

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, MARCH 18, 2024, 7:00 P.M.

1) Call to Order

2) Invocation – Pastor Kathy Resler Chambliss, Together 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 March 4, 2024 Regular Meeting and the March 11, 2024 Work Session

7) Approval of Agenda

8) Public Hearings

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

9) Public Comment on Agenda Items

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

10) Presentations and Proclamations

a) Presentations

1. Kent County Food System Assessment by Kent County Food Policy Council

b) Proclamations

11) Petitions and Communications

a) Petitions

b) Communications

12) Reports from City Officers

a) From City Council

b) From City Manager

24-09 Acceptance of 3rd Transmission Main Project Easements (Marvin B. Zwagerman and John W. Helm)

13) Budget Amendments

14) Consent Agenda

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

a) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 24-818 (April 1, 2024 at 7:01 p.m.)

b) To Schedule a Public Hearing on the Necessity of and Specially Assessing the Costs for a Spongy Moth Suppression Project, Special Assessment Roll 24-819 (April 1, 2024 at 7:02 p.m.)

15) Resolutions

- c) To Approve a Multi-Product Resolution for Treasury Management Services and to Approve a Commercial Credit Card Services Agreement with Fifth Third Bank
- d) To Establish Employment Procedure and Approve Form Contracts for Certain Administrative Officers and Staff
- e) To Authorize and Support a Grant Submission for the DNR Natural Resources Trust Fund
- f) To Adopt the 2024 Strategic Plan for the City of Wyoming

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

- g) To Authorize the Mayor and City Clerk to Execute an Agreement with the Michigan Department of Transportation for the Resurfacing of Clyde Park Avenue from 36th Street to 44th Street and Kenowa Avenue from North City Limit to South City Limit
- h) To Cancel Previously Approved Purchase of a New Street Sweeper and to Approve the Purchase of a Used Street Sweeper
- i) To Approve the Purchase of Two 24” Check Valves
- j) To Concur with the Emergency Repair of a Sanitary Sewer and Authorize Payments for the Work (Budget Amendment No. 46)
- k) For Award of Bids and Acceptance of Proposals for the Wyoming City Hall First Floor Interior Renovations Project
- l) For Award of Bids
 - 1. Pinery Park Post Tension Court Project
 - 2. Network Servers and Cables

17) Ordinances

- 3-24 To Amend Chapter 10, Article VII of the Code of Ordinances Incorporating Amendments to the International Property Maintenance Code (First Reading)

18) Informational Material

19) Acknowledgment of Visitors

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

20) Closed Session (Property Acquisition)

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.

Kent County Food Policy Council

A Committee of ENTF

Kent County Food System Assessment Executive Summary Overview

March 2024



Kent County
Food Policy Council
A Committee of ENTF



Kent County, Michigan

Food System Assessment

Executive Summary



September 2023

The Kent County Food Policy Council exists to strengthen and grow a local, good food system.

Our vision is for everyone in Kent County to enjoy a thriving good food system.

**Wyoming is a diverse,
strong and authentic
community where all
individuals have the
opportunity to thrive.**



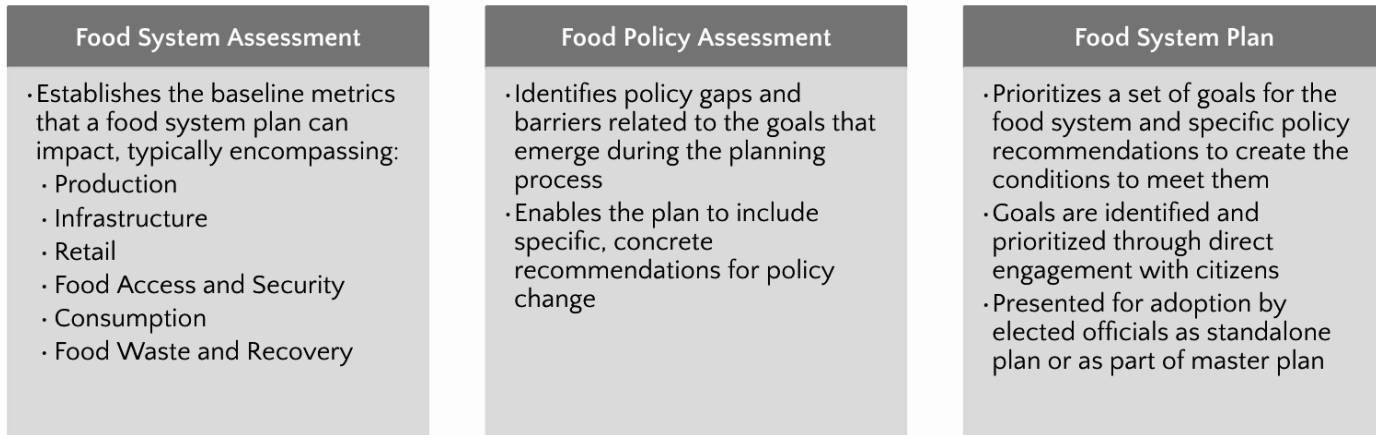
Food System Assessment Executive Summary Overview

- ❖ **Development Process**
- ❖ **Assessment Structure**
- ❖ **Key Findings, Challenges & Questions**
 - Grow & Harvest
 - Process & Distribute
 - Food Access
 - Food Waste & Recovery
- ❖ **Plan for Next Steps**
 - What is a Food System Plan?

Development of the Food System Assessment

Background

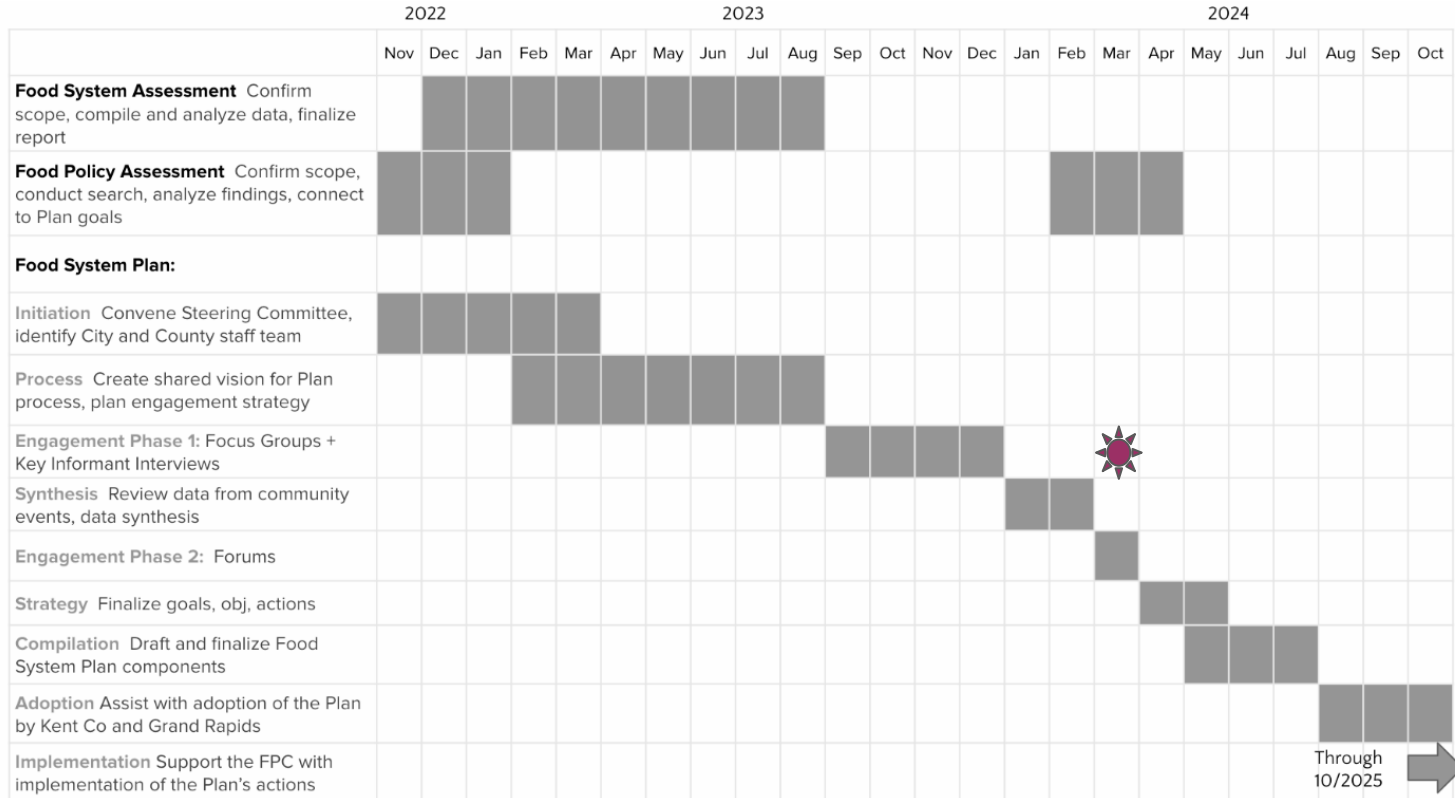
The **Kent County Food Policy Council** commissioned this assessment from **New Venture Advisors** to better understand the potential opportunities and current barriers that exist within the regional food system. This baseline information will inform the Kent County Food System Plan.



This assessment aims to:

- ❖ Build knowledge in the community about the Kent County Food System and how the components of the food system interact.
- ❖ Create a baseline of key food system metrics that the Food Policy Council can track over time.
- ❖ Lay the foundation for the policy recommendations in the Kent County Food System Plan.

Development of the Food System Assessment Timeline



Structure of the Food System Assessment

Assessment of the “Local Food System”

The term “local food system” refers to growing, harvesting, gathering, selling, buying, processing, preparing, and eating food, as well as food waste, in our community.

Four Main Sectors

Within this assessment and the Kent County Food System Plan, the food system will be examined across four main sectors. These provide a framework for understanding how the food in Kent County flows through the system.

Sector Based Analysis

Each section contains information on the sector’s:

- Key Findings
- Challenges
- Key Data Points / “By the Numbers”
- What We Still Want to Know / Outstanding Questions



Grow & Harvest: Challenges

- Small and mid-size farms are consolidating and/or being bought out by larger producers.
- A growing population and urban sprawl results in a loss of farmland to development.
- BIPOC and new/beginning farmers are in need of support including access to capital, training, and resources.
- Increasing dependence on migrant labor from outside of the region leaves the production vulnerable to shifting federal policies on immigration and worker abuse.



Grow & Harvest: By the Numbers

Farms

1,010

Total



-58%
SINCE 1964

Farm Size

156

Acres



+37%
SINCE 1964

Land

157,466

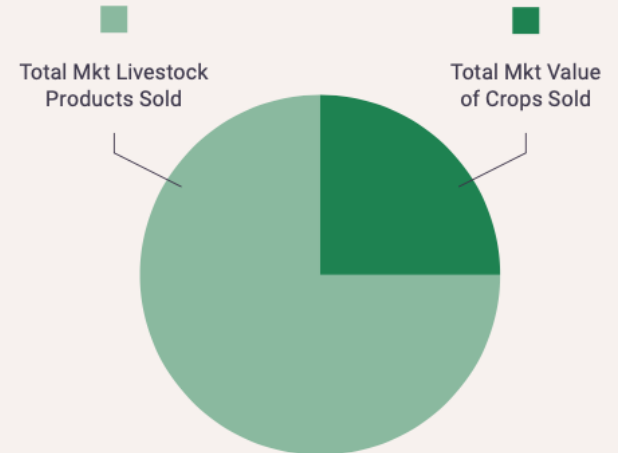
Acres



-49%
SINCE 1964

Livestock products make up over 75% of the total market value of agricultural products sold in Kent County.¹¹

Crops make the remaining almost 25%.



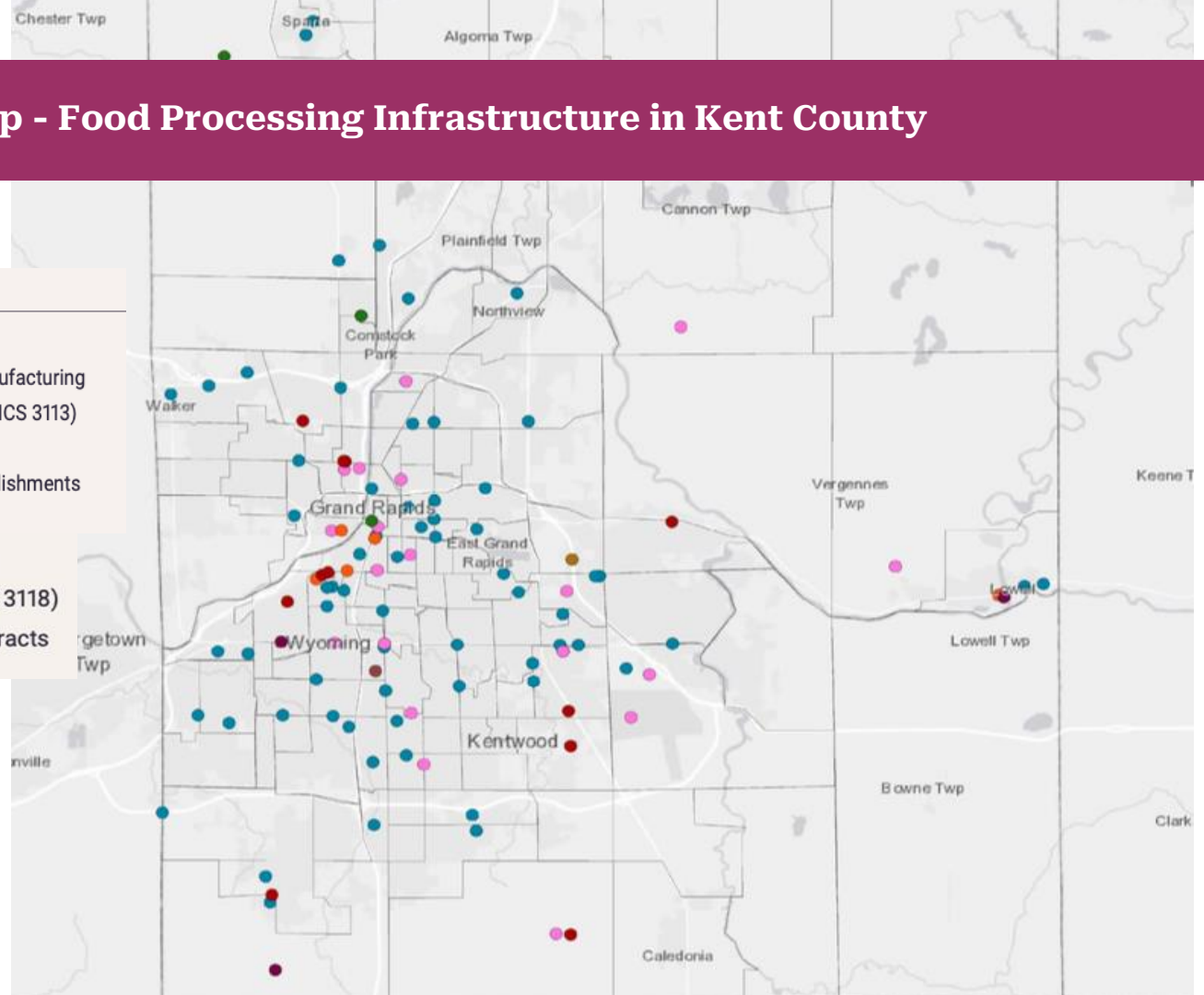
Grow & Harvest: What We Still Want to Know

- ❖ **How can Kent County track the amount of food consumed locally that is produced locally?**
 - How can this number be increased?
- ❖ **What is the full picture of urban farming and communal gardening in Kent County?**
 - Where are the urban gardens and farms and how are they managed?

Process & Distribute: Map - Food Processing Infrastructure in Kent County

Map Legend^{16,17}

- Dairy Product Manufacturing (NAICS 3115)
- Fruit & Vegetable Preserving & Specialty Food Manufacturing
- Sugar & Confectionery Product Manufacturing (NAICS 3113)
- Grain & Oilseed Milling (NAICS 3112)
- USDA FSIS Meat, Poultry, and Egg Inspected Establishments
- Commercial Kitchens & Food Hubs
- Other Food Manufacturing (NAICS 3119)
- Bakeries & Tortilla Manufacturing (NAICS 3118)
- ▭ Kent County, Michigan Census Tracts




Process & Distribute: What We Still Want to Know

- ❖ How can we strengthen economic and workforce development in the food processing sector?**
- ❖ How can we support fair conditions and wages for all workers in food processing and distribution?**
- ❖ How can government organizations and private food retailers support more procurement of local food?**

Food Access: By the Numbers

| Conventional Food Access Points | Local Food Access Points | Emergency Food Assistance |
|----------------------------------|---|--|
| 128 Grocery Stores | 7 Farmers Markets | 69 Food Pantries |
| 74 Specialty Food Stores | 11 On-Farm Markets | 44 Mobile Pantry Sites |
| 94 Beer, Wine, and Liquor stores | 10 Community-Supported Agriculture Programs | 16 Summer Feeding Sites |
| | | 9 Meal Sites |
| | | 14 Other Programs (including emergency food distributions programs, home delivered meals, supplemental snack programs, etc.) |
| | | 540 Individual Retail Locations Accepting SNAP |
| | | 27 Locations Doubling SNAP Benefits |

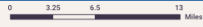


Consumer and Institutional Spending

- Households spend an average of **11.7%** of their total budget on food.
- Kent County has 22 School Food Authorities overseeing 200 schools with over 90,000 students.
 - In 2019, these schools spent **\$1,944,567**, or **16%** of their total food spending, on local food.
 - 50.6% of all K-12 students in Kent County are eligible to receive free or reduced lunch in the 2022 school year, compared to the statewide estimate of 53.3%.

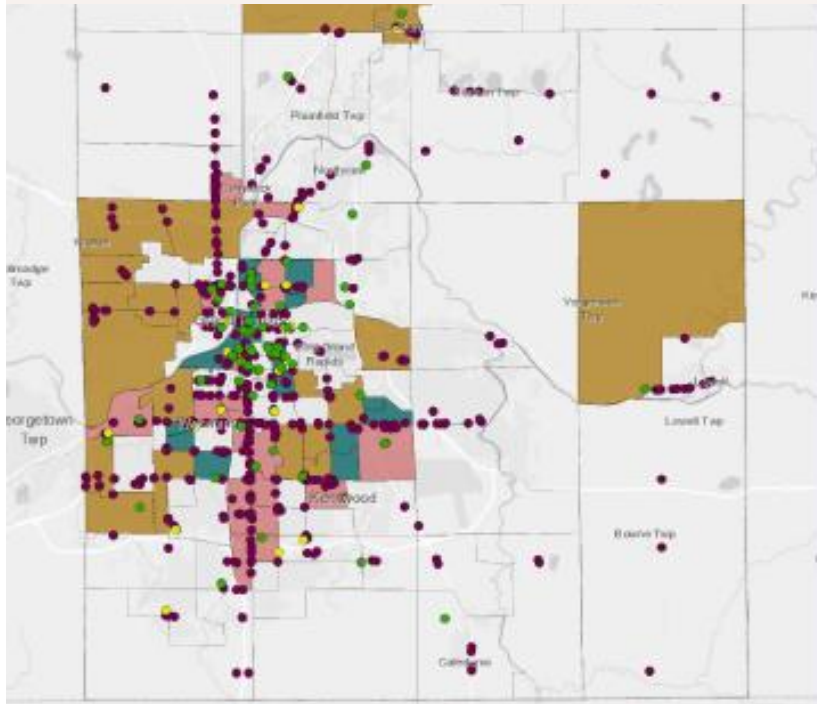
Food Access: Maps - Food Access Locations, Food Retail Locations in Kent County

Map Legend^{22,23,24}



- Food Pantries
 - Double Up Food Bucks Locations
 - SNAP Store Locations
- Low Income & Low Access at 1/2 & 10 Miles & Low Vehicle Access
 - Low Vehicle Access Only
 - Low Income & Low Access at 1/2 & 10 Miles Only
 - Kent County, Michigan Census Tracts

16

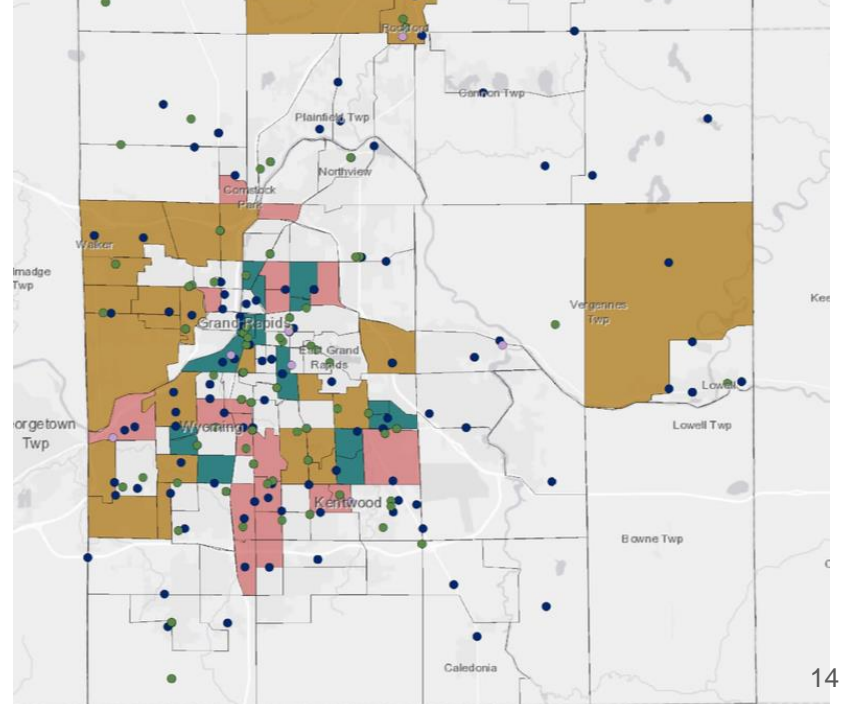


Map Legend²⁵



- Farmers Markets
 - Grocery Stores (NAICS 4451)
 - Food Specialty Stores (NAICS 4452)
- Low Income & Low Access at 1/2 & 10 Miles & Low Vehicle Access
 - Low Vehicle Access Only
 - Low Income & Low Access at 1/2 & 10 Miles Only
 - Kent County, Michigan Census Tracts

17



14

- ❖ **How many residents qualify for benefits, but aren't receiving them?**
 - What is the "SNAP Gap" in Kent County?
- ❖ **How can Kent County address systemic causes of food insecurity outside of the network of emergency food distribution organizations?**
- ❖ **How can Kent County grow Farm to School programming?**
 - How can we track the impact of local food school procurement on our economy and the health of our community?

Food Waste & Waste Recovery: Key Findings & Challenges

Key Findings

Local food waste data for Kent County was very limited, showing a need for more data capture at the local and county levels.

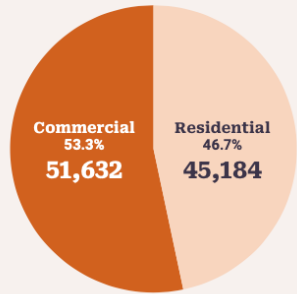
- We know that between 2017-2022 Feeding America Western Michigan **distributed an average of 6,747,941 pounds of food per year.**
- Feeding America West Michigan saw the **volume of available food decrease by nearly 20% last year.** Fewer available pounds resulted in a corresponding decrease in distribution.

Challenges

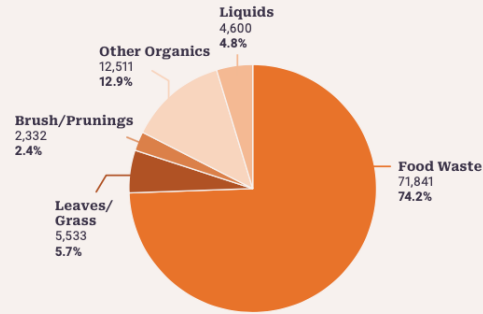
- **Consumer confusion about date labeling** on packaged foods, such as “use by” or “best by” contributes to food waste.
- Retailers want to sell foods in abundance, which can lead consumers to **over-purchasing and large portion sizes** at restaurants.
- **Businesses are concerned about liability** and brand protection when donating excess food.
- **Composting infrastructure is limited** and there are few options for businesses and community members to compost.
- A lack of availability of skilled harvesters leads to food **loss on farms and orchards.**

Food Waste & Waste Recovery: By the Numbers

2021 Total Organic Waste Generated in Kent County
(in Tons per Year)



2021 Total Organics Waste Generated in Kent County Breakdown
(in Tons per Year)



In 2022, **Organicycle** rescued and diverted 6 million pounds of organic materials from Kent County.



In 2022, the **Fulton Street Market Gleaning Program** gleaned 27,871 pounds of food.



Between 2018 and 2022, **Wormies** processed 1,720 cubic yards of food and farm waste and brown materials and returned 305 cubic yards of compost as soil amendments.



Other organizations include: **Feeding America West Michigan, Perfect Circle, Good Sweet Earth, Phoenix Resources, Flashfood, and My Green Michigan.** 17

Food Waste & Waste Recovery: What We Still Want to Know

- ❖ **What are some municipal solutions to food waste recovery that can build on the existing organizational partnerships in place?**
- ❖ **How is the charitable food system a part of food waste recovery and how do those partners collaborate?**
 - How are they impacted by the growth of business solutions (i.e. Flashfood) to reduce food waste?



Plan for Next Steps

The data from this Food System Assessment will be combined with community input collected during the food system planning process to inform the future Kent County Food System Plan.



A Food System Plan, as defined by the American Planning Association, is:

“ A set of interconnected, forward-thinking activities that strengthen a community and regional food system through the creation and implementation of plans and policies.”



GOALS

General statements of desired outcomes for the community’s food system.



OBJECTIVES

More specific, measurable strategies to guide local work to reach each goal. Each goal has multiple objectives that support it.



ACTION STEPS

Specific policies, programs, and initiatives prioritized to meet goals

What can
a food
system
plan help
us do?



