____ for emergency installation of a 20” watermain valve on 44th Street in the total estimated amount of \$ _____.
2. A budget amendment is required for this project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quotation from _____ in the total estimated amount of \$ _____.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council approves the budget amendment.
4. The City Council waives 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment - Pending
Staff Report

STAFF REPORT

Date: September 13, 2023

Subject: 44th Street Watermain Valve Installation

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

CC: Myron Erickson, Director of Public Works

Meeting Date: September 18, 2023

RECOMMENDATION:

It is recommended the City Council authorize the installation of a 20” watermain valve on 44th Street on a time and material basis and approve the necessary budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

Watermain valves that operate properly allow Public Works staff to isolate and control pipe sections that need to be shut down for repairs. Properly working valves also minimize the number of customers that are affected when a watermain break occurs.

DISCUSSION:

On Monday, August 21, Public Works staff attempted to install a 20” valve on a watermain west of the intersection of 44th and Burlingame. The work did not go as planned due to inaccurate main location records and discovery of unknown utilities. An unidentified water service consisting of a variety of materials (white pvc, galvanized, and blue plastic) was discovered and replaced. The watermain itself was found to be deeper and in a different location than was thought. These conditions are outside the scope of what City equipment could work at, so the location was subsequently backfilled and paved.

This valve is important since we cannot get good shutdown of this watermain, and if we had a break in this area (like the large one we had in 2017), many people would be without water for a long period of time. Additionally, it is important that this work be done before asphalt plants close later this fall, meaning we cannot wait for the October 2 meeting to award this work.

Staff solicited quotations from multiple contractors who have successfully completed watermain projects for the City. Due to the complexity, unknown site conditions, and prevalence of other work, most contractors declined to provide a quotation. Staff were able to meet with two contractors, one of which provided a quotation as of the date of this staff report. Staff expect to receive the other quotation by Monday, September 18, at which time a formal award recommendation will be provided to Council.

BUDGET IMPACT:

A budget amendment will accompany the formal award request at the Monday, September 18, 2023 City Council meeting.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF DE-ICING SALT

WHEREAS:

1. As detailed in the attached staff report, the City cooperatively purchases de-icing salt with the Kent County Road Commission, and the cities of Grand Rapids, Kentwood, Walker and other smaller regional agencies.
2. It is recommended City Council authorize the purchase of de-icing salt from Compass Minerals America Inc. at a cost of \$68.40 per ton.
3. Funds are budgeted in account numbers 202-441-47800-740.000 and 203-441-47800-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of de-icing salt from Compass Minerals America Inc.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: September 11, 2023

Subject: Approve the Purchase of De-icing Salt from Compass Minerals

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

Date of Meeting: September 18, 2023

RECOMMENDATION:

The Public Works Department recommends that the City Council authorize the purchase of a maximum of 5,200 tons of de-icing salt from Compass Minerals at a unit price of \$68.40 per ton, in cooperation with the Kent County Road Commission and other local agencies.

COMMUNITY, SAFETY, STEWARDSHIP:

De-icing salt is cooperatively purchased with regional agencies to obtain the best pricing. It is applied using modern application technology to minimize its impact on the environment yet still provide for motorist safety.

DISCUSSION:

The City purchases de-icing salt as a cooperative purchase with the Kent County Road Commission, City of Grand Rapids, City of Kentwood, City of Walker and other smaller regional agencies. Compass Minerals provided the low bid for 2023-2024 at \$68.40 per ton, a decrease of 3.1% from 2022. Historical salt cost and increase/decrease information is presented below.