Foster profitable agriculture and food business,

Support entrepreneurs in agriculture and food,



Increase access to healthy foods,

Support skills in gardening and food preparation,



Protect soil, water, and air quality,

Reduce food waste,

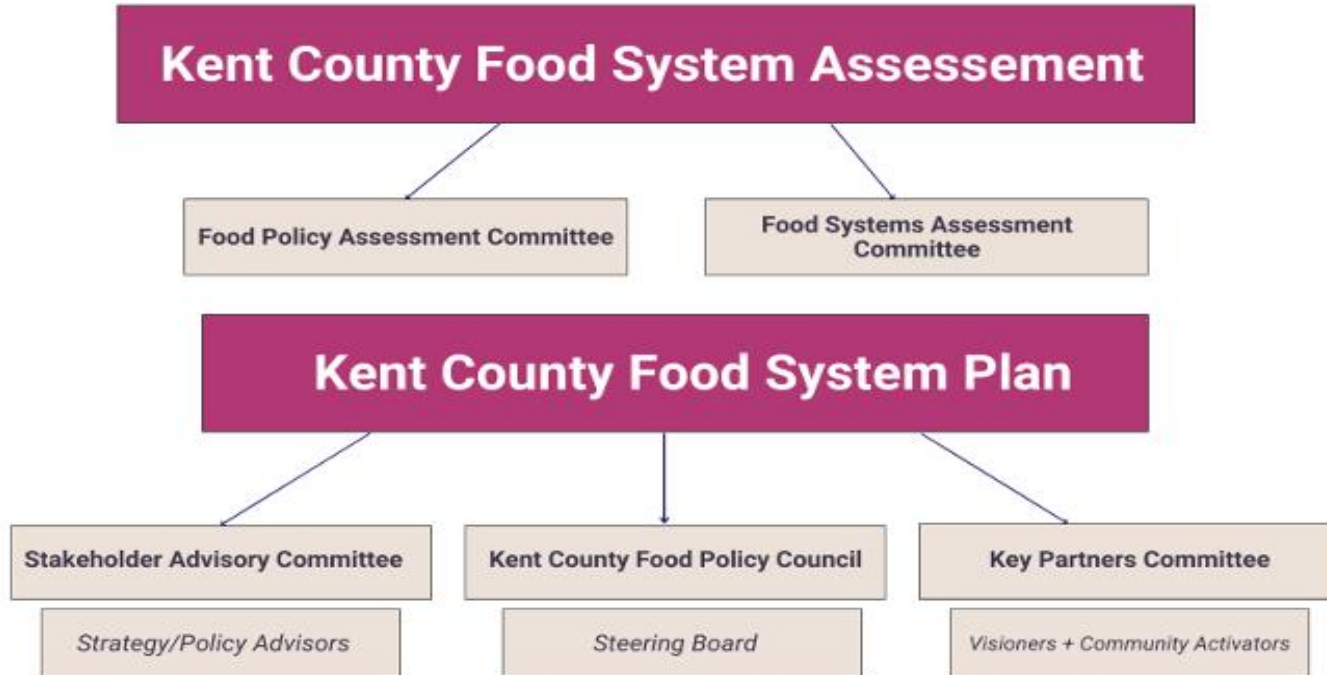


Celebrate diversity of food and agriculture in our community,

Empower all to participate in the food system.



Stakeholder Engagement





Kent County

Food Policy Council

A Committee of ENTF

Janelle Vandergrift
jvandergrift@hwmuw.org
616-752-8639



Kent County
Food Policy Council
A Committee of ENTFF



Kent County, Michigan

Food System Assessment

Executive Summary



Contents

Introduction

| | |
|--------------|---|
| Local Region | 6 |
|--------------|---|

Grow & Harvest

| | |
|--------------------------------------|----|
| Key Findings | 7 |
| Challenges | 8 |
| By The Numbers | 8 |
| What We Still Want to Know | 9 |
| Projected Conversion of Farmland Map | 10 |

Process & Distribute

| | |
|------------------------------------|----|
| Key Findings | 11 |
| Challenges | 11 |
| By The Numbers | 12 |
| What We Still Want to Know | 12 |
| Food Processing Infrastructure Map | 13 |

Food Access

| | |
|----------------------------|----|
| Key Findings | 14 |
| Challenges | 14 |
| By The Numbers | 15 |
| What We Still Want to Know | 15 |
| Food Access Locations Map | 16 |
| Food Retail Outlets Map | 17 |

Food Waste & Waste Recovery

| | |
|----------------------------|----|
| Key Findings | 18 |
| Challenges | 19 |
| By The Numbers | 20 |
| What We Still Want to Know | 21 |

Next Steps

| | |
|---------|----|
| Sources | 22 |
|---------|----|

Acknowledgments

This assessment was prepared for the Kent County Food Policy Council by New Venture Advisors, Inc.

The **Kent County Food Policy Council** was formed in 2021 to bring together residents, organizations, agencies, and businesses to advocate for and promote a good food system in Kent County, Michigan.

New Venture Advisors LLC (NVA) is a strategy consulting firm specializing in food system planning and food enterprise development. Our team is committed to environmental sustainability, social impact, equity, diversity, and inclusion as we help our clients realize their vision for a more just and sustainable food system.

A special thank you to the Kent County Essential Needs Task Force.

This project was made possible by funding from the Michigan Health Endowment Fund.

Kent County Food Policy Council Members

Miles Wood

New City Neighbors

Crystal Scott Tunstall

*Environmental and Sustainability Studies;
Grand Valley State University*

Gratia Lee

Access of West Michigan

Karrie Brown

West Michigan Works!

Katelyn Kikstra

Kent County Department of Public Works

Sarah Chatterley

Bree Bode

Michigan Fitness Foundation

Julie Brunson

H.O.P.E. Gardens

Melanie Wong

Groundwork Center for Resilient Communities

Mick Rickert

Corewell Health

Gricelda Mata

Lindo Mexico

Terra Osman

Farmish

Eric Freeman

Mindset Meals

Ally I Beshouri

Samika Douglas

Anne Reynolds

Wende Randall

Kent County Essential Needs Task Force

Data Assessment Committee Members

Trish Abalo

Johnson Center at GVSU

Alexandra Akaakar

Johnson Center at GVSU

Karrie Brown

West Michigan Works!

Maris Brummel

Kent County Health Department

Bree Bode

Michigan Fitness Foundation

Emma Garcia

Illmatik Industries

Taylor Hartson

DataWise Consulting

Joseph Jones

Feeding America West Michigan

Rachel Kunnath

Kent County Community Action

Emily Madsen

Essential Needs Task Force

Kendra Wills

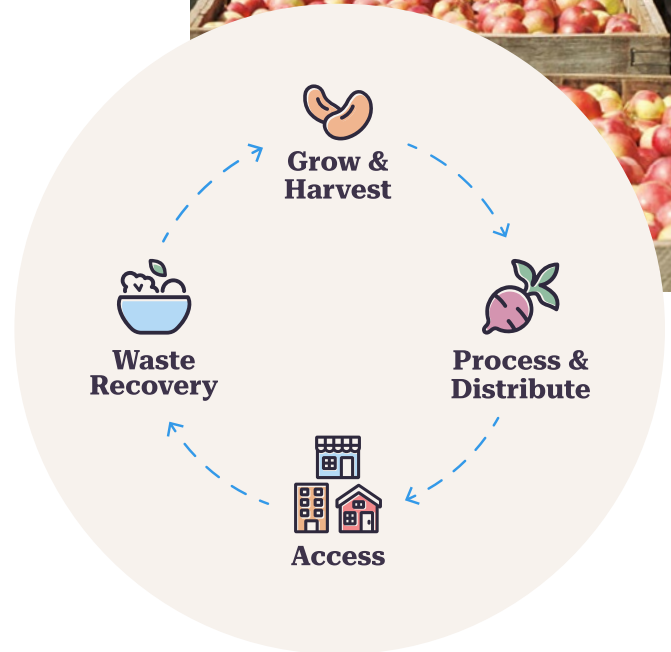
MSU Extension at the Downtown Market

Introduction

This food system assessment provides insights into the current food system in Kent County, Michigan.

What is a Food System?

- The term “local food system” refers to growing, harvesting, gathering, selling, buying, processing, preparing, and eating food, as well as food waste, in our community. The Michigan Good Food Charter has defined a “good food system” as accessible, healthy, equitable, diverse, fair, and sustainable.¹
- Within this assessment and the Kent County Food System Plan, the food system will be examined across four main sectors. These provide a framework for understanding how the food in Kent County flows through the system:
 - **Grow & Harvest**
 - **Process & Distribute**
 - **Food Access**
 - **Food Waste & Recovery**



How will this Food System Assessment fit into the Kent County Food System Plan?

The Kent County Food Policy Council commissioned this assessment to better understand the potential opportunities and current barriers that exist within the regional food system.

This assessment aims to:

- Build knowledge in the community about the Kent County Food System and how the components of the food system interact.
- Create a baseline of key food system metrics that the Food Policy Council can track over time.
- Lay the foundation for the policy recommendations in the Kent County Food System Plan.

This assessment contains secondary data from national and local datasets that will be combined with primary data collected during the food system planning process. Together, these two data sources will inform the recommendations in the Food System Plan.



Local Region

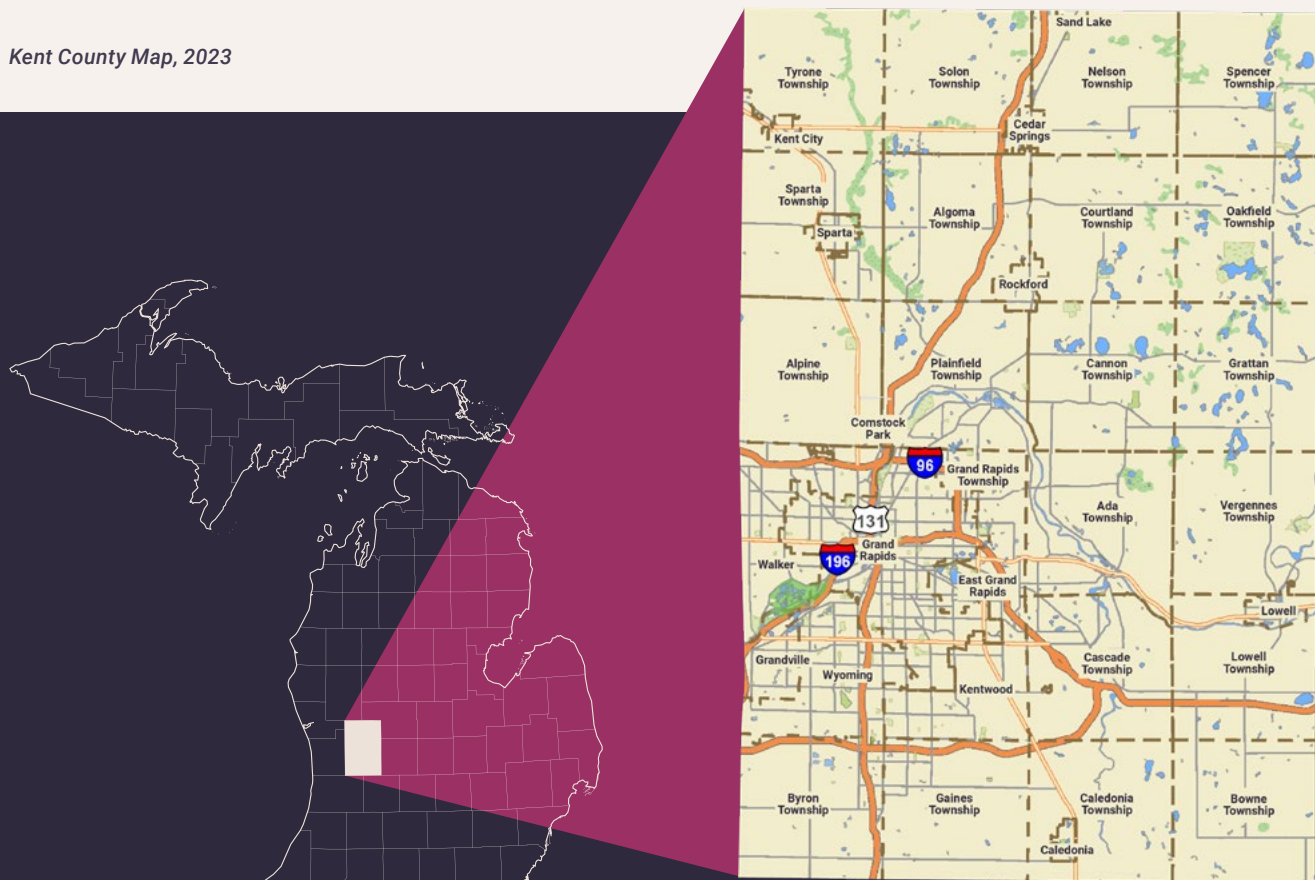
Kent County is located in central western Michigan, the second most diverse agricultural state in the country producing over 300 commodity food products. Michigan farmers are among the nation's leading growers of apples, squash, blueberries, black and cranberry beans, and more.²

Kent County is one of the state's 25 urban/suburban counties and is home to Grand Rapids, the second largest city in the state. As an urban county located in a predominantly rural state, Kent County is in a unique position to leverage the consumer base in Grand Rapids to catalyze development of the local food system.

As a growing metropolitan area, Kent County's population has increased by 9.2% since 2010, in comparison with only 1.7% growth across the state.³ Rapid growth can usher in redevelopment that puts pressure on greenspaces and agricultural land. Kent County has seen this trend as the total number of farms and total acreage of farms have decreased over the past 60 years.

Through this work and the establishment of a Food Policy Council, the people of Kent County are working proactively to identify the regional assets and opportunities to create pathways for growth and preservation.

Kent County Map, 2023





Grow & Harvest

Parts of the food system related to land, soil, water, equipment, energy, labor and more.

Farms and farmers are the backbone of our local food system; they are the producers who grow and raise the food we eat. In Kent County, agriculture is a major contributor to the local economy and shapes the urban/rural relationships within the county. Over the past few decades, the face and footprint of farming in Kent County has changed significantly. Efforts are underway at the county and city level to protect farmland and promote urban agriculture.

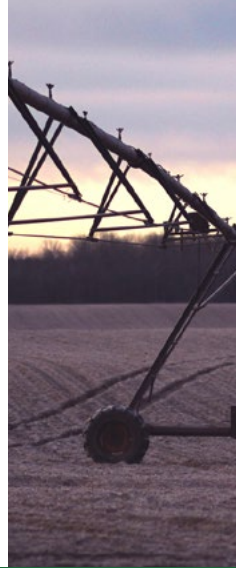
Key Findings

- **The total number of farms and total acreage of farmland are decreasing while the average farm size increases.** Overall, there are 118,439 less acres in food production than in 1964. The remaining 1,010 farms on average are 37% larger than in 1964.
- **Farm land is being converted for other uses.** Between 2001-2016, 2,100 acres of agricultural land in Kent County was converted to UHD (urban and highly developed) land uses and 11,200 acres was converted to LDR (low-density residential) land uses.⁴
- **Farmers in Kent County are increasingly racially diverse, but are getting older, with an average age of 55.** From 1982 to 2017, the number of BIPOC (Black, Indigenous, and People of Color) farmers in Kent County increased from 8 to 51. While this number is increasing, BIPOC farmers still make up less than 3% of the total 1,787 farmers in Kent County. In a county that is almost 30% BIPOC, farmers of color are still significantly underrepresented. With an average age of 55, farmers are aging out of production. Kent County is losing land in agricultural production and active producers.
- **Migrant workers are making up a larger pool of the hired agricultural labor force over time, particularly in Kent County where migrant workers increased by 77% from 2012-2017.⁵ Michigan has the 6th highest adverse effect wage rate for workers with H2-A visas in the country, contributing to the increased cost of labor on farms.⁶**
- **Despite the large number of farms and agricultural diversity of farms growing corn, soybeans, sugar beets, apples, cherries, beans, squash, and much more, almost no commercial farms in Kent County are certified organic. Only 1% of commercial farms in Kent County use organic farming practices.⁷**



Challenges

- Small and mid-size farms are consolidating and/or being bought out by larger producers.
- A growing population and urban sprawl results in a loss of farmland to development.
- BIPOC and new/beginning farmers are in need of support including access to capital, training, and resources.
- Increasing dependence on migrant labor from outside of the region leaves the production vulnerable to shifting federal policies on immigration and worker abuse.



By The Numbers

Farms

1,010

Total



-58%

SINCE 1964

There are **1,010 total farms in Kent County**. This number has declined by 13% since 2012 and 58.3% since 1964. This is in line with the state of Michigan, which has seen the total number of farms decline by 9% since 2012 and 49% since 1964.⁸

Land

157,466

Acres



-49%

SINCE 1964

There are currently **157,466 acres of agricultural land in Kent County**. This number has not changed since 2012, but declined 49.2% since 1964. In comparison, agricultural acres in the state of Michigan have declined 28.2% since 1964.¹⁰

Farm Size

156

Acres



+37%

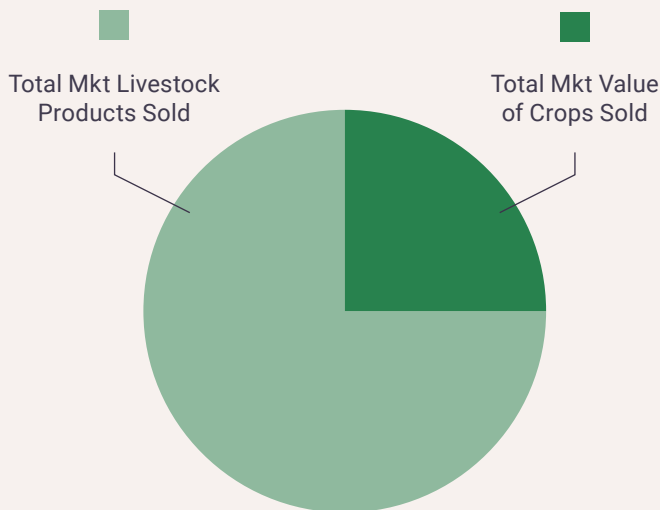
SINCE 1964

The **average farm size in Kent County is 156 acres**. Due to consolidation and other factors, this number has increased 15% since 2012 and 37% since 1964. It aligns closely with the state trend which shows average farm size increasing 8% since 2012 and 41% since 1964.⁹

In 2017, 17% of Kent County farms were 1-9 acres, 37% were 10-49 acres, 28% were 50-179 acres, 11% were 180-499 acres, 4% were 500-999 acres, and 3% were over 1,000 acres.

Livestock products make up over 75% of the total market value of agricultural products sold in Kent County.¹¹

Crops make the remaining almost 25%.



Community and School Gardens

- Uncertainty exists about the number of operational community gardens in Kent County. Approximately 25 community gardens exist, but no entity has historically tracked community garden status.
- Kent County has 15 H.O.P.E. School Gardens and the Edible School Yard Project is operating in 8 schools.



What We Still Want to Know

and what the Food System Plan will work to uncover

- How can Kent County track the amount of food consumed locally that is produced locally? How can this number be increased?
- What is the full picture of urban farming and communal gardening in Kent County? Where are the urban gardens and farms and how are they managed?
- Are farmers using regenerative practices? What are the barriers and opportunities to develop more sustainable farming practices in the county? Are farmers using sustainable practices, but not getting organic certification due to administrative barriers?
- What are the structural barriers local food producers experience?
- What are the opportunities to strengthen local food production in Kent County?

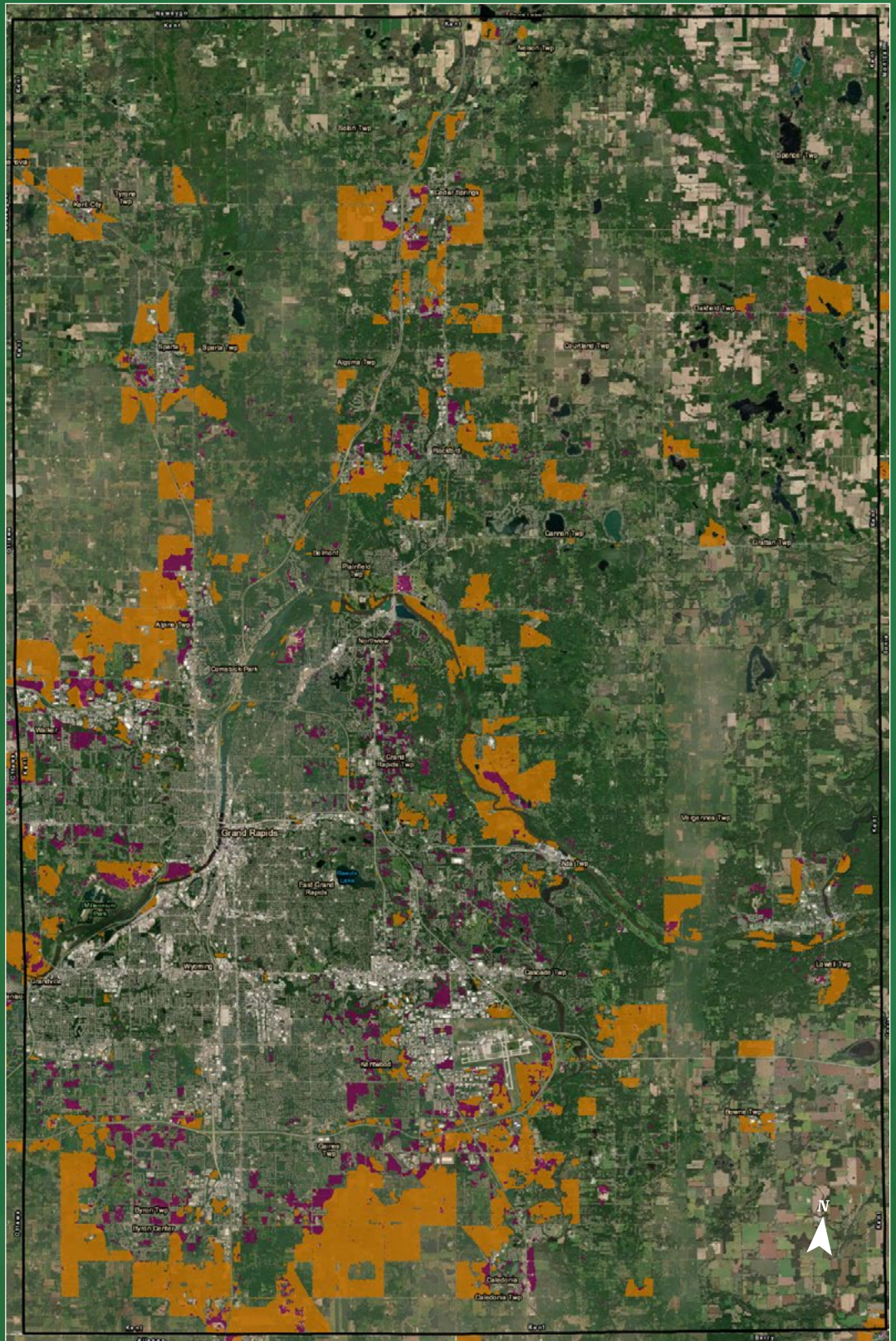
Projected Conversion of Farmland in Kent County by 2040





Farms Under Threat is American Farmland Trust's multi-year initiative to document the status of and threats to U.S. farmland and rangeland and to identify policy solutions to protect and conserve America's diverse agricultural landscape. AFT uses high-resolution spatial analysis tools to identify where agricultural land has been converted to urban and low-density residential land uses and projects this data into the future to present alternative development scenarios.

If recent trends continue in a "Business as Usual Scenario", 29,200 acres of Kent County farmland will be paved over, fragmented, or converted to uses other than agriculture. Kent County would be one of the three hardest-hit counties in Michigan along with Genesee and Ottawa Counties.

Of the projected conversion, 5,200 acres (18%) would be Urban and Highly Developed for uses such as commercial, industrial, and moderate-to-high density residential areas. Another 24,000 acres (82%) would be Low-Density Residential including scattered subdivisions and large-lot housing, which fragment the agricultural land base and limit production.¹²



Map Legend

-  Farmland Converted to Urban and Highly Developed
-  Farmland Converted to Low Density Residential

0 1.5 3 6 Miles



Process & Distribute

Parts of the food system related to value-added products, packaging, marketing, transporting, wholesale, labor and more.

The existing landscape of food infrastructure can signal the maturity of the local food system. Understanding what exists can help identify gaps in the system and show where there are potential market opportunities. This often hidden part of the food system is what moves food from farm to fork.

Local producers and entrepreneurs need support and access to processing infrastructure to establish and grow their food-related businesses. The ability to preserve and extend the freshness of food helps ensure its availability year-round. Activities involved in food processing make raw agricultural products edible through cooking, freezing, combining ingredients, canning, and more.

Distribution is a critical part of the supply chain and a significant factor in the local food economy. Once processed, food distribution connects food from its production location to where it gets prepared or sold. More demand for local food requires the need for smaller-scale distribution networks. These networks create economic opportunities for small and mid-sized producers to connect to wholesale markets and help improve food system resilience.

Key Findings

- Kent County is home to the headquarters of three major grocery chains: Meijer, Gordon Foods, and Spartan Nash.
- **Value added products produced and sold in Kent County in 2017 totaled \$1,273,000.¹³**
- Many regional institutions are supporting the food system career pathway at the city, county, and state level.

Challenges

- There is a lack of mid-scale manufacturing facilities to aid incubator kitchens and small businesses in growth beyond commercial kitchens and cottage industry production.
- Food buyers need products at high volume, consistency, and low cost, which is a challenge for local smaller-scale producers.
- Requiring the same regulations for food packing, transportation, and storage for small and mid-size distributors as larger industrial processors can make it difficult for local businesses to operate and compete.
- Local ethnic grocery stores don't have anywhere locally to go purchase wholesale products. Store owners often travel 4-6 hours to access products.



By The Numbers

4 COMMERCIAL
KITCHENS



1 FOOD
HUB



Kent County is home to four commercial kitchens for processing and production.

A commercial kitchen is a kitchen facility in which food is prepared for sale. A food hub is a centrally located facility with a business management structure facilitating the aggregation, storage, processing, distributions, and/or marketing of locally and regionally produced food products.

West Michigan FarmLink, a food hub, operates as an online marketplace for buyers to shop from multiple local farmers and producers whose goods are aggregated and then sorted for pick up at the FarmLink headquarters in Grand Rapids.

19% of farms sell products directly to consumers for a total market sector value of \$3.6 million.¹⁴

As of 2021, the Food Manufacturing and Processing Sector in Kent County employed **6,215 individuals** (-11% change since 2018) at **94 locations** (+19% change since 2018). The annual average wage per employee in this sector was **\$57,492** (+12% change since 2018).¹⁵

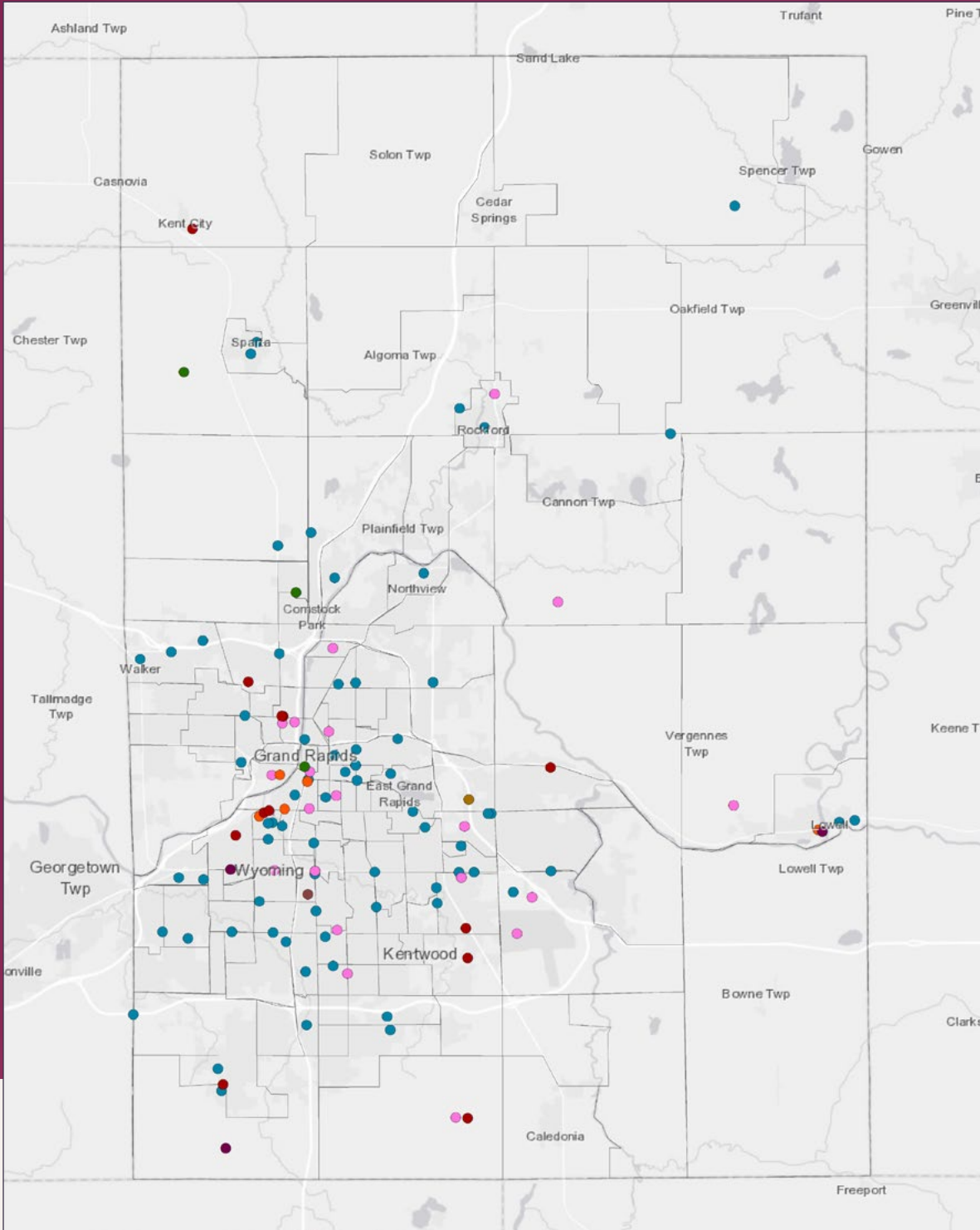


What We Still Want to Know

and what the Food System Plan will work to uncover

- How can we strengthen economic and workforce development in the food processing sector?
- How can we support fair conditions and wages for all workers in food processing and distribution?
- How can government organizations and private food retailers support more procurement of local food?
- How can we track the economic impact of local institutional procurement in our county?
- How much of the food produced in Kent County is sold locally vs. exported out of the county?

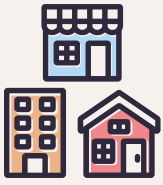
Food Processing Infrastructure in Kent County, MI



Map Legend^{16,17}



- Dairy Product Manufacturing (NAICS 3115)
- Fruit & Vegetable Preserving & Specialty Food Manufacturing
- Sugar & Confectionery Product Manufacturing (NAICS 3113)
- Grain & Oilseed Milling (NAICS 3112)
- USDA FSIS Meat, Poultry, and Egg Inspected Establishments
- Commercial Kitchens & Food Hubs
- Other Food Manufacturing (NAICS 3119)
- Bakeries & Tortilla Manufacturing (NAICS 3118)
- ▭ Kent County, Michigan Census Tracts



Food Access

Parts of the food system related to schools, grocers, hospitals, restaurants, food pantries, homes, labor and more.

Access to culturally-appropriate fresh produce and other whole food options is necessary for a nutritionally-balanced diet, which is, in turn, essential to good health. Food access considers consumers' ability to physically get to places where different foods are available for purchase, the affordability of various food options, and the availability of assistance to ensure consumers have the means to purchase their foods of choice. Residents' ability to access adequate, affordable, and culturally relevant foods varies significantly based on where they live within the county.

Food insecurity, as defined by the U.S. Department of Agriculture, is "a lack of consistent access to enough food for an active, healthy life." Rates of food insecurity fluctuate with economic conditions such as recessions and inflation and systemic disruptions such as the COVID-19 pandemic. Kent County saw a peak of food insecurity in 2009 from the Great Recession. Since then, rates of food insecurity have been in general decline except for a three-month spike in March-May 2020. With the end of emergency SNAP benefits in February 2023, there is concern that the downward trend will cease and food insecurity rates will begin to rise, especially in the most impoverished households.

Key Findings

- **Kent County ranked among the top 15% healthiest counties in Michigan for Health Outcomes & Health Factors.**¹⁸
- **Food insecurity rates are generally falling in Kent County, but vary widely by census tract from 5.4% to 26.4%.**
- **In Kent County, Black households and households with children are disproportionately likely to participate in SNAP.** Black households are more likely to participate in the SNAP program, making up 29% of SNAP participants, but only 9% total households. Households with children are also more likely to receive benefits as 46% of SNAP participants, but only 33% of total households.
- The ability to physically access food is a key component in food security. 29 of 128 census tracts in Kent County are low vehicle access¹⁹. With limited public transit options, especially in outlying cities and towns, the **built environment can hinder residents' food access.**

Challenges

- Food insecurity and the need for food assistance correlates with where Black, Indigenous, and people of color residents live within the county. Black and Hispanic communities are more likely to be impacted by food insecurity than their White neighbors.
- Kent County is home to over 220 public food programs and over 10% of residents are still food insecure.



By The Numbers

Consumer and Institutional Spending

- Households spend an average of **11.7%** of their total budget on food.²⁰
- Kent County has 22 School Food Authorities overseeing 200 schools with over 90,000 students. In 2019, these schools spent **\$1,944,567**, or **16%** of their total food spending, on local food. 50.6% of all K-12 students in Kent County are eligible to receive free or reduced lunch in the 2022 school year, compared to the statewide estimate of 53.3%.²¹

Food Access Points in Kent County

Conventional Food Access Points

- 128** Grocery Stores
- 74** Specialty Food Stores
- 94** Beer, Wine, and Liquor stores

Local Food Access Points

- 7** Farmers Markets
- 11** On-Farm Markets
- 10** Community-Supported Agriculture Programs

Emergency Food Assistance

- 69** Food Pantries
- 44** Mobile Pantry Sites
- 16** Summer Feeding Sites
- 9** Meal Sites
- 14** Other Programs (including emergency food distributions programs, home delivered meals, supplemental snack programs, etc.)
- 540** Individual Retail Locations Accepting SNAP
- 27** Locations Doubling SNAP Benefits

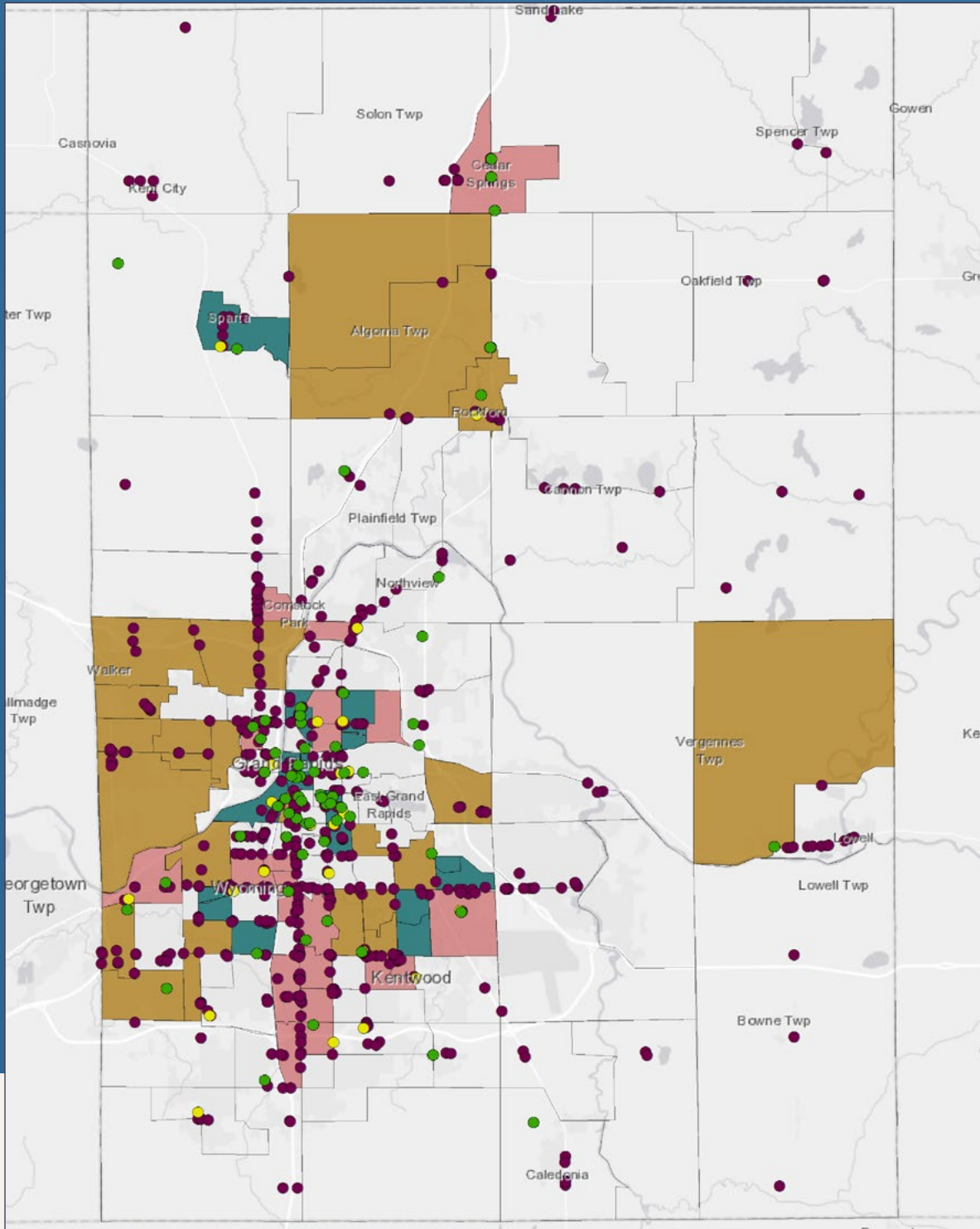


What We Still Want to Know

and what the Food System Plan will work to uncover

- How many residents qualify for benefits, but aren't receiving them? What is the "SNAP Gap" in Kent County?
- How can Kent County address systemic causes of food insecurity outside of the network of emergency food distribution organizations?
- How can Kent County grow Farm to School programming? How can we track the impact of local food school procurement on our economy and the health of our community?
- What percentage of Kent County residents are hunting or fishing for their food? How many are raising chickens or bees at home?

Food Access Locations in Kent County, MI



Map Legend^{22,23,24}



● Food Pantries ● Double Up Food Bucks Locations ● SNAP Store Locations

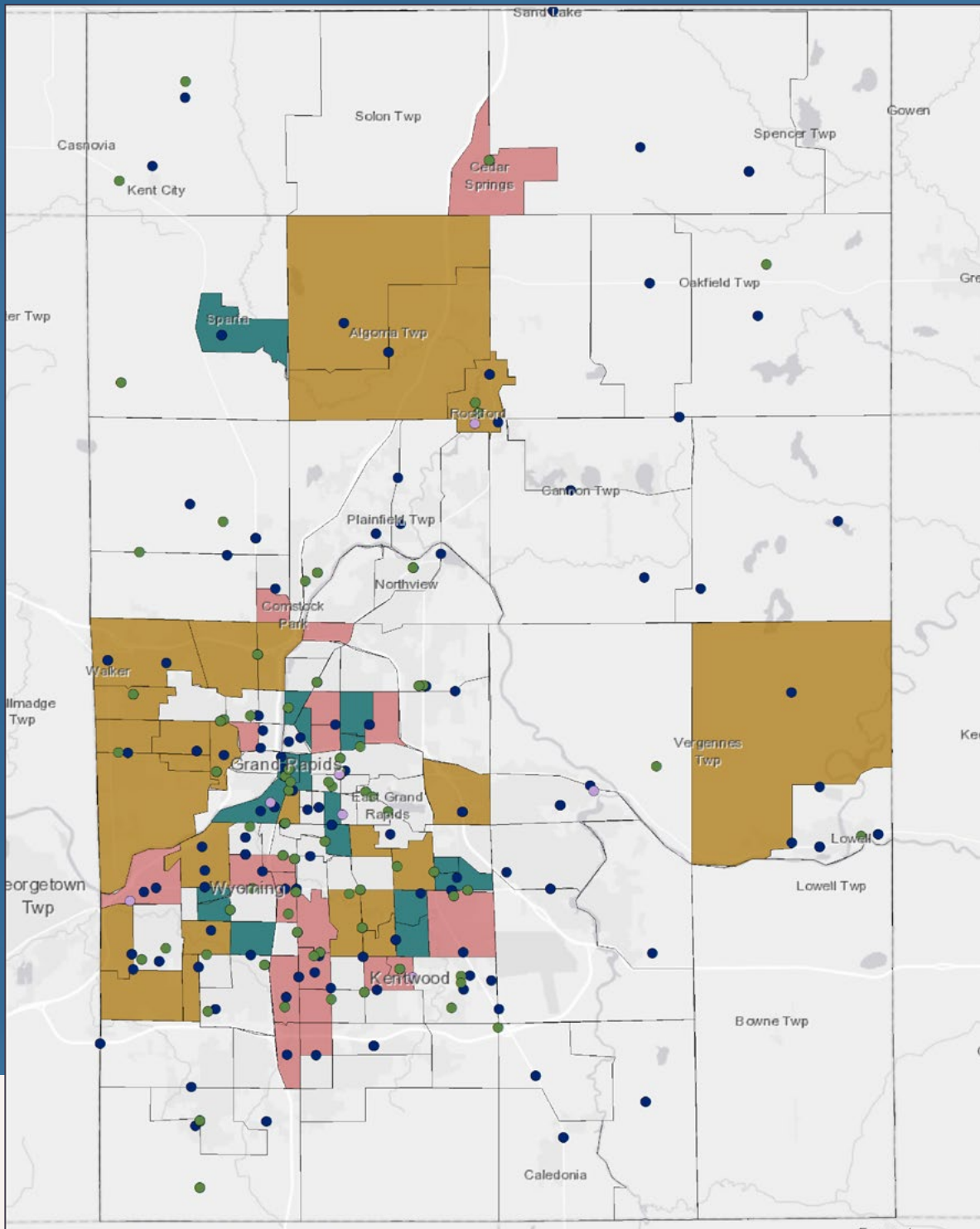
■ Low Income & Low Access at 1/2 & 10 Miles & Low Vehicle Access

■ Low Vehicle Access Only

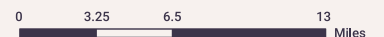
■ Low Income & Low Access at 1/2 & 10 Miles Only

□ Kent County, Michigan Census Tracts

Food Retail Outlets in Kent County, MI



Map Legend²⁵



- Farmers Markets
- Grocery Stores (NAICS 4451)
- Food Specialty Stores (NAICS 4452)
- Low Income & Low Access at 1/2 & 10 Miles & Low Vehicle Access
- Low Vehicle Access Only
- Low Income & Low Access at 1/2 & 10 Miles Only
- Kent County, Michigan Census Tracts



Food Waste & Waste Recovery

Parts of the food system related to food rescue, energy, recycling, landfills, compost, labor and more.

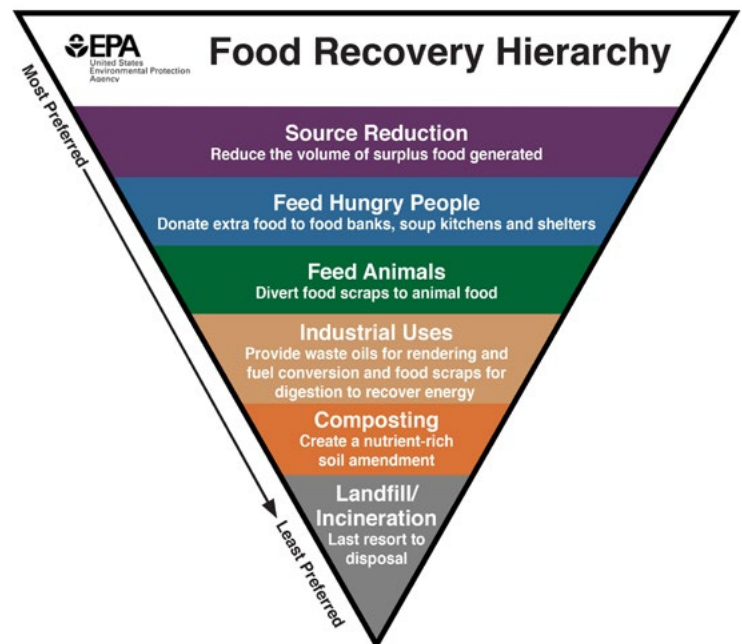
National studies suggest that up to 40% of all food produced is wasted. Loss occurs at each step in the food system. Examples include unharvested crops in fields; unsold food from retail stores; and uneaten prepared food or kitchen trimmings from restaurants, cafeterias, and households. While approximately 40% of food waste occurs from the industrial sector, the largest volumes of food waste occur at the consumer or household level. Environmental, social, and economic costs rise when the food we produce ends up in landfills.

Key Findings

Local food waste data for Kent County was very limited, showing a need for more data capture at the local and county levels.

We know that between 2017-2022 Feeding American Western Michigan distributed an average of 6,747,941 pounds of food per year. In 2022, 3,982,895 pounds (67%) were donated from farmers, manufacturers, distributors, and retailers, 478,289 pounds (8%) were purchased to fill inventory needs, and 1,486,773 pounds (25%) were government commodities distributed by USDA. Feeding America West Michigan saw the volume of available food decrease by nearly 20% last year. Fewer available pounds resulted in a corresponding decrease in distribution.

The Michigan Sustainable Business Forum is leading the development of the Michigan Food System Waste Reduction Road Map in 2023 which should help guide policy and best practices in this area at the state level.



The EPA's Food Recovery Hierarchy prioritizes source reduction and utilizing excess food supplies to combat food insecurity before composting.

Which sectors are generating the most food waste?

This chart shows which sectors are generating wasted food (excluding the industrial sector)²⁶



Challenges

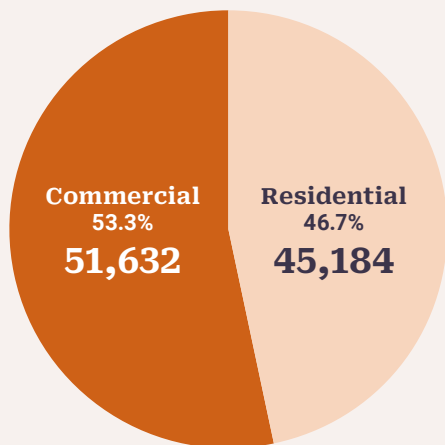
- Consumer confusion about date labeling on packaged foods, such as “use by” or “best by” contributes to food waste.
- Retailers want to sell foods in abundance, which can lead consumers to over-purchasing and large portion sizes at restaurants.
- Businesses are concerned about liability and brand protection when donating excess food.
- Composting infrastructure is limited and there are few options for businesses and community members to compost.
- A lack of availability of skilled harvesters leads to waste on farms and orchards.



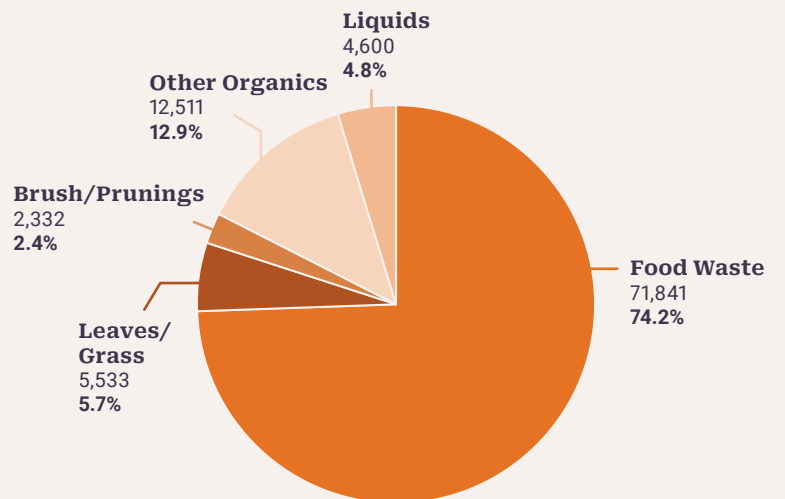


By The Numbers

2021 Total Organic Waste Generated in Kent County
(in Tons per Year)



2021 Total Organics Waste Generated in Kent County Breakdown
(in Tons per Year)



Examples of Kent County organizations working to divert food waste from landfills:



In 2022, **Organicycle** rescued and diverted 6 million pounds of organic materials from Kent County.



In 2022, the **Fulton Street Market Gleaning Program** gleaned 27,871 pounds of food.



Between 2018 and 2022, **Wormies** processed 1,720 cubic yards of food and farm waste and brown materials and returned 305 cubic yards of compost as soil amendments.



Other organizations include: **Feeding America West Michigan, Perfect Circle, Good Sweet Earth, Phoenix Resources, Flashfood, and My Green Michigan.**



What We Still Want to Know

and what the Food System Plan will work to uncover

- Where is a majority of the food waste coming from by sector in Kent County and how can we track it in a unified data source?
- How is recovered food waste being used - for human consumption, animal consumption, compost, etc?
- What are some municipal solutions to food waste recovery that can build on the existing organizational partnerships in place?
- How can more businesses connect with the Grand Rapids biodigester for waste diversion?
- How is the charitable food system a part of food waste recovery and how do those partners collaborate? How are they impacted by the growth of business solutions (i.e. Flashfood) to reduce food waste?
- What findings will the Michigan Sustainable Business Forum's Michigan Food System Waste Reduction Road Map of 2023 include and what local implications will this report have?



Next Steps

The data from this Food System Assessment will be combined with community input collected during the food system planning process to inform the future Kent County Food System Plan.

A food system plan is a long-range planning document defined by the American Planning Association as “a set of interconnected, forward-thinking activities that strengthen a community and regional food system through the creation and implementation of plans and policies.” It includes a baseline assessment of how we grow, distribute, consume, and dispose of food and identifies concrete action steps to be taken to improve the policies, programs, and investments that shape how food moves throughout Kent County and the region.

For more information, visit the Kent County Food Policy Council’s website:

<https://kentfoodpolicy.org/>

Sources

1. Center for Regional Food Systems Michigan Good Food Charter.” Michigan Good Food Charter, www.canr.msu.edu/michiganfood/. Accessed May 3, 2023.
2. “Michigan Agriculture Facts.” Michigan Farm Bureau Family of Companies, www.michfb.com/agriculture/michigan-agriculture-facts. Accessed May 3, 2023.
3. Mack, Julie.. “Comparing Urban vs. Rural Michigan by Latest Census Numbers.” Mlive, 27 Dec. 2018, www.mlive.com/news/erry-2018/12/906ac4ccb82663/comparing-urban-vs-rural-michi.html
4. Freedgood, Julia, et al. Farms Under Threat: The State of the States, 2020. American Farmland Trust. https://farmlandinfo.org/wp-content/uploads/sites/2/2020/09/AFT_FUT_StateoftheStates_rev.pdf
5. “United States Department of Agriculture.” 2017 Census by State - Michigan | 2017 Census of Agriculture | USDA/NASS, www.nass.usda.gov/Publications/AgCensus/2017/Full_Report/Census_by_State/Michigan/index.php. Accessed May 3, 2023.
6. Haugh, Carly. “Agricultural and Resource Economics News.” Agricultural and Resource Economics Adverse Effect Wage Rates of H2A Workers Increase in 2023 Comments, 20 Jan. 2023, www.cals.ncsu.edu/agricultural-and-resource-economics/news/adverse-effect-wage-rates-of-h-2a-workers-increase-in-2023/
7. Ibid.