Season	Cost Per Ton (\$)	Percentage Increase/Decrease
2012-2013	63.20	-0.5 %
2013-2014	64.77	2.5 %
2014-2015	66.62	2.9 %
2015-2016	66.63	0.0 %
2016-2017	50.40	-32.2 %
2017-2018	45.43	-11.0 %
2018-2019	69.06	52 %
2019-2020	79.38	14.9 %
2020-2021	76.98	-3.0 %
2021-2022	68.04	-11.6 %
2022-2023	70.59	3.7%
2023-2024	68.40	-3.1%

Over the past 5 years, Wyoming has used an average of 4,300 tons of de-icing salt per winter season, ranging from approximately 2,530 to 6,146 tons per year depending on the severity of the season. The purchasing agreement with Compass Minerals requires that Wyoming purchase a minimum of 3,200 tons and allows Wyoming to purchase up to 5,200 tons of de-icing salt for this season. The City currently has approximately 4,000 tons of de-icing salt in storage and, with the flexibility afforded through this cooperative purchase, should have access to sufficient de-icing salt for this winter season.

Estimated maximum usage for the coming winter season is 5,200 tons of de-icing salt for a total estimated cost of \$356,000.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Major Street and Local Street Winter Maintenance Accounts, 202-441-47800-740.000 and 203-441-47800-740.000.

ATTACHMENTS:

Purchase Agreement – Compass Minerals
KCRC Bid Tabulation

Bulk Rock Salt Contract

This Bulk Rock Salt Contract is made as of June 18, 2023, between the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509-0905 (**City**) and Compass Minerals America, Inc., a Delaware corporation of 9900 W 109th St, Ste 100, Overland Park, KS 66210 (**Contractor**).

1. The Contract. In addition to this document, the following documents are part of and incorporated by reference into this Contract, and together with this Contract, comprise the **Contract Documents**.

- A. Specifications for Contract #23-60: Bulk Rock Salt, issued by the Kent County Road Commission.
- B. Invitation to Bid issued by the Kent County Road Commission for Contract #23-60: Bulk Rock Salt and accompanying Instructions to Bidders.
- C. The Bid submitted by Contractor for Kent County Road Commission Contract #23-60: Bulk Rock Salt, including the previously mentioned documents, and accompanying materials certification, certificate of liability insurance, and certificate from the Corporations, Securities & Commercial Licensing Bureau of the Michigan Department of Licensing and Regulatory Affairs certifying that Contractor is a Delaware corporation authorized to transact business in Michigan, Delaware corporate documents, an IRS W-9 form, Contractor's Credit Information, a product data sheet, and safety data sheets.
- D. Contract #23-60 between the Board of County Road Commissioners of the County of Kent and Contractor, dated June 27, 2023.

2. Bulk Rock Salt Purchase and Delivery.

A. Pursuant to the Kent County Road Commission Contract #23-60, City will purchase by a purchase order issued not later than August 31, 2023, not less than 80% of 4,000 tons of Rock Salt "CC" Grade (Michigan Department of Transportation specifications) ("Product") for the 2023-24 winter season at \$68.40 per ton and to commence receiving deliveries no later than December 31, 2023. City will have the right to order and Contractor shall deliver up to 30% more of the specified quantity of product (*i.e.*, up to 30% over 4,000 tons) at that same price.

B. In accordance with the Contract Documents, Contractor shall deliver that product to City's Public Works salt storage facilities at:

2660 Burlingame SW
Wyoming, MI 49509
Destination #: H763548
Delivery Lead Time: 5 days
Deliver w/o/Equipment

Depot: Ferrysburg
Product: BULK HIGHWAY COARSE
W/YPS (6615)
Mode of Transport: DUMP (end or bottom)
Distance: 37.2 Miles

C. Scheduling of deliveries shall be made with contact with Jay VanDyke, Assistant Director of Public Works – Maintenance, (616) 228-6466, jay.vandyke@wyomingmi.gov.

D. All Product supplied under this Contract shall be subject to the inspection and approval of City or its representative, and if any material or labor supplied is rejected by City or its representative as defective or unsuitable, then such rejected Product shall be removed and replaced with approved material, to the satisfaction and approval of City or its representative at Contractor's cost and expense.

E. Contractor shall have at least 50% of the Product amounts requested by City available for delivery by October 1 and shall deliver any early fill requirements by November 1 of each Contract year. There are no early delivery requirements for the 2023-24 contract year.

3. Payment. In consideration, City will make such payment or payments to Contractor and upon such terms and conditions as are provided in the Contract Documents.