8. "United States Department of Agriculture." 2017 Census by State - Michigan | 2017 Census of Agriculture | USDA/NASS, www.nass.usda.gov/Publications/AgCensus/2017/Full_Report/Census_by_State/Mlchigan/index.php. Accessed May 3, 2023.
9. Ibid.
10. Ibid.
11. United States Department of Agriculture. (2017). Census of Agriculture. From https://www.nass.usda.gov/Publications/AgCensus/2017/Full_Report/Census_by_State/Mlchigan/index.php
12. "Farms Under Threat 2040." American Farmland Trust: Farms Under Threat - Future Scenarios, development2040.farmland.org/. Accessed 1 August, 2023.
13. Ibid.
14. Ibid.
15. Bureau of Labor Statistics, U.S. Department of Labor, Quarterly Census of Employment and Wages. https://data.bls.gov/cew/apps/data_views/data_views.htm#tab=Tables. Accessed April 30, 2023.
16. Environmental Systems Research Institute (ESRI). (2012). ArcGIS Business Analyst, NAICS code data.
17. "Food Safety and Inspection Service." Meat, Poultry and Egg Product Inspection Directory, www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory
18. "Michigan Data and Resources." County Health Rankings & Roadmaps, www.countyhealthrankings.org/explore-health-rankings/michigan/data-and-resources. Accessed May 3, 2023.
19. "Food Access Research Atlas." USDA ERS - Go to the Atlas, www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas/ Accessed May 3, 2023.
20. 2021 ESRI via Census Business Builder, Regional Analyst Edition <https://cbb.census.gov/cbb>
21. USDA-FNS Farm to School Census 2019." United States Department of Agriculture, farmtoschoolcensus.fns.usda.gov/.
22. "Food Access Research Atlas." U.S. Department of Agriculture, Economic Research Service, www.ers.usda.gov/data-products/food-access-research-atlas.
23. "SNAP Retailer Locator." U.S. Department of Agriculture, Food and Nutrition Service, 9 Jan. 2023, www.fns.usda.gov/snap/retailer-locator.
24. "Participating Locations." Double Up Food Bucks Michigan, doubleupfoodbucks.org/wp-content/uploads/2022/02/2022-02-DU-MI-Participating-Locations-List-Updated-2.17.22.pdf
25. Environmental Systems Research Institute (ESRI). (2012). ArcGIS Business Analyst, NAICS code data.
26. "2019 Wasted Food Report." U.S. Environmental Protection Agency, April 2023, https://www.epa.gov/system/files/documents/2023-03/2019%20Wasted%20Food%20Report_508_opt_ec.pdf Accessed May 3, 2023.



Kent County
Food Policy Council
A Committee of ENTF



Kent County, Michigan

Food System Assessment

Executive Summary

March 4, 2024

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 24-09

Subject: Acceptance of 3rd transmission main project easements

Councilmembers:

We continue to acquire easements needed for the 3rd transmission line project. I recommend City Council's approval of the following easements:

| | | |
|----------------|--|---------------------------------------|
| Grantor: | Marvin B. Zwagerman | John W. Helm |
| Easement: | Water transmission main blowoff easement | Water transmission main vent easement |
| Parcel #: | 70-12-26-300-005 | 70-12-26-300-007 |
| Address: | 9083 Quincy Street | 1129 Van Buren Street |
| Consideration: | \$2,000.00 | \$2,000.00 |

I recommend the City Council approve the attached easements prepared by the City attorney.

Respectfully submitted,



John Shay
City Manager

Attachment: Easements

community • safety • stewardship

CITY COUNCIL

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



MEMORANDUM

TO: City of Wyoming - Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: February 29, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

On behalf of the City of Wyoming a Water Transmission Main Blowoff Easement necessary for the above referenced project has been acquired as follows.

Parcel No: 70-12-26-300-005

| | |
|---------------------|------------|
| Marvin B. Zwagerman | \$2,000.00 |
| 9083 Quincy Street | |
| Zeeland, MI 49464 | |

Enclosed is the **Original** signed Water Transmission Main Easement and completed W-9 form. Please make payment directly to the property owner at the above address and send a copy of the payment check to us for our files.

Please have the City Attorney sign and return the Easement to us so that we may properly record it with the Ottawa County Register of Deeds. We will forward a copy of the Easement to the property owner and the original to you upon recording.

If you have any questions, please give us a call. Thank you!

Land Matters Inc.

488 Kinney Avenue NW, Grand Rapids, Michigan 49534
Phone: 616.791.9805 Fax: 616.791.9815 www.landmatters.com

WATER TRANSMISSION MAIN BLOWOFF STRUCTURE EASEMENT

Parcel No. 70-12-26-300-005

The Grantor, **Marvin B. Zwagerman, Trustee of the Marvin B. and Elaine R. Zwagerman Trust u/a/d April 16, 2014**, whose address is 9083 Quincy Street, Zeeland, MI 49464, in exchange for the consideration of **Two Thousand Dollars and No Cents (\$2,000.00)**, the receipt and sufficiency of which is acknowledged, grants, and conveys to the **City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509** (City) a permanent easement in, on, over, and under the real property described in the attached **Exhibit A** as the **Easement Area** for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, blowoff structure appurtenant to underground water service transmission main that is located on other property as described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the blowoff structure located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.
4. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
5. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

6. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.

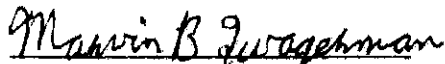
7. This easement may be modified only in writing with the approval of the Wyoming City Council.

Approved as a form:

Scott G. Smith, City Attorney

GRANTOR:

Marvin B. Zwagerman Trust u/a/d April 16, 2014


By: Marvin B. Zwagerman
Its: Trustee

STATE OF MICHIGAN)
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 24th day of February 2024, by Marvin B. Zwagerman, Trustee of the Marvin B. and Elaine R. Zwagerman Trust u/a/d April 16, 2014.



Deborah S. Poeder, Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 12/25/2028
Acting in the County of Ottawa

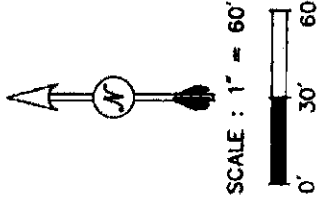
Drafted by:
Deborah S. Poeder
Land Matters, Inc.
488 Kinney Ave., NW
Grand Rapids, MI 49534

Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

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

EASEMENT SKETCH

70-12-26-300-005
EXHIBIT "A"



SUBJECT PARCEL (TAX DESCRIPTION)

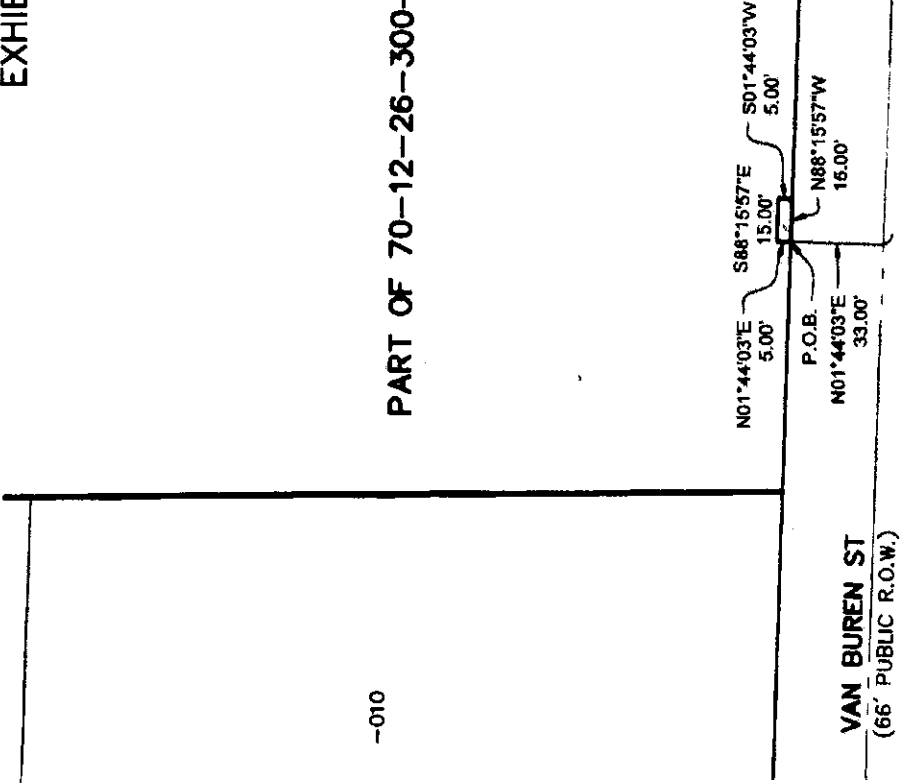
THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN.

EASEMENT DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 26; THENCE N88°15'57"W 1231.47 FEET ALONG THE SOUTH LINE OF SAID SECTION 26; THENCE N01°44'03"E 33.00 FEET TO THE NORTH LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N01°44'03"E 5.00 FEET; THENCE S88°15'57"E 15.00 FEET; THENCE S01°44'03"W 5.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET; THENCE N88°15'57"W 15.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING.
(75 SQUARE FEET)

PART OF 70-12-26-300-005

-010



VAN BUREN ST
(66' PUBLIC R.O.W.)

N01°44'03"E 5.00'
S88°15'57"E 15.00'
P.O.B.
N01°44'03"E 33.00'
N88°15'57"W 16.00'
S01°44'03"W 5.00'

S 1/4 COR., SEC 26, T6N, R15W
S LINE, SEC 26, T6N, R15W
N88°15'57"W 1231.47'

Prein & Newhof
Engineers - Surveyors - Environmental - Laboratory
3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com
t. (616) 364-8491
f. (616) 364-8955
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 26
TOWN 6 NORTH, RANGE 15 WEST
PORT SHELTON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN
Date : 11/22/2023
Project No. 2180630
PAGE 1 OF 2



MEMORANDUM

TO: City of Wyoming – Myron Erickson, Director of Public Works
FROM: Deborah S. Poeder
DATE: February 29, 2024
RE: City of Wyoming Wastewater Treatment Project
3rd Transmission Line - 98th Alignment

On behalf of the City of Wyoming a Water Transmission Main Vent Easement necessary for the above referenced project has been acquired as follows.

Parcel No: 70-12-26-300-007

John W. Helm
1129 Van Buren Street
Holland, MI 49424

\$2,000.00

Enclosed is the **Original** signed Water Transmission Main Easement and completed W-9 form. Please make payment directly to the property owner at the above address and send a copy of the payment check to us for our files.

Please have the City Attorney sign and return the Easement to us so that we may properly record it with the Ottawa County Register of Deeds. We will forward a copy of the Easement to the property owner and the original to you upon recording.

If you have any questions, please give us a call. Thank you!

Land Matters Inc.

488 Kinney Avenue NW, Grand Rapids, Michigan 49534
Phone: 616.791.9805 Fax: 616.791.9815 www.landmatters.com

WATER TRANSMISSION MAIN VENT EASEMENT

Parcel No. 70-12-26-300-007

The Grantor, John W. Helm and Gail K. Helm, as Trustees of the Helm Family Protection Trust u/a/d July 26, 2018, whose address is 11129 Van Buren Street, Holland, MI 49424, in exchange for the consideration of Two Thousand Dollars and No Cents (\$2,000.00), the receipt and sufficiency of which is acknowledged, grants, and conveys to the City of Wyoming, a Michigan municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (City) a permanent easement in, on, over, and under the real property described in the attached Exhibit A as the Easement Area for the purposes of constructing, installing, reconstructing, reinstalling, repairing, maintaining, replacing, improving, inspecting, monitoring, operating, using, air release vent appurtenant to underground water service transmission main that is located on other property as described or depicted in Exhibit A. This easement is subject to the following:

1. Grantor may continue to use the Easement Area subject to the following:
 - A. No buildings or other structures, including brick, block or stone walls, or fences may be constructed in the Easement Area. Nothing shall be placed in the Easement Area that covers or blocks access to the air release vent located above ground as described/depicted on Exhibit A.
 - B. Subject to subparagraph A, the Easement Area may be improved by landscaping other than minimal grading reasonably needed to address storm water flow, soils may not be removed from or regraded over the Easement Area without City's prior written approval. The Easement Area shall not be terraced or improved with a retaining wall.
2. Except for urgent or emergency situations, City entry upon and work within the Easement Area shall occur only after reasonable notice to Grantor.
3. After the initial construction of the water transmission main is completed, if work is undertaken in the Easement Area and any other disturbed areas of Grantor's property shall be restored, without expense to Grantor, to a condition reasonably like that existing immediately before that work. Landscape restoration will be by seeding of lawns, and trees and shrubs will be replaced with standard nursery stock of similar species. If Grantor locates them for City before work begins, underground irrigation or electronic pet fence wire will be manually cut, and City will reimburse Grantor reasonable costs Grantor incurs to repair cut lines and irrigation heads.
4. City's rights under this easement may be exercised by City's officers, employees, engineering and other consultants, contractors, and other designated agents and representatives.
5. This easement shall run with land as a perpetual easement for the benefit of City and City's water supply system. City may assign this easement to any successor of City in ownership and operation of City's water supply system.

6. This easement shall be binding on Grantor and Grantor's successors, heirs, assigns and all other owners of the property upon which the Easement Area is located. "Grantor" as used in this easement includes Grantor as identified above and Grantor's successors, heirs, assigns and all other owners of the property upon with the Easement Area is located.

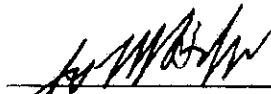
7. This easement may be modified only in writing with the approval of the Wyoming City Council.

Approved as a form:

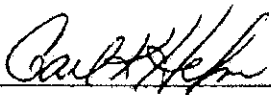
Scott G. Smith, City Attorney

GRANTOR:

**John W. Helm and Gail K. Helm, as Trustees of the
Helm Family Protection Trust u/a/d July 26, 2018**



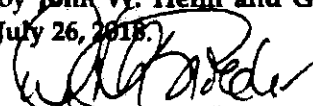
By: John W. Helm
Its: Trustee



By: Gail K. Helm
Its: Trustee

STATE OF MICHIGAN)
COUNTY OF OTAWA

The foregoing instrument was acknowledged before me in Ottawa County, Michigan on this 29th day of February 2020 by John W. Helm and Gail K. Helm, as Trustees of the Helm Family Protection Trust u/a/d July 26, 2018.



Deborah S. Poeder Notary Public
State of Michigan, County of Ottawa
My Commission Expires: 12/25/28
Acting in the County of Ottawa

DEBORAH S. POEDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec 25, 2028
Acting in the County of OTAWA

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

Legal Description prepared by:
Prein & Newhof
3355 Evergreen Dr., NE
Grand Rapids, MI 49525

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

EASEMENT SKETCH

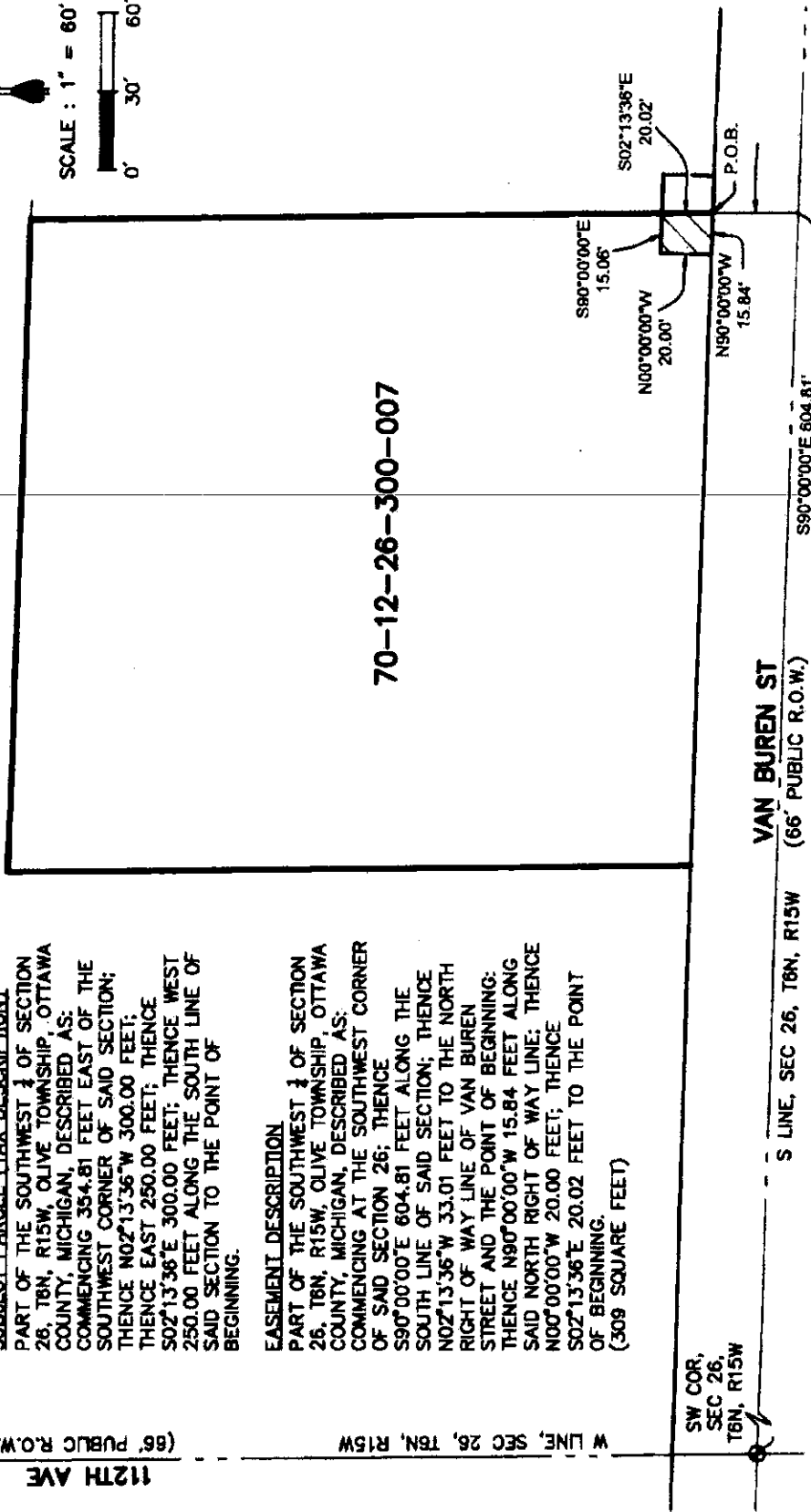
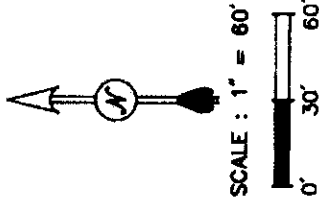
EXHIBIT "A"

112TH AVE
(66' PUBLIC R.O.W.)

SUBJECT PARCEL (TAX DESCRIPTION)
PART OF THE SOUTHWEST 1/4 OF SECTION 26, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING 354.81 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE N02°13'36"W 300.00 FEET; THENCE EAST 250.00 FEET; THENCE S02°13'36"E 300.00 FEET; THENCE WEST 250.00 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION
PART OF THE SOUTHWEST 1/4 OF SECTION 26, T6N, R15W, OLIVE TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE S90°00'00"E 604.81 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE N02°13'36"W 33.01 FEET TO THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING; THENCE N90°00'00"W 15.84 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE N00°00'00"W 20.00 FEET; THENCE S02°13'36"E 20.02 FEET TO THE POINT OF BEGINNING.
(309 SQUARE FEET)

70-12-26-300-007



SW COR,
SEC 26,
T6N, R15W

VAN BUREN ST
(66' PUBLIC R.O.W.)

S LINE, SEC 26, T6N, R15W (66' PUBLIC R.O.W.)

Prein & Newhof
Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE
Grand Rapids, MI 49525
www.preinnewhof.com
t. (616) 364-8481
f. (616) 364-8955
info@preinnewhof.com

CLIENT:
CITY OF WYOMING
2660 BURLINGAME AVE.
WYOMING, MI 49509

LOCATED IN : SECTION 26
TOWN 6 NORTH, RANGE 15 WEST
PORT SHELTON TOWNSHIP,
OTTAWA COUNTY, MICHIGAN
Date : 11/22/2023
Project No. 2180630

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND
SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT,
SPECIAL ASSESSMENT ROLL 24-818

WHEREAS:

1. Spongy moths can cause tree and plant damage such as defoliation, stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings and potentially, reduced property values.
2. The City Council directed the City Manager to prepare plans and specifications and an estimate of cost for a spongy moth suppression project as described below.
3. The City Manager caused the preparation of those plans and specifications and filed them with the City Clerk, together with certain recommendations as required by the City Charter and City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the plans and specifications, cost estimate and report for the 2024 spongy moth suppression project, shall remain on file in the Office of the City Clerk, and shall be available for public examination.
2. That all the costs of that public improvement be specially assessed against parcels specially benefitted from that project as depicted within the drawing attached as Exhibit A and listed by tax parcel numbers and addresses on Exhibit B that together comprise the proposed special assessment district 24-818.
3. The City Council will hold a public hearing during its regular meeting of Monday, **April 1, 2024, at 7:01 p.m.**, to hear from all persons affected by or interested in the proposed 2024 spongy moth suppression project or who own or occupy property in the proposed special assessment district.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

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 session held on March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

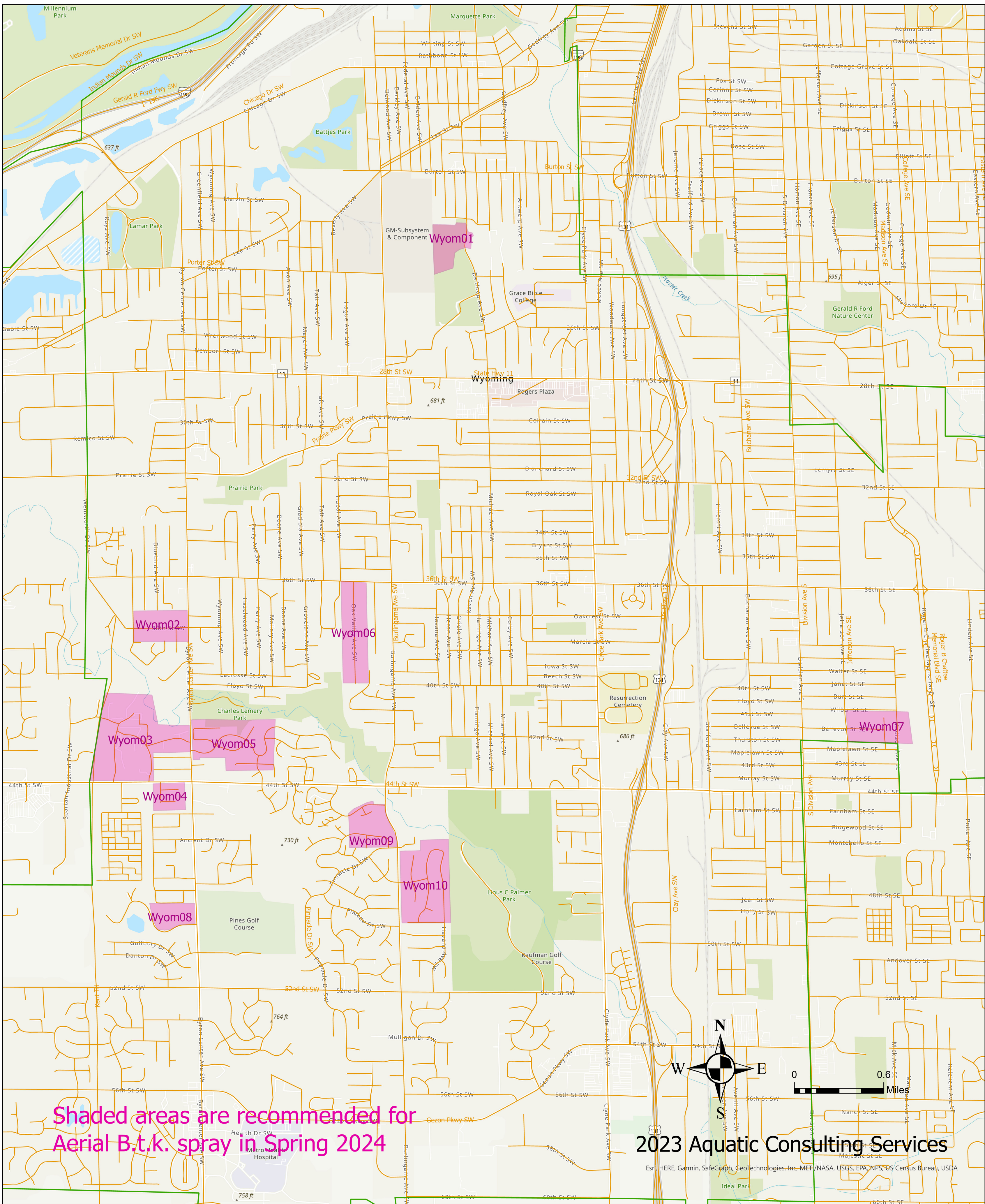
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (1st Letter)