4. Contract Requirements.

A. City, like the Kent County Road Commission, will be considered the "Most Favored Customer" regarding Product purchased in Kent County.

i. City expects prices for Product delivered to City and not to exceed those prices bid to counties adjacent to Kent County which are further from Contractor's source (such as delivering Product from a dock on the west side of the state, going through Kent County to a county to the east at a lower cost per ton). If it is discovered that those prices are less than City's, City reserve the right to pay based on the lowest price quoted to or any of those counties.

ii. If Contractor bids Product to any other public entity within Kent County, during the term of the contract, and the awarded price for the public entity is less than the price quoted City, City reserves the right to take the same price bid

to that public entity.

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

- i. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position
- ii. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation and as applicable, 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, and orders issued pursuant to those statutes.

C. Contractor (including its directors, members, partners, officers and employees) has not (i) attempted or appeared to influence an elected or appointed City officer or employee by a direct or indirect offer of anything of value, or (ii) paid or agreed to pay any person, other than its employees and consultants, any consideration contingent upon the award of this contract. No owner, director, officer, member, partner, or key employee of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another City officer or board/commission member except as already disclosed in writing to City. Contractor will immediately notify City of any change in this statement.

5. Contract Dates. This contract will be for a 1-year period and will commence with the issuance of the contract and purchase orders. This will be effective beginning **September 1, 2023**, and will go through **August 31, 2024** subject to extension in connection with any extension of Contract #23-60 pursuant to Section 7 thereof... Quantities may be adjusted or changed as needed for each contract year with the issuance of a new purchase order.

6. Additional Work. If City wishes Contractor to provide additional services or quantities in addition to those specified in this Contract, the parties shall agree upon the price for such additional work before work is begun.

7. Time is of the Essence. Time is the essence of this Contract. Contractor shall ensure its completion in accordance with its schedule and/or completion dates. If Contractor fails to do so, City shall have the right to withhold any unpaid part of the contract price until such work is completed and shall further have the right to proceed in court for civil damages occasioned by such delay.

8. Non-assignment. Contractor shall not let, assign or transfer this Contract or any interest in it or any part of it without consent of the Board as such term is defined in Contract #23-60.

9. General Provision. This agreement Contract and other Contract Documents are the only agreements between the parties regarding the purchase and sale of Product. There are no other agreements, representations, or warranties.. This Contract can be amended only in writing signed by both City and Contractor

City and Contractor have signed this Contract as of the Date first written above.

City of Wyoming

Compass Minerals America Inc.

By: _____
Kent Vanderwood, Mayor

By:  _____
Jason Fritz, Highway Sales Manager

Date signed: 9/7, 2023

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 2023

Approved as to form:



Scott G. Smith, City Attorney



**Kent County
Road Commission**

Bid Tabulation

Contract #23-60: Bulk Rock Salt

Contract Term: September 1, 2023 - August 31, 2024, w/ Two, One-Year Renewals

Bidder	Cost Per Ton	Total Cost (Approximately 51,700 Tons)
Compass Minerals America Inc	\$68.40	\$3,536,280
Detroit Salt Company, LLC	\$79.25	\$4,097,225
Cargill, Inc	No Bid	

* 2023 Salt Cost Reflects a 3.10% Decrease to the 2022 Price

**STAFF RECOMMENDS FOR THE BOARD TO AWARD THE CONTRACT TO
COMPASS MINERALS AMERICA INC, THE LOWEST RESPONSIVE AND
RESPONSIBLE BIDDER**

Bids Received Date: 06/20/2023
Anticipated Award Date: 06/27/2023

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR IRRIGATION SYSTEM INSTALLATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Shoreline Sprinkling, Inc. for irrigation system installation at the Burlingame Pump Station in the total estimated amount of \$18,790.00.
2. Funds are budgeted in account number 591-591-55800-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Shoreline Sprinkling, Inc. for irrigation system installation at the Burlingame Pump Station.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding 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 September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Proposal

STAFF REPORT

Date: August 30, 2023

Subject: Irrigation System Installation at Burlingame Pump Station

From: Dan Kleinheksel, Utility Maintenance Manager

Date of Meeting: September 18, 2023

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by Shoreline Sprinkling, Inc. for irrigation system installation at the Burlingame Pump Station site in the total amount of \$18,790.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city property maintains the locations in an attractive and aesthetically pleasing way. Proper lawn irrigation preserves the health, color, and vitality of the existing lawn and minimizes the spread of weeds and disease.