Resolution No. _____

City of Wyoming Spongy Moth Survey Report 2024



Shaded areas are recommended for
Aerial B.t.k. spray in Spring 2024

2023 Aquatic Consulting Services

Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

| | | | | | |
|--------------|------|---------------------|--------------|------|---------------------|
| 411722226003 | 1742 | 36TH ST SW | 411721226116 | 3763 | BYRON CENTER AVE SW |
| 411722226004 | 1740 | 36TH ST SW | 411721226123 | 3733 | BYRON CENTER AVE SW |
| 411722226059 | 1754 | 36TH ST SW | 411721278032 | 3815 | BYRON CENTER AVE SW |
| 411722226060 | 1748 | 36TH ST SW | 411721278036 | 3835 | BYRON CENTER AVE SW |
| 411721278001 | 2424 | 38TH ST SW | 411721278050 | 3825 | BYRON CENTER AVE SW |
| 411721276026 | 2520 | 38TH ST SW | 411722352015 | 4236 | BYRON CENTER AVE SW |
| 411721204020 | 2615 | 38TH ST SW | 411722354052 | 4304 | BYRON CENTER AVE SW |
| 411721204021 | 2605 | 38TH ST SW | 411728227039 | 4415 | BYRON CENTER AVE SW |
| 411721226033 | 2425 | 38TH ST SW | 411728227040 | 4433 | BYRON CENTER AVE SW |
| 411721226121 | 2429 | 38TH ST SW | 411728227041 | 4467 | BYRON CENTER AVE SW |
| 411721276025 | 2534 | 38TH ST SW | 411728227042 | 4489 | BYRON CENTER AVE SW |
| 411721276030 | 2452 | 38TH ST SW | 411728428020 | 4875 | BYRON CENTER AVE SW |
| 411721276035 | 2442 | 38TH ST SW | 411728428021 | 4885 | BYRON CENTER AVE SW |
| 411721276037 | 2586 | 38TH ST SW | 411722377036 | 2069 | CANNON ST SW |
| 411721278030 | 2408 | 38TH ST SW | 411722379028 | 2064 | CANNON ST SW |
| 411721451029 | 2801 | 44TH ST SW | 411728226002 | 4409 | CAROL AVE SW |
| 411721451037 | 2801 | 44TH ST SW | 411728226003 | 4415 | CAROL AVE SW |
| 411727226016 | 1740 | 44TH ST SW | 411728226004 | 4421 | CAROL AVE SW |
| 411728226012 | 2580 | 44TH ST SW | 411728226005 | 4427 | CAROL AVE SW |
| 411728428009 | 4862 | BAYVIEW DR SW | 411728226006 | 4433 | CAROL AVE SW |
| 411711131019 | 1350 | BELFIELD ST SW | 411728226007 | 4439 | CAROL AVE SW |
| 411819328029 | 221 | BELLEVUE ST SE | 411728226008 | 4445 | CAROL AVE SW |
| 411819328030 | 227 | BELLEVUE ST SE | 411728226009 | 4451 | CAROL AVE SW |
| 411819328033 | 311 | BELLEVUE ST SE | 411728226010 | 4457 | CAROL AVE SW |
| 411819328034 | 319 | BELLEVUE ST SE | 411728227001 | 4410 | CAROL AVE SW |
| 411819328070 | 327 | BELLEVUE ST SE | 411728227015 | 4430 | CAROL AVE SW |
| 411819328071 | 329 | BELLEVUE ST SE | 411728227016 | 4442 | CAROL AVE SW |
| 411819328078 | 333 | BELLEVUE ST SE | 411727278025 | 4610 | CHATEAU CT SW |
| 411819329009 | 236 | BELLEVUE ST SE | 411727278026 | 4618 | CHATEAU CT SW |
| 411819329011 | 310 | BELLEVUE ST SE | 411727278027 | 4619 | CHATEAU CT SW |
| 411819329012 | 318 | BELLEVUE ST SE | 411727278028 | 4611 | CHATEAU CT SW |
| 411819329013 | 324 | BELLEVUE ST SE | 411727278029 | 4603 | CHATEAU CT SW |
| 411819329014 | 332 | BELLEVUE ST SE | 411727249001 | 1735 | CHATEAU DR SW |
| 411819329015 | 334 | BELLEVUE ST SE | 411727249002 | 1727 | CHATEAU DR SW |
| 411721226080 | 3743 | BLUEBIRD AVE SW | 411727249003 | 1719 | CHATEAU DR SW |
| 411721226081 | 3750 | BLUEBIRD AVE SW | 411727249004 | 1711 | CHATEAU DR SW |
| 411721226082 | 3744 | BLUEBIRD AVE SW | 411727249005 | 1703 | CHATEAU DR SW |
| 411721226083 | 3736 | BLUEBIRD AVE SW | 411727249006 | 1667 | CHATEAU DR SW |
| 411726151006 | 4726 | BURLINGAME AVE SW | 411727249007 | 1659 | CHATEAU DR SW |
| 411726151007 | 4790 | BURLINGAME AVE SW | 411727249008 | 1651 | CHATEAU DR SW |
| 411726151010 | 4680 | BURLINGAME AVE SW | 411727249009 | 1643 | CHATEAU DR SW |
| 411726151011 | 4690 | BURLINGAME AVE SW | 411727249010 | 1635 | CHATEAU DR SW |
| 411726151021 | 4696 | BURLINGAME AVE SW | 411727249011 | 1627 | CHATEAU DR SW |
| 411726151022 | 4700 | BURLINGAME AVE SW | 411727249012 | 1619 | CHATEAU DR SW |
| 411726152001 | 4794 | BURLINGAME AVE SW | 411727249013 | 1611 | CHATEAU DR SW |
| 411726153001 | 4798 | BURLINGAME AVE SW | 411727249014 | 1603 | CHATEAU DR SW |
| 411726301036 | 4860 | BURLINGAME AVE SW | 411727249018 | 1759 | CHATEAU DR SW |
| 411726301037 | 4880 | BURLINGAME AVE SW | 411727249019 | 1747 | CHATEAU DR SW |
| 411721226108 | 3727 | BYRON CENTER AVE SW | 411727278019 | 1642 | CHATEAU DR SW |
| 411721226114 | 3747 | BYRON CENTER AVE SW | 411727278020 | 1650 | CHATEAU DR SW |

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

| | | | | | |
|--------------|------|--------------------|--------------|------|-------------------|
| 411727278021 | 1658 | CHATEAU DR SW | 411722351026 | 2280 | CRESTVIEW DR SW |
| 411727278022 | 1666 | CHATEAU DR SW | 411727278003 | 4627 | DEEPWOOD CT SW |
| 411727278023 | 1702 | CHATEAU DR SW | 411727278004 | 4619 | DEEPWOOD CT SW |
| 411727278024 | 1710 | CHATEAU DR SW | 411727278005 | 4618 | DEEPWOOD CT SW |
| 411727278030 | 1734 | CHATEAU DR SW | 411722378011 | 4311 | FOREST PARK DR SW |
| 411727278038 | 1770 | CHATEAU DR SW | 411722379025 | 4310 | FOREST PARK DR SW |
| 411727278039 | 1758 | CHATEAU DR SW | 411722381004 | 4337 | FOREST PARK DR SW |
| 411727278040 | 1746 | CHATEAU DR SW | 411722382001 | 4340 | FOREST PARK DR SW |
| 411726101032 | 0 | CITY BUCK CREEK NP | 411721226053 | 3737 | GOODMAN AVE SW |
| 411726152002 | 4755 | CRANWOOD AVE SW | 411721226054 | 3738 | GOODMAN AVE SW |
| 411726152003 | 4749 | CRANWOOD AVE SW | 411721226055 | 3730 | GOODMAN AVE SW |
| 411726152004 | 4737 | CRANWOOD AVE SW | 411722376007 | 2126 | GREENVIEW CT SW |
| 411726152005 | 4725 | CRANWOOD AVE SW | 411722376002 | 2153 | GREENVIEW CT SW |
| 411726152006 | 4713 | CRANWOOD AVE SW | 411722376003 | 2145 | GREENVIEW CT SW |
| 411726152007 | 4701 | CRANWOOD AVE SW | 411722376004 | 2137 | GREENVIEW CT SW |
| 411726152008 | 4693 | CRANWOOD AVE SW | 411722376005 | 2131 | GREENVIEW CT SW |
| 411726152009 | 4681 | CRANWOOD AVE SW | 411722376006 | 2125 | GREENVIEW CT SW |
| 411726152010 | 4669 | CRANWOOD AVE SW | 411722376008 | 2132 | GREENVIEW CT SW |
| 411726154022 | 4738 | CRANWOOD AVE SW | 411722376009 | 2138 | GREENVIEW CT SW |
| 411726154023 | 4726 | CRANWOOD AVE SW | 411722376010 | 2146 | GREENVIEW CT SW |
| 411726154024 | 4714 | CRANWOOD AVE SW | 411722376011 | 2154 | GREENVIEW CT SW |
| 411726154025 | 4702 | CRANWOOD AVE SW | 411722351011 | 2373 | GREENVIEW DR SW |
| 411726154026 | 4694 | CRANWOOD AVE SW | 411722351012 | 2363 | GREENVIEW DR SW |
| 411726154027 | 4682 | CRANWOOD AVE SW | 411722351013 | 2351 | GREENVIEW DR SW |
| 411726154028 | 4670 | CRANWOOD AVE SW | 411722351014 | 2339 | GREENVIEW DR SW |
| 411726154030 | 4746 | CRANWOOD AVE SW | 411722351015 | 2327 | GREENVIEW DR SW |
| 411726154031 | 4754 | CRANWOOD AVE SW | 411722351016 | 2315 | GREENVIEW DR SW |
| 411726155001 | 4786 | CRANWOOD AVE SW | 411722352001 | 2386 | GREENVIEW DR SW |
| 411726301022 | 4801 | CRANWOOD AVE SW | 411722352002 | 2364 | GREENVIEW DR SW |
| 411726301023 | 4813 | CRANWOOD AVE SW | 411722352003 | 2354 | GREENVIEW DR SW |
| 411726301024 | 4825 | CRANWOOD AVE SW | 411722352004 | 2344 | GREENVIEW DR SW |
| 411726301025 | 4837 | CRANWOOD AVE SW | 411722352005 | 2330 | GREENVIEW DR SW |
| 411726301026 | 4849 | CRANWOOD AVE SW | 411722353010 | 2255 | GREENVIEW DR SW |
| 411726301028 | 4798 | CRANWOOD AVE SW | 411722353011 | 2249 | GREENVIEW DR SW |
| 411726301029 | 4802 | CRANWOOD AVE SW | 411722353012 | 2241 | GREENVIEW DR SW |
| 411726301030 | 4814 | CRANWOOD AVE SW | 411722353013 | 2235 | GREENVIEW DR SW |
| 411726301031 | 4826 | CRANWOOD AVE SW | 411722353014 | 2225 | GREENVIEW DR SW |
| 411726301032 | 4838 | CRANWOOD AVE SW | 411722353015 | 2217 | GREENVIEW DR SW |
| 411726301033 | 4850 | CRANWOOD AVE SW | 411722353016 | 2209 | GREENVIEW DR SW |
| 411722303003 | 2369 | CRESTVIEW DR SW | 411722354008 | 2262 | GREENVIEW DR SW |
| 411722303004 | 2357 | CRESTVIEW DR SW | 411722354009 | 2256 | GREENVIEW DR SW |
| 411722351001 | 2400 | CRESTVIEW DR SW | 411722354010 | 2250 | GREENVIEW DR SW |
| 411722351002 | 2370 | CRESTVIEW DR SW | 411722354012 | 2238 | GREENVIEW DR SW |
| 411722351003 | 2358 | CRESTVIEW DR SW | 411722354013 | 2232 | GREENVIEW DR SW |
| 411722351004 | 2346 | CRESTVIEW DR SW | 411722354014 | 2226 | GREENVIEW DR SW |
| 411722351005 | 2332 | CRESTVIEW DR SW | 411722354015 | 2222 | GREENVIEW DR SW |
| 411722351006 | 2320 | CRESTVIEW DR SW | 411722354016 | 2218 | GREENVIEW DR SW |
| 411722351007 | 2306 | CRESTVIEW DR SW | 411722354065 | 2244 | GREENVIEW DR SW |
| 411722351008 | 2286 | CRESTVIEW DR SW | 411722378001 | 2214 | GREENVIEW DR SW |
| 411722351010 | 2390 | CRESTVIEW DR SW | 411722378002 | 2208 | GREENVIEW DR SW |

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

| | | | | | |
|--------------|------|-----------------|--------------|------|----------------|
| 411726305016 | 1465 | GRENADIER CT SW | 411726156015 | 4699 | HAVANA AVE SW |
| 411726305017 | 1453 | GRENADIER CT SW | 411726156016 | 4725 | HAVANA AVE SW |
| 411726305018 | 1441 | GRENADIER CT SW | 411726156020 | 4765 | HAVANA AVE SW |
| 411726305019 | 1440 | GRENADIER CT SW | 411726156021 | 4779 | HAVANA AVE SW |
| 411726305020 | 1452 | GRENADIER CT SW | 411726156023 | 4749 | HAVANA AVE SW |
| 411726305021 | 1464 | GRENADIER CT SW | 411726156028 | 4731 | HAVANA AVE SW |
| 411726154003 | 4675 | GRENADIER DR SW | 411726156029 | 4737 | HAVANA AVE SW |
| 411726154004 | 4687 | GRENADIER DR SW | 411726156030 | 4795 | HAVANA AVE SW |
| 411726154005 | 4693 | GRENADIER DR SW | 411726156031 | 4801 | HAVANA AVE SW |
| 411726154008 | 4725 | GRENADIER DR SW | 411726157002 | 4682 | HAVANA AVE SW |
| 411726154009 | 4737 | GRENADIER DR SW | 411726157003 | 4706 | HAVANA AVE SW |
| 411726154010 | 4749 | GRENADIER DR SW | 411726157004 | 4728 | HAVANA AVE SW |
| 411726154013 | 4635 | GRENADIER DR SW | 411726157005 | 4734 | HAVANA AVE SW |
| 411726154017 | 4701 | GRENADIER DR SW | 411726157006 | 4746 | HAVANA AVE SW |
| 411726154018 | 4713 | GRENADIER DR SW | 411726157011 | 4678 | HAVANA AVE SW |
| 411726155002 | 4771 | GRENADIER DR SW | 411726157012 | 4786 | HAVANA AVE SW |
| 411726155005 | 4787 | GRENADIER DR SW | 411726157013 | 4798 | HAVANA AVE SW |
| 411726156003 | 4688 | GRENADIER DR SW | 411726157014 | 4806 | HAVANA AVE SW |
| 411726156004 | 4704 | GRENADIER DR SW | 411726304008 | 4834 | HAVANA AVE SW |
| 411726156005 | 4712 | GRENADIER DR SW | 411726304009 | 4846 | HAVANA AVE SW |
| 411726156006 | 4724 | GRENADIER DR SW | 411726304010 | 4858 | HAVANA AVE SW |
| 411726156007 | 4736 | GRENADIER DR SW | 411726304011 | 4870 | HAVANA AVE SW |
| 411726156008 | 4748 | GRENADIER DR SW | 411726304012 | 4882 | HAVANA AVE SW |
| 411726156011 | 4776 | GRENADIER DR SW | 411726304013 | 4894 | HAVANA AVE SW |
| 411726156012 | 4622 | GRENADIER DR SW | 411726304018 | 4818 | HAVANA AVE SW |
| 411726156024 | 4646 | GRENADIER DR SW | 411726304019 | 4822 | HAVANA AVE SW |
| 411726156025 | 4664 | GRENADIER DR SW | 411726304020 | 4906 | HAVANA AVE SW |
| 411726156026 | 4752 | GRENADIER DR SW | 411726304022 | 4928 | HAVANA AVE SW |
| 411726156027 | 4764 | GRENADIER DR SW | 411726305001 | 4813 | HAVANA AVE SW |
| 411726156032 | 4788 | GRENADIER DR SW | 411726305002 | 4825 | HAVANA AVE SW |
| 411726301008 | 4801 | GRENADIER DR SW | 411726305003 | 4837 | HAVANA AVE SW |
| 411726301009 | 4813 | GRENADIER DR SW | 411726305004 | 4845 | HAVANA AVE SW |
| 411726301010 | 4825 | GRENADIER DR SW | 411726305005 | 4857 | HAVANA AVE SW |
| 411726301011 | 4837 | GRENADIER DR SW | 411726305006 | 4869 | HAVANA AVE SW |
| 411726301012 | 4849 | GRENADIER DR SW | 411726305007 | 4881 | HAVANA AVE SW |
| 411726301013 | 4855 | GRENADIER DR SW | 411726305008 | 4893 | HAVANA AVE SW |
| 411726301014 | 4867 | GRENADIER DR SW | 411726305009 | 4905 | HAVANA AVE SW |
| 411726301015 | 4879 | GRENADIER DR SW | 411726305010 | 4911 | HAVANA AVE SW |
| 411726301016 | 4883 | GRENADIER DR SW | 411722351017 | 2263 | HOLLIDAY DR SW |
| 411726301017 | 4897 | GRENADIER DR SW | 411722351018 | 2249 | HOLLIDAY DR SW |
| 411726305011 | 4800 | GRENADIER DR SW | 411722351021 | 2219 | HOLLIDAY DR SW |
| 411726305012 | 4812 | GRENADIER DR SW | 411722351022 | 2213 | HOLLIDAY DR SW |
| 411726305013 | 4824 | GRENADIER DR SW | 411722351027 | 2237 | HOLLIDAY DR SW |
| 411726305014 | 4836 | GRENADIER DR SW | 411722352007 | 2349 | HOLLIDAY DR SW |
| 411726305015 | 4848 | GRENADIER DR SW | 411722352008 | 2343 | HOLLIDAY DR SW |
| 411726305022 | 4876 | GRENADIER DR SW | 411722352009 | 2335 | HOLLIDAY DR SW |
| 411726305023 | 4882 | GRENADIER DR SW | 411722352010 | 2329 | HOLLIDAY DR SW |
| 411726154019 | 4664 | HAVANA AVE SW | 411722352011 | 2323 | HOLLIDAY DR SW |
| 411726156013 | 4665 | HAVANA AVE SW | 411722352012 | 2315 | HOLLIDAY DR SW |
| 411726156014 | 4677 | HAVANA AVE SW | 411722352013 | 2301 | HOLLIDAY DR SW |

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

| | | | | | |
|--------------|------|----------------|--------------|------|---------------------|
| 411722353001 | 2246 | HOLLIDAY DR SW | 411722226037 | 3630 | HUBAL AVE SW |
| 411722353002 | 2236 | HOLLIDAY DR SW | 411722226039 | 3638 | HUBAL AVE SW |
| 411722353003 | 2230 | HOLLIDAY DR SW | 411722226061 | 3612 | HUBAL AVE SW |
| 411722353004 | 2222 | HOLLIDAY DR SW | 411819328024 | 4104 | JEFFERSON AVE SE |
| 411722353005 | 2216 | HOLLIDAY DR SW | 411819328025 | 4114 | JEFFERSON AVE SE |
| 411722353006 | 2212 | HOLLIDAY DR SW | 411819328026 | 4124 | JEFFERSON AVE SE |
| 411722353007 | 2206 | HOLLIDAY DR SW | 411819329001 | 4140 | JEFFERSON AVE SE |
| 411722353008 | 2200 | HOLLIDAY DR SW | 411819329002 | 4160 | JEFFERSON AVE SE |
| 411722353009 | 2260 | HOLLIDAY DR SW | 411819329003 | 4200 | JEFFERSON AVE SE |
| 411722354002 | 2346 | HOLLIDAY DR SW | 411721451035 | 0 | KENT TRAILS |
| 411722354006 | 2314 | HOLLIDAY DR SW | 411722382009 | 4335 | KNICKERBOCKER CT SW |
| 411722354007 | 2300 | HOLLIDAY DR SW | 411722374002 | 2210 | KNICKERBOCKER ST SW |
| 411722354053 | 2326 | HOLLIDAY DR SW | 411722374003 | 2222 | KNICKERBOCKER ST SW |
| 411722354054 | 2320 | HOLLIDAY DR SW | 411722374004 | 2234 | KNICKERBOCKER ST SW |
| 411722354058 | 2356 | HOLLIDAY DR SW | 411722374005 | 2246 | KNICKERBOCKER ST SW |
| 411722354067 | 2334 | HOLLIDAY DR SW | 411722374006 | 2245 | KNICKERBOCKER ST SW |
| 411722376001 | 2209 | HOLLIDAY DR SW | 411722374007 | 2233 | KNICKERBOCKER ST SW |
| 411722376012 | 2161 | HOLLIDAY DR SW | 411722374008 | 2221 | KNICKERBOCKER ST SW |
| 411722376013 | 2153 | HOLLIDAY DR SW | 411722374009 | 2209 | KNICKERBOCKER ST SW |
| 411722376014 | 2147 | HOLLIDAY DR SW | 411722378008 | 2197 | KNICKERBOCKER ST SW |
| 411722376015 | 2141 | HOLLIDAY DR SW | 411722378009 | 2185 | KNICKERBOCKER ST SW |
| 411722376016 | 2135 | HOLLIDAY DR SW | 411722378010 | 2173 | KNICKERBOCKER ST SW |
| 411722376017 | 2129 | HOLLIDAY DR SW | 411722379011 | 2131 | KNICKERBOCKER ST SW |
| 411722376018 | 2123 | HOLLIDAY DR SW | 411722379012 | 2125 | KNICKERBOCKER ST SW |
| 411722376019 | 2101 | HOLLIDAY DR SW | 411722379013 | 2113 | KNICKERBOCKER ST SW |
| 411722376020 | 2081 | HOLLIDAY DR SW | 411722379014 | 2101 | KNICKERBOCKER ST SW |
| 411722376021 | 2075 | HOLLIDAY DR SW | 411722381001 | 2198 | KNICKERBOCKER ST SW |
| 411722376022 | 2073 | HOLLIDAY DR SW | 411722381002 | 2186 | KNICKERBOCKER ST SW |
| 411722376023 | 2071 | HOLLIDAY DR SW | 411722381003 | 2174 | KNICKERBOCKER ST SW |
| 411722376024 | 2069 | HOLLIDAY DR SW | 411722382006 | 2136 | KNICKERBOCKER ST SW |
| 411722376025 | 2067 | HOLLIDAY DR SW | 411722382007 | 2124 | KNICKERBOCKER ST SW |
| 411722376026 | 2065 | HOLLIDAY DR SW | 411722382008 | 2112 | KNICKERBOCKER ST SW |
| 411722376027 | 2063 | HOLLIDAY DR SW | 411728244011 | 2511 | KNOLLVIEW ST SW |
| 411722376028 | 2061 | HOLLIDAY DR SW | 411728244012 | 2525 | KNOLLVIEW ST SW |
| 411722376029 | 2057 | HOLLIDAY DR SW | 411728244013 | 2537 | KNOLLVIEW ST SW |
| 411722377001 | 2068 | HOLLIDAY DR SW | 411728244014 | 2549 | KNOLLVIEW ST SW |
| 411722377029 | 2060 | HOLLIDAY DR SW | 411728244015 | 2553 | KNOLLVIEW ST SW |
| 411722377035 | 2074 | HOLLIDAY DR SW | 411721276041 | 3835 | LLEWELLYN CT SW |
| 411722378003 | 2160 | HOLLIDAY DR SW | 411721276058 | 3830 | LLEWELLYN CT SW |
| 411722378004 | 2154 | HOLLIDAY DR SW | 411819328042 | 4111 | MADISON AVE SE |
| 411722378005 | 2148 | HOLLIDAY DR SW | 411819328043 | 4115 | MADISON AVE SE |
| 411722378006 | 2142 | HOLLIDAY DR SW | 411819328044 | 4119 | MADISON AVE SE |
| 411722379001 | 2080 | HOLLIDAY DR SW | 411819328050 | 4133 | MADISON AVE SE |
| 411722379003 | 2108 | HOLLIDAY DR SW | 411819328051 | 4137 | MADISON AVE SE |
| 411722379004 | 2120 | HOLLIDAY DR SW | 411819328052 | 4143 | MADISON AVE SE |
| 411722379005 | 2126 | HOLLIDAY DR SW | 411819328083 | 4161 | MADISON AVE SE |
| 411722379016 | 2102 | HOLLIDAY DR SW | 411819328084 | 4151 | MADISON AVE SE |
| 411722379017 | 2114 | HOLLIDAY DR SW | 411819402002 | 4108 | MADISON AVE SE |
| 411722379026 | 2086 | HOLLIDAY DR SW | 411819402012 | 4146 | MADISON AVE SE |
| 411722226035 | 3618 | HUBAL AVE SW | 411819402013 | 4154 | MADISON AVE SE |