DISCUSSION:

The rehabilitation of the Burlingame Pump Station tanks and construction of a new pump station were completed in 2022. Irrigation was not included in the project for the approximately 2-acre site, which resides in a residential neighborhood with houses adjacent and directly across the road. To maintain the curb appeal expected in a neighborhood, installation of an irrigation system is recommended.

Therefore, three local companies with commercial irrigation system experience were contacted for proposals to irrigate the site. Each company was provided with the same scope of work to ensure a fair, competitive opportunity, and each company made a site visit to review the work. All three companies provided a proposal, and they are as follows:

Shoreline Sprinkling, Inc.	\$18,790.00
Grapids Irrigation	\$21,608.00
Soak Irrigation	\$23,150.00

Upon review of the proposals received, Shoreline Sprinkling, Inc. met the scope of work and provided the lowest cost. Shoreline Sprinkling, Inc. has successfully performed quality irrigation system installations at the Water Treatment Plant. Therefore, it is recommended the City Council accept the proposal as provided by Shoreline Sprinkling, Inc. for irrigation system installation at the Burlingame Pump Station site in the total amount of \$18,790.00.

BUDGET IMPACT:

Adequate funds exist and have been budgeted for in the Water Treatment Plant account 591-591-55800-930.000.

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: Shoreline Sprinkling, Inc.
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
135 N State Street
(Contractor's street address)
Zeeland, MI 49464
(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: September 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 provided before starting any of the Services.

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

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

City of Wyoming

Shoreline Sprinkling, Inc.

By: _____
Kent Vanderwood, Mayor

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

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: Aug. 29, 2023

Date signed: _____, 20__

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position.

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, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications.

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

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

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

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

8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City

Manager's prior written approval and only in accordance with the written terms provided in that approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Governing Law. This contract is governed in by and is to be interrupted according to Michigan law. The parties agree that the state courts in Kent County, Michigan shall have exclusive jurisdiction for any disputes or claims arising from this contract.

EXHIBIT B

Proposal



Shoreline Sprinkling

135 N State Street Zeeland MI 49464
 616.879.0060 Phone 616.879.0063 Fax

Quotation Date: August 31, 2023
 Designer: Thad Bulthouse

TO: City of Wyoming
 Project: Wyoming Water Treatment Plant - Attn. Tony
 1581 Chales Russel Ct.
 Wyoming, MI. 49509

Phone 616.377.6970
 Email: tony.maslanka@wyomingmi.gov

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Installation of an automated underground irrigation system. 61 - 4" pop up spray 77 - 5004 rotor 12 - 1.5" electric valve 1 - 16 station controller P.O.C is 4" steel mainline as specified by owner		\$ 15,640.00
1	plumbing by licensed plumber, 4"x 1.5", valve, drain, blow out, pressure vacuum breaker, installation		3,150.00

Warranty: One year for any material or labor defects from date of installation, 50 year Oil Creek poly pipe warranty and warranties as listed above.

Customer shall provide: Physical markings for location of property lines and/ or staked by a recognized survey company. Physical markings on site or on print for the location of any underground obstructions, such as private power lines, drain lines, wires, septic, and buried materials.

Payment to be made in full upon completion. The property owner agrees to pay all costs as may be involved for the collection of proposal amount or any unpaid balances plus interest. The company will not be held responsible for damage to or any damage resulting from underground installations, utilities, services, etc., that the presence or location of which had not been disclosed of by the property owner to the company. The property owner hereby agrees to hold harmless and indemnify the company for any such charges. The parties further agree that the price quoted herein does not include costs of installation incurred by the company as a result of routing the system through or around any hidden or unknown buried obstructions or hindrances unless such obstructions or hindrances have been disclosed to the company and included or described in the proposal. Property owner's agree to pay additional expenses incurred herewith.

 	SUBTOTAL	18,790.00
	TAX	EXEMPT
	DOWN PAYMENT	
	PROPOSED PRICE	\$18,790.00

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Date of Approval: _____
 By: _____
 Print: _____

Respectfully Submitted,

Shoreline Sprinkling, Inc.

By: _____ Thad Bulthouse

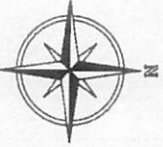
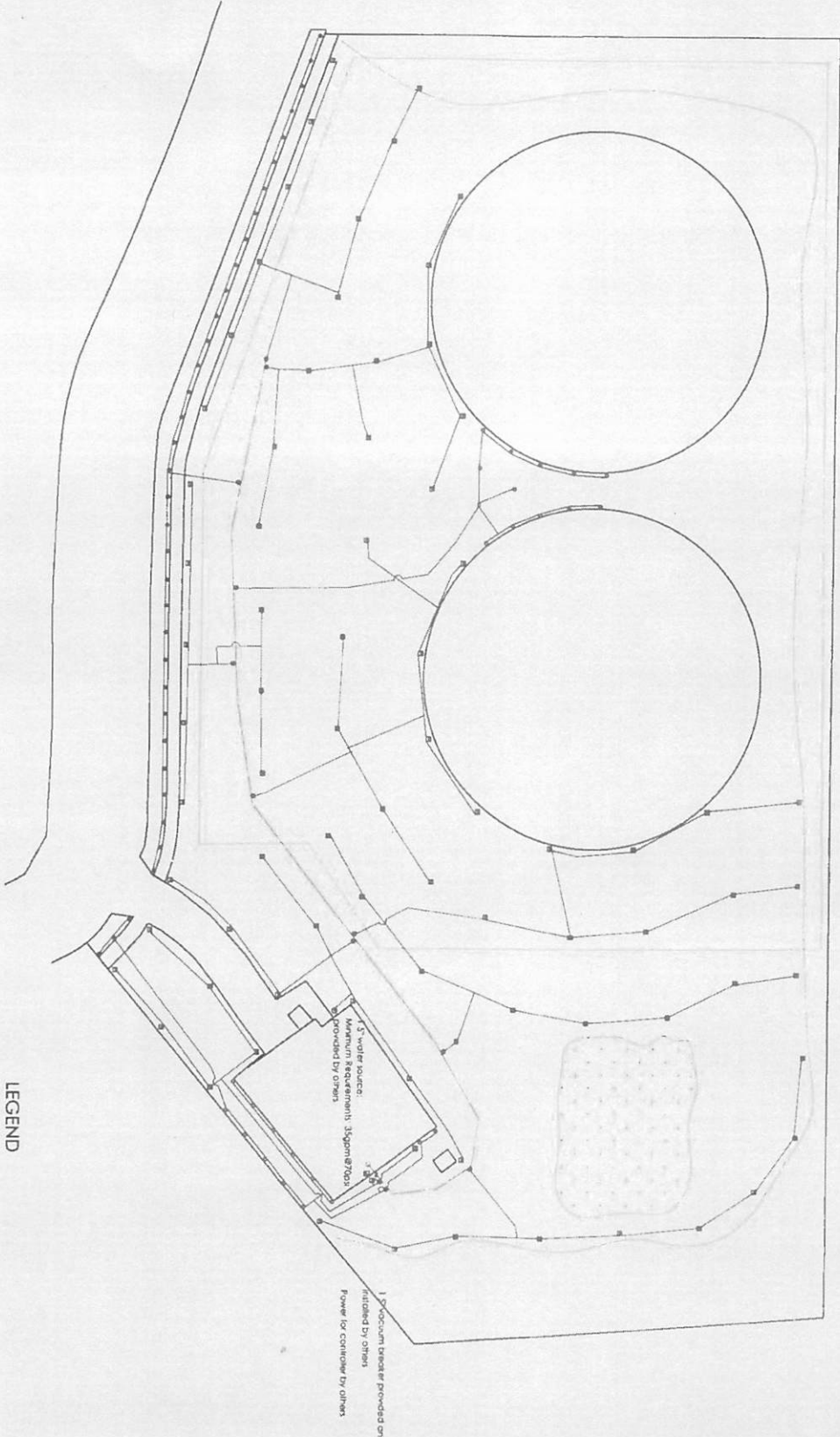
*Note: We may withdraw this proposal if not accepted within 30 days