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

| | | | | | |
|--------------|------|-------------------|---------------|------|-------------------|
| 411819402014 | 4156 | MADISON AVE SE | 411722227064 | 3826 | OAK VALLEY AVE SW |
| 411819402020 | 4164 | MADISON AVE SE | 411722227065 | 3830 | OAK VALLEY AVE SW |
| 411819402021 | 4110 | MADISON AVE SE | 411722227070 | 3988 | OAK VALLEY AVE SW |
| 411819402022 | 4112 | MADISON AVE SE | 411722227076 | 3730 | OAK VALLEY AVE SW |
| 411819402023 | 4114 | MADISON AVE SE | 411722227079 | 3770 | OAK VALLEY AVE SW |
| 411819402024 | 4118 | MADISON AVE SE | 411722227082 | 3604 | OAK VALLEY AVE SW |
| 411819402025 | 4124 | MADISON AVE SE | 411722227083 | 3610 | OAK VALLEY AVE SW |
| 411819402026 | 4128 | MADISON AVE SE | 411722227087 | 3968 | OAK VALLEY AVE SW |
| 411819402027 | 4132 | MADISON AVE SE | 411722227088 | 3890 | OAK VALLEY AVE SW |
| 411819402028 | 4142 | MADISON AVE SE | 411722227089 | 3908 | OAK VALLEY AVE SW |
| 411819402029 | 4144 | MADISON AVE SE | 411722227099 | 3628 | OAK VALLEY AVE SW |
| 411819402031 | 4102 | MADISON AVE SE | 411722227102 | 3854 | OAK VALLEY AVE SW |
| 411728227017 | 2505 | MARILYN ST SW | 411722227103 | 3842 | OAK VALLEY AVE SW |
| 411728227018 | 2457 | MARILYN ST SW | 4117222276002 | 3987 | OAK VALLEY CT SW |
| 411728227019 | 2451 | MARILYN ST SW | 4117222276003 | 3975 | OAK VALLEY CT SW |
| 411728227020 | 2445 | MARILYN ST SW | 4117222276004 | 3963 | OAK VALLEY CT SW |
| 411728227021 | 2435 | MARILYN ST SW | 4117222276005 | 3951 | OAK VALLEY CT SW |
| 411728227022 | 2516 | MARILYN ST SW | 4117222276006 | 3939 | OAK VALLEY CT SW |
| 411728227023 | 2510 | MARILYN ST SW | 411728425008 | 2572 | OAKVIEW DR SW |
| 411728227024 | 2504 | MARILYN ST SW | 411728425009 | 2562 | OAKVIEW DR SW |
| 411728227025 | 2462 | MARILYN ST SW | 411728425011 | 2542 | OAKVIEW DR SW |
| 411728227026 | 2456 | MARILYN ST SW | 411728425012 | 2532 | OAKVIEW DR SW |
| 411728227027 | 2450 | MARILYN ST SW | 411728425013 | 2522 | OAKVIEW DR SW |
| 411728227028 | 2444 | MARILYN ST SW | 411728425015 | 2492 | OAKVIEW DR SW |
| 411722226005 | 3605 | OAK VALLEY AVE SW | 411728425016 | 2482 | OAKVIEW DR SW |
| 411722226006 | 3613 | OAK VALLEY AVE SW | 411728425017 | 2472 | OAKVIEW DR SW |
| 411722226009 | 3623 | OAK VALLEY AVE SW | 411728425018 | 2462 | OAKVIEW DR SW |
| 411722226017 | 3805 | OAK VALLEY AVE SW | 411728425019 | 2452 | OAKVIEW DR SW |
| 411722226030 | 3731 | OAK VALLEY AVE SW | 411728425020 | 2442 | OAKVIEW DR SW |
| 411722226031 | 3741 | OAK VALLEY AVE SW | 411728425010 | 2552 | OAKVIEW ST SW |
| 411722226033 | 3835 | OAK VALLEY AVE SW | 411728425014 | 2512 | OAKVIEW ST SW |
| 411722226038 | 3619 | OAK VALLEY AVE SW | 411727278015 | 1643 | PINNACLE DR SW |
| 411722226040 | 3781 | OAK VALLEY AVE SW | 411727278016 | 1635 | PINNACLE DR SW |
| 411722226041 | 3791 | OAK VALLEY AVE SW | 411727278017 | 1627 | PINNACLE DR SW |
| 411722226042 | 3801 | OAK VALLEY AVE SW | 411727278018 | 1619 | PINNACLE DR SW |
| 411722226043 | 3915 | OAK VALLEY AVE SW | 411726151013 | 1590 | PINNACLE EAST SW |
| 411722226044 | 3927 | OAK VALLEY AVE SW | 411726151018 | 1540 | PINNACLE EAST SW |
| 411722226045 | 3945 | OAK VALLEY AVE SW | 411727202001 | 1855 | R W BERENDS DR SW |
| 411722226046 | 3951 | OAK VALLEY AVE SW | 411726153002 | 1564 | SENTINAL ST SW |
| 411722226050 | 3625 | OAK VALLEY AVE SW | 411726153003 | 1542 | SENTINAL ST SW |
| 411722226052 | 3627 | OAK VALLEY AVE SW | 411728227002 | 2505 | SHERRY ST SW |
| 411722226053 | 3753 | OAK VALLEY AVE SW | 411728227003 | 2463 | SHERRY ST SW |
| 411722226054 | 3759 | OAK VALLEY AVE SW | 411728227004 | 2457 | SHERRY ST SW |
| 411722226055 | 3983 | OAK VALLEY AVE SW | 411728227005 | 2451 | SHERRY ST SW |
| 411722226056 | 3991 | OAK VALLEY AVE SW | 411728227006 | 2445 | SHERRY ST SW |
| 411722226057 | 3711 | OAK VALLEY AVE SW | 411728227007 | 2435 | SHERRY ST SW |
| 411722226058 | 3721 | OAK VALLEY AVE SW | 411728227008 | 2429 | SHERRY ST SW |
| 411722227020 | 3954 | OAK VALLEY AVE SW | 411728227009 | 2428 | SHERRY ST SW |
| 411722227021 | 3956 | OAK VALLEY AVE SW | 411728227010 | 2434 | SHERRY ST SW |
| 411722227022 | 3958 | OAK VALLEY AVE SW | 411728227011 | 2444 | SHERRY ST SW |

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-818

| | | | | | |
|--------------|------|------------------|--------------|------|------------------|
| 411728227012 | 2450 | SHERRY ST SW | 411819328046 | 4132 | WOODSTOCK AVE SE |
| 411728227013 | 2462 | SHERRY ST SW | 411819328065 | 4148 | WOODSTOCK AVE SE |
| 411728227014 | 2504 | SHERRY ST SW | 411819328066 | 4112 | WOODSTOCK AVE SE |
| 411721276073 | 3821 | TIOGA DR SW | 411819328067 | 4118 | WOODSTOCK AVE SE |
| 411721276074 | 3833 | TIOGA DR SW | 411819328072 | 4111 | WOODSTOCK AVE SE |
| 411721278028 | 3836 | TIOGA DR SW | 411819328074 | 4150 | WOODSTOCK AVE SE |
| 411721278051 | 3820 | TIOGA DR SW | 411819328077 | 4117 | WOODSTOCK AVE SE |
| 411721278052 | 3830 | TIOGA DR SW | 411819328080 | 4158 | WOODSTOCK AVE SE |
| 411726301018 | 1549 | TRENTWOOD ST SW | 411819328082 | 4162 | WOODSTOCK AVE SE |
| 411726301019 | 1557 | TRENTWOOD ST SW | | | |
| 411726305024 | 1501 | TRENTWOOD ST SW | | | |
| 411726305025 | 1497 | TRENTWOOD ST SW | | | |
| 411726305026 | 1485 | TRENTWOOD ST SW | | | |
| 411726305027 | 1473 | TRENTWOOD ST SW | | | |
| 411726305028 | 1461 | TRENTWOOD ST SW | | | |
| 411722379021 | 4261 | TROJAN DR SW | | | |
| 411722379022 | 4271 | TROJAN DR SW | | | |
| 411722379023 | 4287 | TROJAN DR SW | | | |
| 411721276003 | 2561 | WEDGEWOOD CT SW | | | |
| 411721204015 | 3736 | WEDGEWOOD DR SW | | | |
| 411721204016 | 3746 | WEDGEWOOD DR SW | | | |
| 411721204017 | 3754 | WEDGEWOOD DR SW | | | |
| 411721204018 | 3764 | WEDGEWOOD DR SW | | | |
| 411721204019 | 3772 | WEDGEWOOD DR SW | | | |
| 411721276001 | 3814 | WEDGEWOOD DR SW | | | |
| 411721276002 | 3826 | WEDGEWOOD DR SW | | | |
| 411721276070 | 4028 | WEDGEWOOD DR SW | | | |
| 411819328001 | 200 | WILBUR ST SE | | | |
| 411819328002 | 204 | WILBUR ST SE | | | |
| 411819328003 | 208 | WILBUR ST SE | | | |
| 411819328004 | 226 | WILBUR ST SE | | | |
| 411819328005 | 230 | WILBUR ST SE | | | |
| 411819328008 | 248 | WILBUR ST SE | | | |
| 411819328009 | 252 | WILBUR ST SE | | | |
| 411819328013 | 316 | WILBUR ST SE | | | |
| 411819328014 | 320 | WILBUR ST SE | | | |
| 411819328015 | 324 | WILBUR ST SE | | | |
| 411819328016 | 332 | WILBUR ST SE | | | |
| 411819328017 | 336 | WILBUR ST SE | | | |
| 411819328018 | 340 | WILBUR ST SE | | | |
| 411819328019 | 346 | WILBUR ST SE | | | |
| 411819328020 | 352 | WILBUR ST SE | | | |
| 411819328021 | 360 | WILBUR ST SE | | | |
| 411819328022 | 362 | WILBUR ST SE | | | |
| 411819328023 | 372 | WILBUR ST SE | | | |
| 411819328064 | 238 | WILBUR ST SE | | | |
| 411819328079 | 308 | WILBUR ST SE | | | |
| 411819328036 | 4109 | WOODSTOCK AVE SE | | | |
| 411819328039 | 4104 | WOODSTOCK AVE SE | | | |
| 411819328040 | 4110 | WOODSTOCK AVE SE | | | |

March 19, 2024

Re: Notice of Public Hearing to Determine Whether to Proceed with and Assess Property for a Spongy Moth Suppression Project

Dear Property owner/occupant:

Introduction: The Wyoming City Council will hold a public hearing to consider whether to proceed with aerial spraying of a biological insecticide to control spongy moths in areas identified through a fall survey by an expert consultant and whether the city should charge owners of benefitted property for the cost of that project. Your property is within the proposed project area. If the City Council approves, the estimated cost of the project is **\$37.00** per residential lot (one-half acre or less). This amount would be added on the 2024 summer property tax bill.

Legal Notice: Consistent with the City's past practice, the City Council has tentatively determined to defray all costs of a project consisting of an aerial insecticide application for spongy moth suppression against the parcels in special assessment district 24-818. Therefore, as required by applicable law, the City Council caused the City Manager to prepare plans, specifications, estimated costs of and recommendations related to this project that are on file for public examination in the City Clerk's Office.

At its meeting on Monday, April 1, 2024, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by this proposed project. This meeting will take place in the Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan. A map on the reverse side of this letter shows the areas included in the proposed special assessment district and a list of affected properties is on the City's website at www.wyomingmi.gov, or by calling (616)530-7296 or emailing clerk_info@wyomingmi.gov.

Those wishing to comment on this proposed spongy moth suppression project may send written comments to clerk_info@wyomingmi.gov or to City Hall by first class mail or in person at the meeting.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

RESOLUTION NO. _____

RESOLUTION TO SCHEDULE A PUBLIC HEARING ON THE NECESSITY OF AND
SPECIALLY ASSESSING THE COSTS FOR A SPONGY MOTH SUPPRESSION PROJECT,
SPECIAL ASSESSMENT ROLL 24-819

WHEREAS:

1. Spongy moths can cause tree and plant damage such as defoliation, stress and susceptibility to secondary pests, caterpillar infestation and accumulation of caterpillar feces, slick and stained surfaces (*e.g.*, cars, roofs, siding, windows, patios, decks and driveways), allergic reactions, fouling of pools (and filtration systems) and ponds, an inability to enjoy outdoor settings and potentially, reduced property values.
2. The City Council directed the City Manager to prepare plans and specifications and an estimate of cost for a spongy moth suppression project as described below.
3. The City Manager caused the preparation of those plans and specifications and filed them with the City Clerk, together with certain recommendations as required by the City Charter and City Code of the City of Wyoming.

NOW, THEREFORE, BE IT RESOLVED:

1. That the plans and specifications, cost estimate and report for the 2024 spongy moth suppression project, shall remain on file in the Office of the City Clerk, and shall be available for public examination.
2. That all the costs of that public improvement be specially assessed against parcels specially benefitted from that project as depicted within the drawing attached as Exhibit A and listed by tax parcel numbers and addresses on Exhibit B that together comprise the proposed special assessment district 24-819.
3. The City Council will hold a public hearing during its regular meeting of Monday, **April 1, 2024, at 7:02 p.m.**, to hear from all persons affected by or interested in the proposed 2024 spongy moth suppression project or who own or occupy property in the proposed special assessment district.
4. The City Clerk is directed to provide notice of the time and place of the hearing as follows:
 - a. Published once in the *Grand Rapids Press*, an official newspaper of the City of Wyoming, not less than 5 days prior to the date of the hearing; and
 - b. Sent by first class mail to each owner of property subject to assessment, as shown on the general tax rolls of the City, at least ten 10 days before the time of the hearing.
5. The notice of the hearing to be published and mailed, shall be in substantially the form attached as Exhibit C.

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 session held on March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

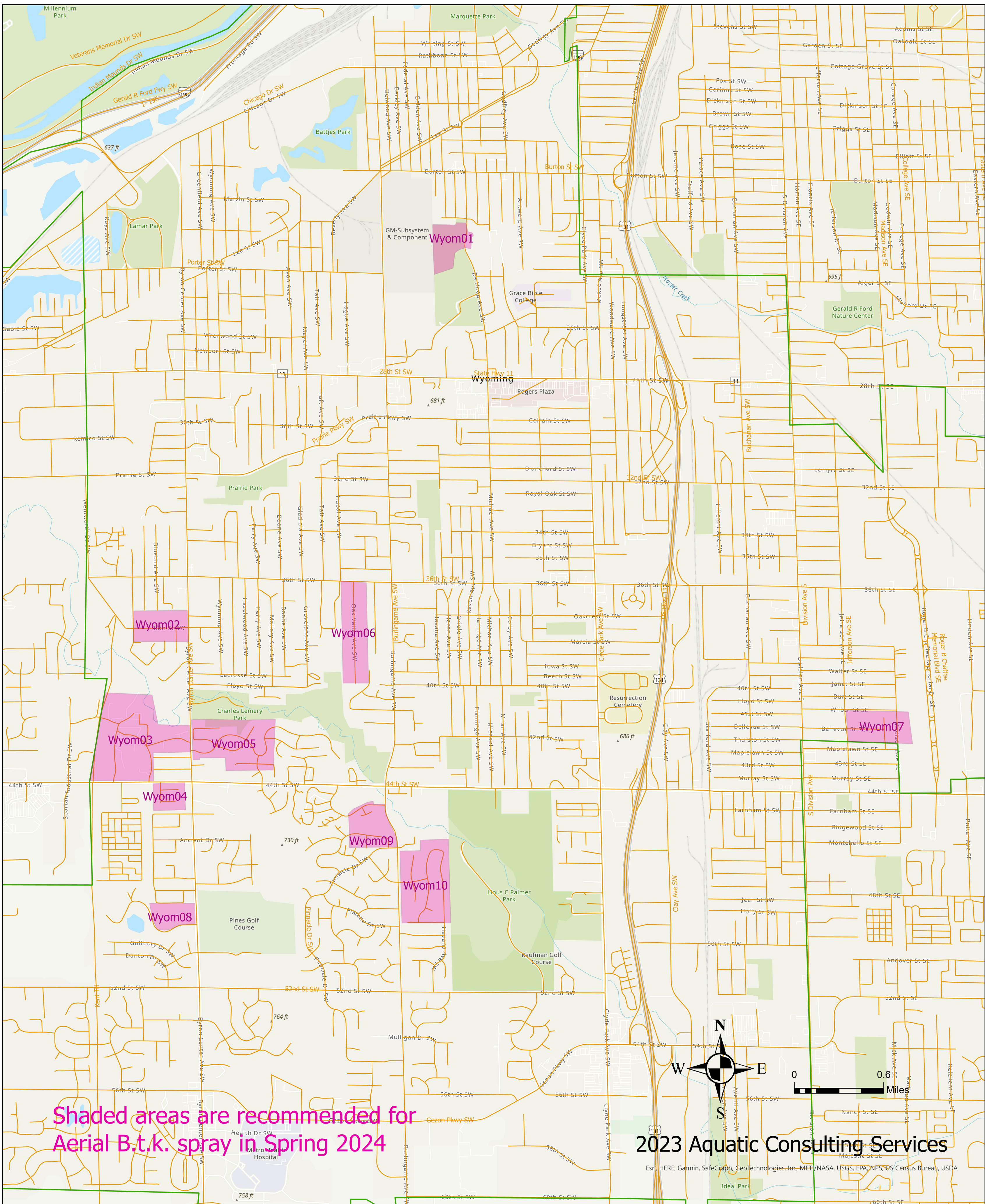
Exhibit A – Aerial Spray Map

Exhibit B – List of Parcels in Proposed Special Assessment District

Exhibit C – Form of Notice of Public Hearing (1st Letter)

Resolution No. _____

City of Wyoming Spongy Moth Survey Report 2024



Shaded areas are recommended for
Aerial B.t.k. spray in Spring 2024

2023 Aquatic Consulting Services

Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Addresses and Parcel Numbers for Spongy Moth Suppression Project, Special Assessment 24-819

| | | | | | |
|--------------|------|---------------------|--------------|------|--------------------|
| 411722227003 | 1706 | 36TH ST SW | 411722227100 | 3632 | OAK VALLEY AVE SW |
| 411722227002 | 1716 | 36TH ST SW | 411722227008 | 3642 | OAK VALLEY AVE SW |
| 411721226027 | 2437 | 38TH ST SW | 411722226011 | 3643 | OAK VALLEY AVE SW |
| 411721226122 | 2443 | 38TH ST SW | 411722227009 | 3710 | OAK VALLEY AVE SW |
| 411721226019 | 2463 | 38TH ST SW | 411722227097 | 3740 | OAK VALLEY AVE SW |
| 411721276028 | 2500 | 38TH ST SW | 411722227098 | 3750 | OAK VALLEY AVE SW |
| 411721226018 | 2511 | 38TH ST SW | 411722227091 | 3760 | OAK VALLEY AVE SW |
| 411721276027 | 2514 | 38TH ST SW | 411722226015 | 3767 | OAK VALLEY AVE SW |
| 411721226017 | 2521 | 38TH ST SW | 411722227013 | 3790 | OAK VALLEY AVE SW |
| 411721226016 | 2535 | 38TH ST SW | 411722227014 | 3808 | OAK VALLEY AVE SW |
| 411721276038 | 2570 | 38TH ST SW | 411722226018 | 3809 | OAK VALLEY AVE SW |
| 411721226015 | 2575 | 38TH ST SW | 411722226032 | 3831 | OAK VALLEY AVE SW |
| 411721226014 | 2593 | 38TH ST SW | 411722226021 | 3837 | OAK VALLEY AVE SW |
| 411721451042 | 2557 | 44TH ST SW | 411722227101 | 3864 | OAK VALLEY AVE SW |
| 411721451042 | 2557 | 44TH ST SW | 411722226022 | 3865 | OAK VALLEY AVE SW |
| 411721451042 | 2557 | 44TH ST SW | 411722226023 | 3891 | OAK VALLEY AVE SW |
| 411721451042 | 2557 | 44TH ST SW | 411722227094 | 3910 | OAK VALLEY AVE SW |
| 411721451026 | 2663 | 44TH ST SW | 411722227095 | 3950 | OAK VALLEY AVE SW |
| 411721451034 | 2675 | 44TH ST SW | 411722226025 | 3955 | OAK VALLEY AVE SW |
| 411721451041 | 2757 | 44TH ST SW | 411722226026 | 3969 | OAK VALLEY AVE SW |
| 411721451040 | 2761 | 44TH ST SW | 411727226015 | 1650 | R W BERENDS DR SW |
| 411721451037 | 2801 | 44TH ST SW | 411727201016 | 1790 | R W BERENDS DR SW |
| 411819328063 | 217 | BELLEVUE ST SE | 411819403015 | 4101 | ROGER B CHAFFEE SE |
| 411819329035 | 218 | BELLEVUE ST SE | 411819403016 | 4131 | ROGER B CHAFFEE SE |
| 411819329008 | 224 | BELLEVUE ST SE | 411819403017 | 4181 | ROGER B CHAFFEE SE |
| 411819328031 | 237 | BELLEVUE ST SE | 411819403004 | 4203 | ROGER B CHAFFEE SE |
| 411819329010 | 246 | BELLEVUE ST SE | 411726301020 | 1563 | TRENTWOOD ST SW |
| 411819328032 | 249 | BELLEVUE ST SE | 411721276004 | 2551 | WEDGEWOOD CT SW |
| 411726301001 | 4804 | BURLINGAME AVE SW | 411721276046 | 4029 | WEDGEWOOD DR SW |
| 411726301038 | 4832 | BURLINGAME AVE SW | | | |
| 411726301039 | 4850 | BURLINGAME AVE SW | | | |
| 411721226120 | 3737 | BYRON CENTER AVE SW | | | |
| 411721426008 | 4041 | BYRON CENTER AVE SW | | | |
| 411722303001 | 4050 | BYRON CENTER AVE SW | | | |
| 411722354068 | 4334 | BYRON CENTER AVE SW | | | |
| 411728401008 | 5001 | BYRON CENTER AVE SW | | | |
| 411726301027 | 4861 | CRANWOOD AVE SW | | | |
| 411722303002 | 2371 | CRESTVIEW DR SW | | | |
| 411711176005 | 2300 | DE HOOP AVE SW | | | |
| 411711176005 | 2300 | DE HOOP AVE SW | | | |
| 411726154015 | 4601 | GRENADIER DR SW | | | |
| 411726154014 | 4623 | GRENADIER DR SW | | | |
| 411726154012 | 4647 | GRENADIER DR SW | | | |
| 411726101079 | 4653 | GRENADIER DR SW | | | |
| 411726154002 | 4661 | GRENADIER DR SW | | | |
| 411726157015 | 4764 | HAVANA AVE SW | | | |
| 411722378007 | 2138 | HOLLIDAY DR SW | | | |
| 411722351028 | 2225 | HOLLIDAY DR SW | | | |
| 411819328045 | 4125 | MADISON AVE SE | | | |
| 411722227006 | 3620 | OAK VALLEY AVE SW | | | |

March 19, 2024

Re: Notice of Public Hearing to Determine Whether to Proceed with and Assess Property for a Spongy Moth Suppression Project

Dear Property owner/occupant:

Introduction: The Wyoming City Council will hold a public hearing to consider whether to proceed with aerial spraying of a biological insecticide to control spongy moths in areas identified through a fall survey by an expert consultant and whether the city should charge owners of benefitted property for the cost of that project. Your property is within the proposed project area. If the City Council approves, the estimated cost of the project is **\$94.00** per treated acre (for treatment areas larger than one-half acre). This amount would be added on the 2024 summer property tax bill.

Legal Notice: Consistent with the City's past practice, the City Council has tentatively determined to defray all costs of a project consisting of an aerial insecticide application for spongy moth suppression against the parcels in special assessment district 24-819. Therefore, as required by applicable law, the City Council caused the City Manager to prepare plans, specifications, estimated costs of and recommendations related to this project that are on file for public examination in the City Clerk's Office.

At its meeting on Monday, April 1, 2024, at 7:00 p.m., the City Council will hold a public hearing to take public comments from interested persons affected by this proposed project. This meeting will take place in the Council Chambers in City Hall, 1155 28th Street SW, Wyoming, Michigan. A map on the reverse side of this letter shows the areas included in the proposed special assessment district and a list of affected properties is on the City's website at www.wyomingmi.gov, or by calling (616)530-7296 or emailing clerk_info@wyomingmi.gov.

Those wishing to comment on this proposed spongy moth suppression project may send written comments to clerk_info@wyomingmi.gov or to City Hall by first class mail or in person at the meeting.

If you have any questions regarding this project or this notice, please contact the City Clerk's Office at (616) 530-7296.

Sincerely,



Kelli A. VandenBerg, City Clerk

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND ADOPT A MULTI-PRODUCT RESOLUTION FOR
TREASURY MANAGEMENT SERVICES AND APPROVE A COMMERCIAL CREDIT CARD
SERVICES AGREEMENT WITH FIFTH THIRD BANK

WHEREAS:

1. On June 16, 2014, the City Council adopted Resolution #24840, approving and authorizing treasury management services with Fifth Third Bank and naming titles of authorized persons to be signatories for financial transactions.
2. Due to staffing changes, this document has periodically changed to reflect the appropriate city personnel authorized to make financial transactions with Fifth Third Bank on the City's behalf.
3. Most recently, on July 18, 2022, the City Council adopted Resolution #27427, updating names of city personnel authorized to make financial transactions with Fifth Third Bank.
4. It is necessary to update the account resolutions certificate and rescind Resolution #27427.
5. For similar reasons, the City Council also wishes to update its Commercial Credit Card Services Agreement with Fifth Third Bank.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The attached Banking Services Resolution with Fifth Third Bank is approved and adopted.
2. The Commercial Credit Card Services Agreement with Fifth Third Bank is approved and the Finance Director is authorized to sign it on the city's behalf.
3. Resolution #27427 is rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

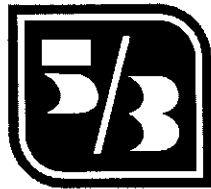
I certify this Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Bank Services Resolution
Commercial Card Service Agreement

Resolution No. _____



FIFTH THIRD BANK

38 Fountain Square Plaza
Cincinnati, Ohio 45263

Banking Services Resolution



Banking Services Resolution
DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES

Effective as of the date of execution, the named person(s) in the Authorized Persons Section is/are duly authorized representative(s) of the Company, Corporation, Partnership, Organization, Government, Trust and/or Plan reflected on the Signature Page hereof ("Entity") and hold the title(s) set forth opposite his or her respective name(s), said authorized persons is/are authorized to act on behalf of this Entity, and on behalf of those entities named in the Affiliates Section hereof ("Affiliates"), as an "Authorized Person" in transactions with Fifth Third Bank, National Association, or an affiliate of Fifth Third Bancorp (collectively, "Bank"), with the authority detailed in the following resolutions:

Section I. DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES:

RESOLVED, that the Bank is hereby designated as an authorized depository of this Entity and that one or more checking, savings, or other deposit accounts ("Accounts") be opened and maintained with the Bank in the name of the Entity.

RESOLVED, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by the Bank, and by such rules, regulations and policies as the Bank shall from time to time establish.

RESOLVED, this Entity is authorized to obtain banking services from the Bank including treasury management, the sale or purchase of foreign currencies, and to enter into such agreements and documentation for such services as are required by the Bank from time to time, including a Master Treasury Management Agreement, Online Channel Access Agreement, Schedules to the Online Channel Access Agreement, Signature Card, Terms and Conditions for various banking services, Commercial Card Service Agreement, Deposit Account Rules & Regulations, and/or Commercial Account Rules, as applicable ("Banking Agreements"), each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects.

RESOLVED, that the Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to the Bank in connection with the banking services obtained by the Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Entity by the Bank (b) credit card services under the Commercial Card Service Agreement, and (b) import and export services for letters of credit as provided in the terms and conditions for such import and export services and related reimbursement, financing and security or collateral arrangements.

RESOLVED, that the Entity is authorized to enter into, execute and deliver to the Bank applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("Banking Services Financing Agreements"), each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects.

RESOLVED: that a) any of the Authorized Persons as designated in the Authorized Person(s) Section, acting alone or together with other Authorized Persons, b) each person serving or named as an executive or finance officer of the Corporation (such as the Chief Executive Officer, President, Chief Financial Officer, Controller and Vice President-Finance or similar title (each, an "Executive Officer") from time to time, and (c) any other person designated by any such individual, whose identity is provided to Fifth Third Bank (each, an "Authorized Person" and for purposes of certain Banking Agreements, an "Authorized Agent") is authorized to act for the Entity, and any named Affiliates if the same are joined to the Banking Services Agreements, to do any of the following:

Section 1.1. Accounts and Agreements. Open or close any deposit or other Account and execute on behalf of the Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with the Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;

Section 1.2. Payment Instructions. Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based, or oral instructions and payment orders for the transfer or payment of funds of the Entity on deposit with the Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.3. Foreign Currency Transactions. Agree to buy or sell foreign currencies via spot contracts, execute on behalf of the Entity confirmation of such spot transactions, and deliver such currencies as required under the spot transactions to the Bank, including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.4. Implementation and Setup. Select the services the Entity will obtain from the Bank and instruct the Bank on service options and features desired by the Entity, and the set-up, implementation and security procedures relating to the services selected.

Section 1.5 Designate others with Authority. Designate and advise the Bank of the identity of persons (including officers and employees of this Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Entity Banking Agreements entered into by Entity or services utilized by the Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Entity and have authority to: manage the service on behalf of the Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED, that the Authorized Person(s), and any persons designated by the same in accordance with the foregoing resolutions, is/are hereby authorized to take such other actions as may be necessary or desirable to carry out the intent of the foregoing.

RESOLVED, that the resolutions set forth herein and the authority hereby conferred is in addition to that conferred by any other resolution heretofore or hereafter delivered by this Entity to the Bank and shall continue in full force and effect until the Bank shall have received, and have had a reasonable opportunity to act upon, notice in writing, certified by an authorized representative of this Entity, of the revocation hereof by a resolution duly adopted by the governing body of this Entity. Any such revocation shall be effective only as to credit which is extended or committed by the Bank, or actions which are taken by this Entity pursuant to the resolutions contained herein, subsequent to the Bank's receipt of, and reasonable opportunity to act upon, such notice and shall not affect any acts by Authorized Person(s) performed prior thereto.

RESOLVED, that any and all transactions by or on behalf of this Entity with the Bank and all agreements, applications, documents and authorizations executed and delivered on behalf of this Entity to the Bank prior to the adoption of this resolution (whether involving deposits, withdrawals, borrowings, guarantees, leases or otherwise) be and the same are in all respects ratified, approved, and confirmed.

RESOLVED, that the Bank is authorized to rely in good faith on any telephonic or other oral communication which shall be received by it from anyone reasonably believed by the Bank to be one of the Authorized Person(s) (including any Channel Administrator) until new instructions are received in writing from an Authorized Person of Entity and Bank has had a reasonable time to act on such instructions.

BE IT FURTHER RESOLVED that The United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") applies to the fullest extent possible to this document. The Entity represents, warrants, and covenants that the electronic signatures submitted by the Entity to Bank on this document are created using software and processes that create valid, enforceable, and effective electronic signatures in compliance with the E-Sign Act and all applicable state laws including applicable Uniform Electronic Transactions Act(s). All questions regarding the validity of the electronic signatures on this document shall be governed by the E-Sign Act or, to the extent applicable, by the laws of the State of Ohio, including the Ohio Uniform Transactions Act, OHIO REV. CODE ANN. § 1306.01-23., et seq.

Section II. AUTHORIZED PERSON(S)

| Name of Authorized Person | Title of Authorized Person |
|---------------------------|----------------------------|
| Traci Shaffer | City Treasurer |
| Amy Haney | Deputy City Treasurer |
| Jodi Yenchar | Finance Director |
| Joseph Sterling | Deputy Finance Director |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

NOTE: If additional space is needed, please attach separate copies of this table, labeling each copy "Exhibit to [Name of ENTITY] Banking Services Resolution dated [insert date of this Resolution]."

Section III. AFFILIATES (Optional - Complete only if Entity will act on behalf of one or more entities in which Entity directly or indirectly owns an equity interest (each, an "Affiliate")

RESOLVED, that Entity owns directly or indirectly an equity interest in each Affiliate listed below and Entity resolves that each such Affiliate may join the Banking Agreements, Commercial Card Service Agreement, or other agreement with the Bank as a customer and as permitted by Bank from time to time; and

- Signor is duly authorized under the governing documents and resolutions of each Affiliate to give this certification to the Bank;
- these resolutions are a true copy of resolutions adopted by the governing body of each Affiliate;
- that such resolutions are now in full force and effect and are pursuant to each the governing documents of each Affiliate; and
- each of the Authorized Persons named in the Authorized Person(s) Section is authorized to act on behalf of the Affiliates listed below to the same extent as any Authorized Person is permitted to act on behalf of Entity.

| Name of Affiliate | Optional Additional Authorized Person(s) per Affiliate | |
|---|---|---------------------------------------|
| | Name of Authorized Person for Affiliate <i>in Addition to those established above</i> | Title of Additional Authorized Person |
| 62-A District Court | | |
| Greater Wyoming Community Resource Alliance | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

NOTE: If additional space is needed you may attach separate copies of this table, or a spreadsheet. Each attachment must be labeled "Exhibit to [Name of ENTITY] Banking Services Resolution dated [insert date of this Resolution]" and contain all information required on this table.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE OF BANKING SERVICES RESOLUTION

I hereby certify that:

- I am duly authorized under the governing documents and resolutions of Entity (and each Affiliate, if applicable) to give this certification to the Bank; and
- the above is a true copy of the resolutions adopted by the governing body of this Entity (and each Affiliate, if applicable), and
- such resolutions are now in full force and effect as of the date set forth below, having been adopted pursuant to the governing documents of Entity and (each Affiliate, if applicable) and not rescinded.

Printed Name: Jodi Yenchar

Title or Office: Finance Director

Full Legal Name of Entity: City of Wyoming

Signature: _____

Date: _____

Authorization Certificate for Commercial Card Service Agreement

To Fifth Third Bank, National Association:

I HEREBY CERTIFY that:

I am duly authorized by the company, entity or public body identified below (the "*Company*") in my official capacity with the Company ("*Certifying Person*") to certify to the matters set forth below for purposes of establishing the authority of the Company and certain persons as described in this Certificate; and

The following resolutions ("*Account Resolutions*") were duly and properly adopted by the board of directors, trustees or managers, or the members, partners, shareholders or other governing body ("*Governing Body*") of the Company, have not been rescinded or modified and remain in full force and effect:

RESOLVED, this Company is authorized to obtain from Fifth Third Bank (the "*Service*") the right to use credit or purchasing cards and accounts on the credit of the Company and thereby incur indebtedness and pay fees and finance charges on behalf of the Company, and to enter into such agreement or agreements for the Service as are required by Fifth Third Bank from time to time, including a Commercial Card Services Agreement or similar agreement, and related agreements ("*Card Agreements*") each of which, when accepted or signed by an Authorized Person described below, is authorized, approved and adopted by this Company;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled "Authorized Persons") appearing below, (b) each person serving as an executive or senior finance officer or official of the Company (such as the Chief Executive Officer, President, Chief Financial Officer, Controller and Vice President-Finance or person with similar title or authority (each, an "*Executive Person*")) from time to time, and (c) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an "*Authorized Person*") is authorized on behalf of the Company and in its name to do any of the following:

- Execute and deliver any and all of the Card Agreements and any amendments to the Card Agreements;
- Designate those employees, agents, and other representatives, groups or divisions and other persons who will be authorized to receive and use cards and other rights to incur indebtedness in connection with the Service;
- Designate, and advise Fifth Third Bank of the identity of a person or persons who will serve as administrator with respect to the Service and have authority to, among other powers specified in the Card Agreements: manage the service on behalf of the Company; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

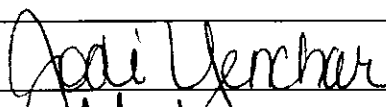
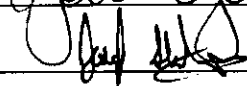
RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Certifying Person;

RESOLVED FURTHER: that the Certifying Person is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank, National Association and certify to Fifth Third Bank, National Association the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the certificate or articles of incorporation or organization, the bylaws, operating agreement, empowering law or similar governing documents or law of, or any agreement, law or regulation applicable to the Company; and
- each of the following persons has been designated by the Governing Body or an Executive Person as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS

| <u>Name of Authorized Person</u> | <u>Title of Authorized Person</u> | <u>Specimen Signature of Authorized Person</u> |
|----------------------------------|-----------------------------------|--|
| 1. Jodi Yenchar | Finance Director |  |
| 2. Joseph Sterling | Deputy Finance Director |  |
| 3. | | |
| 4. | | |
| 5. | | |

IN WITNESS WHEREOF, I have subscribed my name to this Certificate on behalf of the following Company:

Exact Name of Company: City of Wyoming

Duly organized under the laws of the State of Michigan

Taxpayer Identification Number: 38-6006933

Signature: _____

Printed Name: Jodi Yenchar

Title: Finance Director

Dated: _____

RESOLUTION NO. _____

RESOLUTION TO ESTABLISH EMPLOYMENT PROCEDURE AND APPROVE FORM
CONTRACTS FOR CERTAIN ADMINISTRATIVE OFFICERS AND STAFF

WHEREAS:

1. The City Charter requires the City Council to appoint the City Manager, City Clerk and City Attorney, and, upon the City Manager's recommendation, appoint the City Assessor and City Treasurer.
2. The City Charter and ordinances authorize the City Manager to appoint city department directors and authorizes those department heads to appoint deputy or assistant department directors if (i) the position is provided for in the budget and (ii) in most cases, the appointment is approved by the City Manager.
3. The City Council is to set the compensation for the City Manager, City Attorney, and City Clerk.
4. The compensation for all other department heads and officers is to be established by the City Manager as provided in the annual budget.
5. Some other positions are filled by employment contract because they provide confidential advice to administrators and/or engage in handling confidential information, including for example, administrative assistants in the City Manager and City Attorney offices, human resources personnel, and communications specialists in the City Manager office.
6. The City Council established attracting, training, and retaining a talented workforce and enhancing the efficiency and effectiveness of city operations and services as stewardship goals.
7. Based on their eligibility for retirement, lengths of their careers, and other factors, the City Manager and City Council anticipate several senior administrative staff retirements within the next few years and, correspondingly, a need to effectively identify and recruit replacements for those retirees.
8. Consistent with those goals, the City Council wishes to establish a procedure and basic contract terms for administrative and other contract positions.

THEREFORE, BE IT RESOLVED THAT:

1. Except for the position of City Manager, for all positions requiring City Council appointments, the City Council authorizes and directs the City Manager, in consultation with the Human Resources Department, to recommend a person to fill each vacant position.
2. Appointments of the City Attorney and City Clerk shall require City Council approval by resolution.
3. For appointing the City Assessor and City Treasurer, the City Manager shall provide all Councilmembers written notification of the City Manager's recommendation and, unless any Councilmember expresses concerns about that recommendation within 48 hours, it shall be deemed approved without a need for action at a City Council meeting. If one or more Councilmembers so request, the appointment shall be approved by resolution at a City Council meeting.
4. The terms of employment shall be as provided in the two employment contract templates – one for administrative officers including department directors and some deputy directors and the other for other employees with individual contracts – in the forms presented with this resolution. The City Manager is authorized to sign them on the City's behalf in accordance with this resolution.
5. The salary of the City Manager shall be approved by the City Council. The compensation of all other employees shall be as established by the City Manager in accordance with the budget. The annual salaries of the City Attorney and City Clerk shall be in accordance with their employment agreements and as approved by the City Council as part of the annual budget. The City Council acknowledges the compensation and benefits for all personnel with employment contracts (other than the City Manager) will be annually adjusted consistent with the collective bargaining agreement applicable to the Administrative and Supervisory Association.

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

I certify this Resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on March 18, 2024

Kelli A. Vandenberg, City Clerk

ATTACHMENTS:

Template Employment Agreement for Contract Employees
Template Employment Agreement for Appointed Contract Employees
Staff Report

Resolution No. _____

STAFF REPORT

Date: March 6, 2024
Subject: Employment contract templates
From: Kim Oostindie, Director of Human Resources
Emily Vande Griend, Assistant Director of Human Resources
Scott Smith, City Attorney
Meeting Date: March 18, 2024

RECOMMENDATION:

Adopt the resolution Establishing Employment Procedure and Approving Form Contracts for Certain Administrative Officers and Staff

COMMUNITY, SAFETY, STEWARDSHIP:

As the City Council recognized at its December retreat attracting and retaining a talented workforce is key to community service and, by choosing the right persons and limiting turnover, it is also stewardship factor. Effective procedures improve results. In the competitive employment market, eliminating or minimizing uncertainty for those we want to hire is also a key factor.

DISCUSSION:

With some exceptions, the City Charter charges the City Manager with personnel administration. The City Charter requires City Council involvement in some appointments.

The City has individual employment contracts with employees who are not covered by collective bargaining agreements.

Those employees include:

- The City Manager, who is appointed by and serves at the pleasure of the City Council.
- The City Attorney and City Clerk who are appointed by and serve at the pleasure of the City Council. The City Clerk is, for most duties, subordinate to the City Manager.
- The Assessor and Treasurer whose appointment by the City Council is recommended by the City Manager and who serve at the pleasure of the City Manager. However, the Treasurer is covered by a collective bargaining agreement and does not have an individual employment contract.
- Other department directors are appointed by the City Manager and serve at the pleasure of the City Manager.
- Some deputy department directors who are appointed by their department directors with the consent of the City Manager.
- Some other employees who serve in confidential roles such as human resources and communications staff members.

As discussed with the City Council on several occasions, given their eligibility, stages in their careers, and other factors, we anticipate a number of senior administrative staff members will retire in the next few years. As also discussed with the City Council recruiting and hiring key highly qualified administrative staff seems increasingly challenging. It is not unusual for them to have multiple opportunities. Some are hesitant about and even resistant to public disclosure of their employment exploration until they are certain they have the job and certain about their compensation and benefits.

Aside from these reasons for streamlining our approach, the City Council has challenged staff to promote efficiency. The proposed contract templates and procedure advance that objective.

Under our current procedure, when recruiting employees who will have an individual employment contract, we are unable to confirm their employment until the City Council approves their employment contract at a public meeting with an agenda that is publicly available 4 days prior to that meeting. The wait between our employment offer that is contingent on the City Council's contract approval and the next City Council meeting can be as long as 3 weeks. That delay, the uncertainty during that delay, and the public approval process are awkward and can be off-putting. Some individuals, especially those with other opportunities, may choose to avoid that process, declining our offers.

The templates provided with this staff report and approving resolution are based on the contracts already approved by the City Council. The City Council's approval of the templates and hiring staff within the frameworks of those templates will minimize uncertainty.

Approval of the hiring procedure provided in the proposed resolution will shorten the time between our communication of the final offer and the ability to sign the employment contracts. It can also provide for confidentiality until the selection is finalized.

The City Council will still appoint the City Manager, City Attorney and City Clerk by resolution. Their contracts will be based on the templates but will clearly state they serve at the pleasure of the City Council.

BUDGET IMPACT:

There is no anticipated budget impact for this agenda item.

Attachments:

Template Employment Agreement for Non-Appointed Regular Contract Employees

Template Employment Agreement for Non-Appointed Department Head Contract Employees

CITY OF WYOMING
EMPLOYMENT AGREEMENT – INSERT REGULAR EMPLOYEE POSITION TITLE

This Employment Agreement is made as of INSERT DATE, to be effective on INSERT DATE, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, MI 49509 (**City**), and INSERT NAME, an individual whose current home address is as provided in the employment application (**Employee**).

1. TERM. City employs and appoints Employee as its INSERT REGULAR EMPLOYEE POSITION TITLE effective on INSERT DATE, though the departmental assignment and position title may change in the discretion of the City Manager. Employee acknowledges that the INSERT REGULAR EMPLOYEE POSITION TITLE serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time. City and/or its Mayor, Council, City Manager, or other persons or entities may, due to Employee's employment and appointment as INSERT REGULAR EMPLOYEE POSITION TITLE, appoint Employee to serve on boards, commissions, committees, or bodies. When Employee's employment as INSERT REGULAR EMPLOYEE POSITION TITLE ends for any reason, Employee's appointment to and service on those other boards, commissions, committees, or bodies shall also terminate.

2. PERFORMANCE. Employee shall perform the duties of INSERT REGULAR EMPLOYEE POSITION TITLE in a competent and professional manner and as set forth in the City Charter, City Code, City policies and procedures, and applicable law. A job description has been provided to Employee that the City may periodically revise with notice to Employee. Employee shall report to and be supervised by the INSERT DEPARTMENT HEAD OR CITY MANAGER.

3. SERVICE DATE. Employee's date of service with City shall be effective INSERT DATE. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the date of service.

4. COMPENSATION. Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code, and paid in accordance with City payroll procedures.

5. BENEFITS. Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision, and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, jury duty, personal leave days, educational benefits, longevity pay, payout of accrued benefits upon separation from employment, and other benefits as provided to regular employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement.

A. On INSERT DATE, Employee shall be credited with INSERT NUMBER hours of vacation leave time, and on each January 1, thereafter, Employee shall be credited with INSERT NUMBER hours of vacation leave time until such time as the Administrative and Supervisory Association regular employee vacation schedule applies. On INSERT DATE, Employee shall be credited with INSERT NUMBER hours of sick leave time and, after that, Employee shall accrue sick leave in accordance the Administrative and Supervisory Association's collective bargaining agreement.

B. Regardless of any other provision of this agreement, Employee shall not be eligible for payout of any accrued benefits upon separation from employment until the Employee has been employed by the City for at least 5 years.

6. TERMINATION. This Agreement and Employee's employment pursuant to it may be terminated as follows:

A. By Employee's resignation: Employee shall give written notice of Employee's resignation at least 30 days before its effective date. If Employee fails to do so, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

B. By the City Manager because Employee (i) failed to substantially perform Employee's job duties (ii) committed misfeasance, malfeasance, or nonfeasance in Employee's position, (iii) engaged in criminal misconduct, (iv) is convicted of any felony, (v) is convicted of a misdemeanor involving bodily harm or dishonesty, or (vi) performed a deliberate wrongful act: In such circumstances, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits.

C. By the City Manager, other than as provided in subsection B of this section: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this Agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance (health, dental, vision and life) shall continue to be paid by City for the same period. However, if Employee secures

another position of equal or greater pay during the 6-month period, City's obligation to make severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

D. Upon termination of Employee's employment, Employee shall arrange for the immediate and orderly transfer of Employee's office and City-owned personal property, records, documents, and other items in Employee's possession. Employee shall also resign from any other positions to which Employee was assigned or appointed due to Employee's employment by City. Employee agrees that when Employee's employment ends, Employee must pay any expenses or other amounts that Employee may owe to City at that time. Employee authorizes City to deduct any amount owed from any wage or benefit payments that may be due to Employee.

E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with City's right to terminate the services of Employee at any time and for any reason, subject only to the provisions set forth in this section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from Employee's position with City, subject only to the provisions in this section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and is the sole Agreement of the parties regarding Employee's employment by City. Except as otherwise specifically stated in this Agreement, this Agreement supersedes and replaces all other representations and agreements whether oral or written. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Employee or to the employment relationship between Employee and City. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. INDEMNIFICATION. City shall hold Employee harmless from, indemnify Employee for, and defend Employee against any tort, professional liability claim, demand, and/or legal action, lawsuit, or other proceeding, whether groundless or not, arising from Employee's duties as INSERT REGULAR EMPLOYEE POSITION TITLE.

10. BONDS. City will pay for any fidelity or other bonds required of Employee under applicable laws or ordinance related to any of Employee's duties as INSERT REGULAR EMPLOYEE POSITION TITLE.

11. APPLICABLE LAW. This Agreement is to be interpreted, enforced, and performed under Michigan law.

12. ASSIGNMENT. Neither party may assign any rights, duties, or interests in this Agreement without the prior written consent of the other party.

13. JURISDICTION AND VENUE. To the extent permitted by law, jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Kent County, Michigan.

14. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogees, successors, and assigns.

15. SHORTENED LIMITATIONS PERIOD. Employee agrees that any lawsuit or claim against City arising out of Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. Employee waives any statute of limitations that exceeds this time limit.

City of Wyoming

INSERT EMPLOYEE NAME

By: _____
INSERT CITY MANAGER NAME, City Manager

Date signed: _____, _____

Date signed: _____, _____

Approved as to form:

INSERT CITY ATTORNEY NAME, City Attorney

CITY OF WYOMING

EMPLOYMENT AGREEMENT – INSERT DEPARTMENT HEAD OR EQUIVALENT POSITION TITLE

This Employment Agreement is made as of INSERT DATE, to be effective on INSERT DATE, between the City of Wyoming, a municipal corporation of 1155 28th St SW, Wyoming, WY 82401 (**City**), and INSERT NAME, an individual whose current home address is as provided in the employment application (**Employee**).

1. TERM. City employs and appoints Employee as its INSERT DEPARTMENT HEAD OR EQUIVALENT POSITION TITLE effective on INSERT DATE, though the departmental assignment and position title may change in the discretion of the City Manager. Employee acknowledges that the INSERT DEPARTMENT HEAD OR EQUIVALENT POSITION TITLE serves at the pleasure of the City Manager, who may terminate Employee's employment and appointment for any reason at any time. City and/or its Mayor, Council, City Manager, or other persons or entities may, due to Employee's employment and appointment as INSERT DEPARTMENT HEAD OR EQUIVALENT POSITION TITLE, appoint Employee to serve on boards, commissions, committees, or bodies. When Employee's employment as INSERT DEPARTMENT HEAD OR EQUIVALENT POSITION TITLE ends for any reason, Employee's appointment to and service on those other boards, commissions, committees, or bodies shall also terminate.

2. PERFORMANCE. Employee shall perform the duties of INSERT DEPARTMENT HEAD OR EQUIVALENT POSITION TITLE in a competent and professional manner and as set forth in the City Charter, City Code, City policies and procedures, and applicable law. A job description has been provided to Employee that the City may periodically revise with notice to Employee. Employee shall report to and be supervised by the INSERT DEPARTMENT HEAD OR CITY MANAGER.

3. SERVICE DATE. Employee's date of service with City shall be effective INSERT DATE. Employee will be credited with all earned benefits from Employee's date of service and shall accumulate benefits uninterrupted after the date of service.

4. COMPENSATION. Employee's salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code, and paid in accordance with City payroll procedures.

5. BENEFITS. Employee shall be provided the same health insurance plan (including employee contribution and opt-out option), dental, vision, and life insurance plans, defined contribution plan, post-employment health plan, holidays, vacation, sick leave, sick leave incentive, bereavement leave, jury duty, personal leave days, educational benefits, longevity pay, payout of accrued benefits upon separation from employment, and other benefits as provided to department head employees in the Administrative and Supervisory Association unless otherwise stated in this Agreement.

A. On INSERT DATE, Employee shall be credited with INSERT NUMBER hours of vacation leave time, and on each January 1, thereafter, Employee shall be credited with INSERT NUMBER hours of vacation leave time until such time as the Administrative and Supervisory Association regular employee vacation schedule applies. On INSERT DATE, Employee shall be credited with INSERT NUMBER hours of sick leave time and, after that, Employee shall accrue sick leave in accordance the Administrative and Supervisory Association's collective bargaining agreement.

B. Regardless of any other provision of this agreement, Employee shall not be eligible for payout of any accrued benefits upon separation from employment until the Employee has been employed by the City for at least 5 years.

6. TERMINATION. This Agreement and Employee's employment pursuant to it may be terminated as follows:

A. By Employee's resignation: Employee shall give written notice of Employee's resignation at least 30 days before its effective date. If Employee fails to do so, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

B. By the City Manager because Employee (i) failed to substantially perform Employee's job duties (ii) committed misfeasance, malfeasance, or nonfeasance in Employee's position, (iii) engaged in criminal misconduct, (iv) is convicted of any felony, (v) is convicted of a misdemeanor involving bodily harm or dishonesty, or (vi) performed a deliberate wrongful act: In such circumstances, regardless of any other provision of this Agreement, City will have no obligation to pay Employee for accumulated sick leave or vacation time or any other accrued benefits.

C. By the City Manager, other than as provided in subsection B of this section: If such action is taken, City shall pay Employee, in addition to any other amounts to which Employee is entitled under this Agreement, an amount equal to 6 months of Employee's base salary. That severance pay will be paid to Employee over a 6-month period by checks issued on regular City paydays and will have appropriate amounts withheld. Employee's insurance

(health, dental, vision, and life) shall continue to be paid by City for the same period. However, if Employee secures another position of equal or greater pay during the 6-month period, City's obligation to make severance payments and continue insurance will cease. If Employee takes another position at less pay during the 6-month period, City's obligation will be limited to the difference in pay for the balance of the 6-month period. "Another position" includes employment, self-employment, independent contracting, or compensation from any source. This severance pay and benefits will be paid to Employee only if Employee signs a waiver and release of all claims in a form satisfactory to City.

D. Upon termination of Employee's employment, Employee shall arrange for the immediate and orderly transfer of Employee's office and City-owned personal property, records, documents, and other items in Employee's possession. Employee shall also resign from any other positions to which Employee was assigned or appointed due to Employee's employment by City. Employee agrees that when Employee's employment ends, Employee must pay any expenses or other amounts that Employee may owe to City at that time. Employee authorizes City to deduct any amount owed from any wage or benefit payments that may be due to Employee.

E. Nothing in this Agreement shall prevent, limit, or otherwise interfere with City's right to terminate the services of Employee at any time and for any reason, subject only to the provisions set forth in this section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from Employee's position with City, subject only to the provisions in this section.

7. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and is the sole Agreement of the parties regarding Employee's employment by City. Except as otherwise specifically stated in this Agreement, this Agreement supersedes and replaces all other representations and agreements whether oral or written. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Employee or to the employment relationship between Employee and City. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

8. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

9. INDEMNIFICATION. City shall hold Employee harmless from, indemnify Employee for, and defend Employee against any tort, professional liability claim, demand, and/or legal action, lawsuit, or other proceeding, whether groundless or not, arising from Employee's duties as INSERT DEPARTMENT HEAD OR EQUIVALENT POSITION TITLE.

10. BONDS. City will pay for any fidelity or other bonds required of Employee under applicable laws or ordinance related to any of Employee's duties as INSERT DEPARTMENT HEAD OR EQUIVALENT POSITION TITLE.

11. APPLICABLE LAW. This Agreement is to be interpreted, enforced, and performed under Michigan law.

12. ASSIGNMENT. Neither party may assign any rights, duties, or interests in this Agreement without the prior written consent of the other party.