Thank you for choosing Shoreline Sprinkling for your irrigation needs!



72 HOURS
BEFORE YOU DIG
CALL MISS DIG
(TOLL-FREE)
800-482-7171

TORO
TORO RESIDENTIAL
CONTRACTOR OF THE
YEAR 2001 AND 2002



LEGEND

- 4" POP-UP SPRAY 1/2"
- 4" POP-UP SPRAY 1.0"
- GEAR DRIVEN PART CIRCLE
- GEAR DRIVEN FULL CIRCLE
- 1" ELECTRIC VALVE
- VACUUM BREAKER (by others)
- STATION CONTROLLER WEATHERMATIC SL400

This Plan is the property of Shoreline Sprinkling, Inc. and is protected by law. Duplication or use of this document is permitted in whole or in part without the written consent of Shoreline Sprinkling, Inc. 2002

IRRIGATION PLAN FOR:
Wyoming Water Treatment
1581 Charles Street, U.S.A. Wyoming, MI.

135 N State St. Ste. 500
Zeeland, MI 49464
616-879-0060
1-800-281-6165



Shoreline Sprinkling

DATE	11-20-02
SCALE	1"=20'-0"
DESIGNER	AAA
CHECKER	AAA
DATE	11-20-02
PROJECT	AAA
SYSTEM	AAA

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
ALUMINUM SULFATE (ALUM)

WHEREAS:

1. As detailed on the attached staff report, the City of Grand Rapids accepted bids for aluminum sulfate (alum).
2. The City of Grand Rapids included the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon on the bid.
3. It is recommended the City Council authorize the purchase of aluminum sulfate (alum) from USALCO, LLC in the amounts as shown on the attached staff report.
4. Funds are budgeted in account number 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of aluminum sulfate (alum) from USALCO, LLC.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 18, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: September 7, 2023

Subject: Aluminum Sulfate (Alum) Cooperative Bid

From: Robert Veneklasen, Water Plant Superintendent

CC: Myron Erickson, Director of Public Works and Utilities

Meeting Date: September 18, 2023

RECOMMENDATION:

It is recommended the City accept the West Michigan Cooperative purchasing group bid for Aluminum Sulfate (Alum) provided by the City of Grand Rapids from USALCO, LLC to supply the Water Treatment Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

Participation in the West Michigan Cooperative purchase of chemicals provides the City with the most favorable pricing for the necessary treatment chemicals through the greater quantity to be supplied. In addition, cooperative purchasing maintains communications and common benefits between the participating municipal utilities.

DISCUSSION:

The City of Grand Rapids has accepted and awarded a contract for the purchase of aluminum sulfate. This is for the first year of a three-year bid period with annual renewals. The sole bid was received by the City of Grand Rapids as part of the West Michigan Cooperative purchasing strategy with participation by the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City has participated in the cooperative purchasing program for over fifteen years.

The initial and subsequent years bids were submitted by USALCO, LLC. USALCO, LLC has been the lowest responsible bidder to supply aluminum sulfate for many years. The initial price of \$455.80 per ton is for the first year with subsequent renewals at \$470.17 for year two and \$490.70 for year three. This per dry ton cost represents an increase of \$31.72 per dry ton.

BUDGET IMPACT:

Based on the average water treatment flows for the past seven years the anticipated cost for aluminum sulfate at the Water Treatment Plant is \$429,185.79. Adequate funds were budgeted in account number 591-591-55300-740.000.