13. JURISDICTION AND VENUE. To the extent permitted by law, jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Kent County, Michigan.

14. BINDING. This Agreement shall be binding upon the parties and their heirs, subrogees, successors, and assigns.

15. SHORTENED LIMITATIONS PERIOD. Employee agrees that any lawsuit or claim against City arising out of Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. Employee waives any statute of limitations that exceeds this time limit.

City of Wyoming

INSERT EMPLOYEE NAME

By: _____
INSERT CITY MANAGER NAME, City Manager

Date signed: _____, _____

Date signed: _____, _____

Approved as to form:

INSERT CITY ATTORNEY NAME, City Attorney

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE AND SUPPORT
A GRANT SUBMISSION FOR THE DNR NATURAL RESOURCES TRUST FUND

WHEREAS:

1. The DNR Natural Resources Trust Fund Grant program provides funding for natural resource protection and outdoor recreation.
2. The City of Wyoming Parks and Recreation Department recommends a submission of a grant application titled, "Marquette Park Improvements Phase 1" to the DNR Natural Resources Trust Fund for the development Marquette Park.
3. The proposed application is supported by the community's 5-Year Approved Parks and Recreation Plan.
4. The DNR Natural Resources Trust Fund Grant includes a requirement that the local governing body authorize submission of the grant.
5. The City of Wyoming is hereby making a financial commitment to the project in the amount of \$400,000.00 matching funds.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes a grant submission for DNR Natural Resources Trust Fund Grant Application in the amount of \$400,000.00, and further resolves to make available its financial obligation amount of \$400,000.00 of a total of \$1,930,145.67 project cost, during the 2026 fiscal year.
2. The City Council authorizes the Mayor and City Clerk to sign the grant application.

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 March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report

Resolution No. _____

STAFF REPORT

Date: March 5, 2024

Subject: Authorization to Support a Grant Submission for the DNR Natural Resources Trust Fund Grant for Marquette Park Improvements Phase 1

From: Krashawn Martin, Director of Parks and Recreation

Meeting Date: March 18, 2024

RECOMMENDATION:

It is recommended City Council support a grant submission for the Department of Natural Resources (DNR) Natural Resources Trust Fund Grant for Marquette Park Improvements Phase 1 in the amount of \$400,000.

COMMUNITY, SAFETY, STEWARDSHIP:

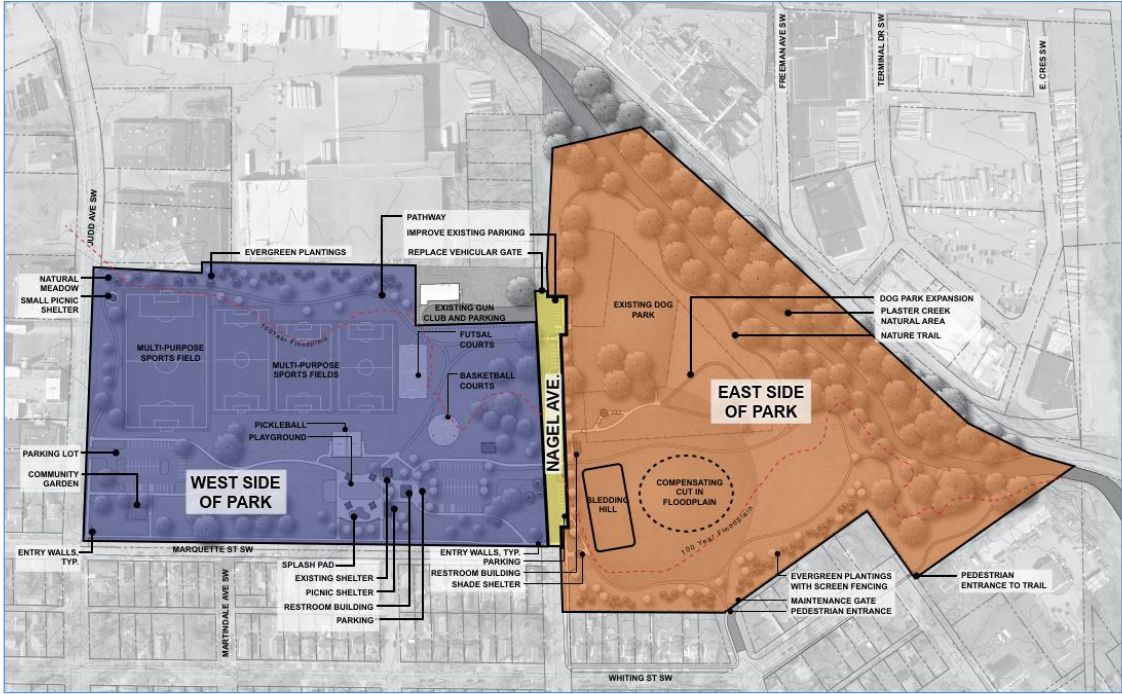
The City of Wyoming Parks and Recreation Department is committed to providing recreational programs that enrich the quality of life for residents. Well-maintained park lands and recreation facilities directly impact property values, community aesthetics and the economic vitality of the city.

DISCUSSION:

The City of Wyoming Parks and Recreation Department maintains 21 parks and recreational facilities and over 500 recreational programs annually for residents. The department seeks to provide health and wellness opportunities for residents by connecting park assets to recreation.

The Michigan Department of Natural Resources is committed to the conservation, protection, management, use and enjoyment of the State's natural resources for current and future generations. Grants from the Natural Resources Trust Fund provide funding for projects that provide natural resource protection and outdoor recreation.

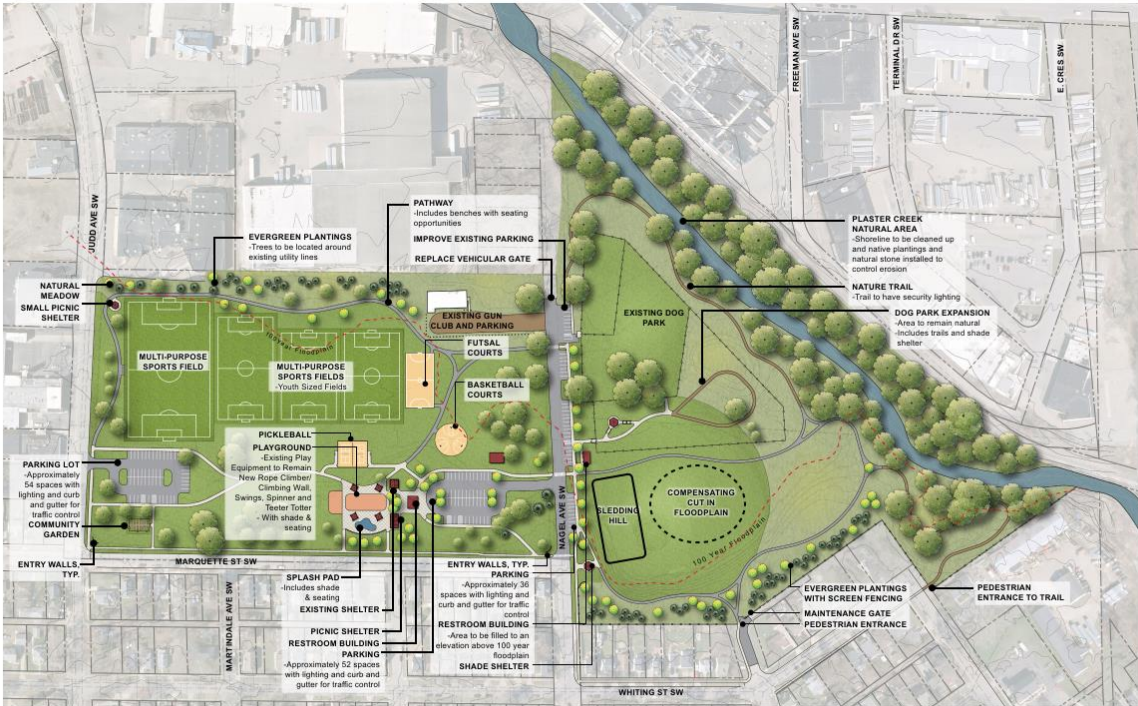
The Marquette Park redevelopment plan was developed after a series of public meetings and received unanimous approval from the Parks Commission, Planning Commission, and City Council in early 2022. Phase 1 includes improvements to the Plaster Creek shoreline, natural and paved trails, expansion and improvements to the Wyoming dog park, two shade shelters, a restroom building, and sledding hill.



COST ESTIMATE AREA PLAN
MARQUETTE PARK - MASTER PLAN
 CITY OF WYOMING, MICHIGAN



DATE: 03.11.2022
 PROJECT NO.: 2129



FINAL PLAN
MARQUETTE PARK - MASTER PLAN
 CITY OF WYOMING, MICHIGAN



DATE: 10.04.2021
 PROJECT NO.: 2129



The grant application requires a resolution supporting the application.

BUDGET IMPACT:

The grant requires matching funds to be included in the FY26 budget. The estimated total project cost is \$1,930,145.67

Attachment:
Resolution

RESOLUTION NO. _____

Resolution to Adopt the 2024 Strategic Plan for the City of Wyoming

WHEREAS:

1. The City Council of the City of Wyoming believes that the development of specific strategic long- and short-term goals and objectives is vital to planning for the future of the community; and
2. At its retreat on December 14, 2023, and with input from a professional facilitator and City staff, the City Council confirmed the three core mission pillars of “Community,” “Safety” and “Stewardship,” and established a set of strategic priorities for the City of Wyoming; and
3. The establishment of these strategic priorities in the form of Goals, Objectives, Tasks and Steps, provides City staff both a clear direction and a sense of purpose to the actions of the community and its organizations.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached 2024 Strategic Plan for the City of Wyoming is hereby adopted; and
2. The Pillars, Goals, Objectives, Tasks and Steps set forth in the Strategic Plan shall direct and guide City staff on the City Council’s priorities and desired outcomes of the City.

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 March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Strategic Plan Staff Report

STAFF REPORT

Date: March 14, 2024

Subject: 2024 City of Wyoming Strategic Plan

From: Partick Waterman, Deputy City Manager

Meeting Date: March 18, 2024

PURPOSE:

The purpose of this staff report is to summarize the proposed 2024 City of Wyoming Strategic Plan, which will be considered for adoption at the March 18, 2024 City Council meeting. The draft plan was distributed to the City Council on March 4th to provide adequate time for review and comment.

COMMUNITY, SAFETY, STEWARDSHIP:

The three pillars of Community, Safety and Stewardship outlined in the 2023 Strategy Map were the basis on which the new 2024-2028 Strategic Plan was created. Once adopted, the new Strategic Plan will help direct and guide decision-making and staff priorities for the city over the next 5-10 years.

DISCUSSION:

On December 14, 2023, City Councilmembers and the staff leadership team held a retreat at the Wyoming Public Library to engage in a facilitated discussion about the future direction and priorities of the city. During this event, Councilmembers were asked to identify and prioritize various actions, initiatives, and projects that they would like to see accomplished in the city over the next 5+ years.

The result of this effort is the attached 2024 Strategic Plan and supplemental Implementation Matrix. The various Goals, Objectives, Tasks and Steps outlined in these documents provide city staff both a clear direction and a sense of purpose to the actions of the community and its organizations. While not every city service, function or priority is specifically addressed in the Strategic Plan, it will help provide clear direction and guidance on the City Council's highest short-term priorities as it pertains to city time and resources.

Progress on the implementation of the Strategic Plan's priorities will be reported to the City Council at least quarterly each year. Assigned personnel will be responsible for self-reporting their progress using the Implementation Matrix. The Strategic Plan document will also be made available publicly via the city's website.

BUDGET:

While no budgetary funding is required to adopt the Strategic Plan, the priorities outline therein will drive future budgetary spending decisions, as approved by City Council.

RECOMMENDATION:

Staff recommends adoption of the 2024 City of Wyoming Strategic Plan through the attached Resolution.

CITY OF WYOMING

WY | MI

MICHIGAN

Strategic Plan

2024

CONTENTS

1. About Wyoming
2. About the Planning Process
3. Staff Leadership Team
4. Key Focus Areas
7. Key Terms
8. City Council
9. Mayor's Message
10. Community-Related Goals and Objectives
12. Safety-Related Goals and Objectives
13. Stewardship-Related Goals and Objectives
16. Resolution of Adoption

ABOUT WYOMING



The City of Wyoming is hardly your typical city. Rather than spreading out from an original point of settlement, our community grew from the outside. 28th Street was once the most famous retail corridor in the region. Our history is at the heart of local commerce. With a population of 76,501, Wyoming is Michigan's 16th largest community.



Wyoming is a geographically large and relatively affordable, so our community is made up of diverse people with diverse backgrounds, cultures and lifestyles. All this takes place in a region that is proud, independent and growing.

The City Council



The Mayor and City Council are an active, elected body of government responsible for legislation and policy-making for the City.

The Mayor and three at-large Council Members are elected by all voters. Three ward Council Members represent and are elected by voters in specific geographical districts in the City.



Together, they set policy direction, adopt City ordinances, appoint members to boards and commissions and approve an annual City budget.

The City Council believes that the development of specific strategic long- and short-term goals and objectives is vital to planning for the future of the community. The long- and short-term goals are codified through the development of this Strategic Plan.



ABOUT THE PLANNING PROCESS

On December 14, 2023, the Wyoming City Council and a staff leadership team held a professionally facilitated strategic planning retreat at the Wyoming Public Library.

During this event, the City Council conducted a comprehensive review of the City's strengths, weaknesses, opportunities and threats, also known as a SWOT analysis.

Through this process, and with input from staff, the City Council was able to confirm the three core mission pillars of "Community," "Safety" and "Stewardship," and establish a new set of strategic priorities for the City of Wyoming.

The priority level of each key focus area was then ranked by the council members using a live voting app called Mentimeter. The results of this ranking exercise are shown in the following pages.

The establishment of these strategic priorities in the form of Goals, Objectives, Tasks and Steps, provides City staff both a clear direction and a sense of purpose to the actions of the community and its organizations in the years ahead.

The implementation of the Strategic Plan's priorities will be measured, tracked and reported to the City Council on an ongoing basis.



STAFF LEADERSHIP TEAM

Heather Chapman, Deputy City Attorney

Scott Engerson, City Assessor

Myron Erickson, Public Works Director

Paul Gerndt, Information Technology Director

Nicole Hofert, Community and Economic Development Director

Chris Kittmann, Court Administrator

Kim Koster, Public Safety Chief

Andrea Mantakounis, Communications Specialist

Krashawn Martin, Parks & Recreation Director

Kim Oostindie, Human Resources Director

Traci Schaffer, Treasurer

John Shay, City Manager

Scott Smith, City Attorney

Paul Smith, Community and Economic Development Assistant Director

Kip Snyder, Public Safety Deputy Chief

Kelli VandenBerg, City Clerk

Emily Vande Griend, Human Resources Assistant Director

Dennis Van Tassell, Acting Fire Chief

Rebeca Venema, Housing Director

Aaron Vis, Public Works Deputy Director

Patrick Waterman, Deputy City Manager

Brianna Pena-Wojtanek, Communications Specialist

Jodi Yenchar, Finance Director

Facilitator

Al Vanderberg, Kent County Administrator

THANK YOU TO OUR CONTRIBUTORS!

KEY FOCUS AREAS

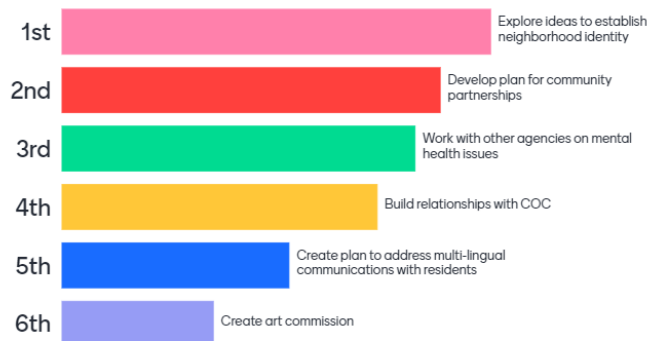
Rank Your Effective Workforce Ideas



Rank Your Communications Ideas

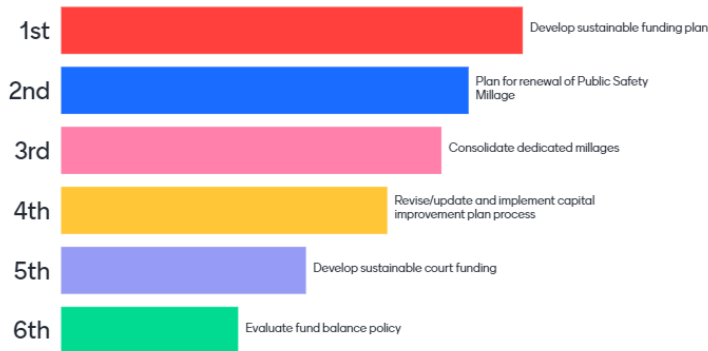


Rank Your Community Engagement/Identity Ideas

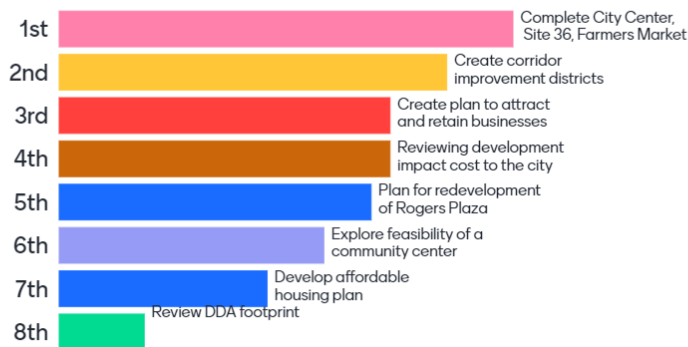


KEY FOCUS AREAS

Rank Your Finance Ideas



Rank Your Economic/Community Development Ideas

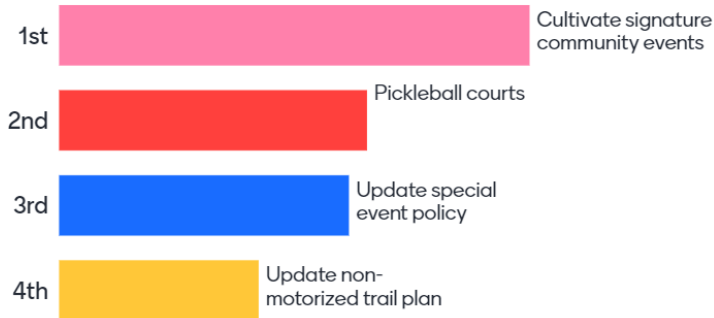


Rank Your Infrastructure/Facilities Ideas



KEY FOCUS AREAS

Rank Your Parks & Recreation Ideas



Rank Your Public Safety Ideas





COMMUNITY

A diverse, strong and authentic place where all individuals have the opportunity to thrive.



SAFETY

Creating a community where people can live, work and play without fear or risk of harm.



STEWARDSHIP

The careful and responsible management of City funding and resources to support our community.

KEY TERMS

PILLAR

Pillars are the City of Wyoming's most highly held, core values through which we organize our work. They include Community, Safety, and Stewardship. Each Pillar includes one or more Goals.

GOAL

Goals are the buckets in which all of the Council-identified Objectives are categorized. They are broadly-worded and are to be pursued on an ongoing basis through the completion of the Objectives.

OBJECTIVE

Objectives are derived directly from the City Council's stated priorities during the retreat. They have been identified and prioritized by the City Council, and therefore serve as primary directives given to City staff. Each Objective includes a council priority level and is assigned to a City staff member. It also provides a target completion year.

TASK

Tasks are actions that have been identified by City staff as a means of accomplishing each Objective. They are very specific in nature and often include multiple steps to accomplish. Like Objectives, each Task is assigned to a City staff member and includes a target completion year.

CITY COUNCIL



Mayor Kent Vanderwood



Council Member-At-Large
Tommy Brann



Mayor Pro Tem, 3rd Ward
Rob Postema



2nd Ward Council Member
Marissa Postler



Council Member-At-Large
Robert Arnoys



Council Member-At-Large
Renee Hill



1st Ward Council Member
Sheldon DeKryger

CITY OF
WYOMING

MAYOR'S MESSAGE

On behalf of the City Council and City staff, we are pleased to present this comprehensive strategic planning document outlining our vision for the future of the City of Wyoming.

My sincere desire is to engage our community members in the decisions of the City. The priorities listed in this plan are directly inspired by resident and community member feedback.

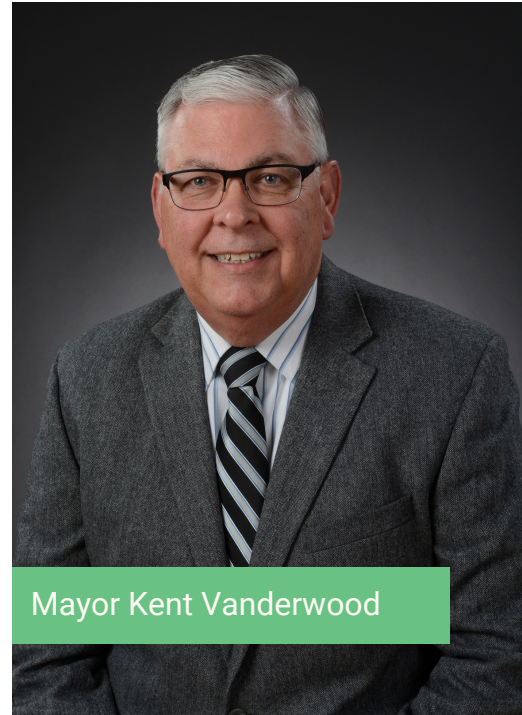
This plan will serve as our “community playbook” for aligning initiatives, resources, goals, departmental operations, projects and investments with a transparent and trackable timeline.

It will help shape our budget, guide city projects and initiatives, and provide a clear path toward fulfilling our mission pillars of Community, Safety and Stewardship.

Finally, I am so grateful for the City staff and council members who have been instrumental in the creation of this plan. Our City staff are truly the drivers of this plan and I am so proud of the work that they do each and every day.



Mayor Kent Vanderwood



Mayor Kent Vanderwood

COMMUNITY

Goal 1 – Strengthen community relations and Wyoming’s sense of identity.

Objective 1 – Implement the new branding initiative. Council Priority Level: #1 (Phase 1 complete by 2025)

- Task 1 - Explore new ways to communicate with the community. (2025)
- Task 2 - Develop positive messaging to the community. (2025)
- Task 3 - Create plan to address multi-lingual communications with residents. (2025)
- Task 4 - Explore mobile-friendly communication methods. (2025)

Objective 2 – Explore ideas to establish neighborhood identity. Council Priority Level: #1 (by 2025)

- Task 1 - Community Engagement. (2025)
- Task 2 - Develop a neighborhood map proposal. (2025)
- Task 3 - Placing Signs. (2025)

Objective 3 - Develop plan for strengthening community partnerships. Council Priority Level: #2 (2026)

- Task 1 - Strengthen relationship with Continuum of Care. (ongoing)
- Task 2 - Create Art Commission. (2026)
- Task 3 - Strengthen relationship with South Kent County Area Chamber of Commerce. (ongoing)

Goal 2 – Implement placemaking initiatives that enhance Wyoming’s vibrancy and quality of life.

Objective 1 – Complete City Center public improvements. Council Priority Level: #1 (2026)

- Task 1 - Develop plan for redevelopment of Rogers Plaza. (2026)
- Task 2 - Identify other properties for redevelopment along 28th Street between Clyde Park Avenue and Burlingame. (2025)
- Task 3 - Complete public infrastructure improvements related to City Center. (2026)

Objective 2 – Complete the redevelopment of Site 36. Council Priority Level: #1 (2027)

- Task 1 - Work with Corewell Health on development of 40 acres on north side of site. (2027)
- Task 2 - Work with Franklin Partners to market site and identify users. (ongoing)

Objective 3 - Complete the 36th Street Marketplace project. Council Priority Level: #1 (2025)

- Task 1 - Finalize Brownfield Work Plan for adoption by WBRA. (2024)
- Task 2 - Get EGLE and MEDC approval of work plan. (2024)
- Task 3 - Manage construction of facility. (2024)
- Task 4 - Consider hiring a consultant to create a branding and naming strategy for the new market. (2024)
- Task 5 - Officially open the facility to the public. (2025)



Community - “A diverse, strong and authentic place where all individuals have the opportunity to thrive.”

Objective 4 – Create corridor improvement district(s). Council Priority Level: #2 (2027)

- Task 1 - Confirm that Division and Burton meet eligibility criteria for creation of Corridor Improvement Authority (CIA). (2026)
- Task 2 - Complete public engagement process. (2026)
- Task 3 - Formally establish CIA district(s). (2027)

Objective 5 – Create plan to attract and retain businesses in the City. Council Priority Level: #3 (2025)

- Task 1 - Create database of major Wyoming employers. (2024)
- Task 2 - Create an annual retention visit schedule. (2025)
- Task 3 - Create a small business survey. (2024)
- Task 4 - Formalize plan to create an annual informational report on Wyoming's small business. (2024)

Objective 6 - Explore the feasibility of developing a new community center to serve City residents.

Council Priority Level: #6 (2026)

- Task 1 - Retain a consultant to conduct a feasibility study. (2026)
- Task 2 - Explore funding options for development. (2026)

Objective 7 - Review DDA footprint. Council Priority Level: #8 (2027)

- Task 1 - Verify tax capture and tax capture history. (2025)
- Task 2 - Open dialogue with county about revisions to DDA and tax capture status. (2025)
- Task 3 - Explore new footprints for the DDA. (2026)
- Task 4 - Elected officials and public engagement. (2026)
- Task 5 - DDA and Council adoption. (2027)

Goal 3 – Enhance community engagement and recreational opportunities for our residents.

Objective 1 – Cultivate signature community events. Council Priority Level: #1 (2026)

- Task 1 - Conduct regional special event gap analysis. (2025)
- Task 2 - Recommend two additional signature community events for FY26 budget. (2025)

Objective 2 – Construct additional pickleball courts where feasible. Council Priority Level: #2 (2025)

- Task 1 - Complete FY24/FY25 budgeted pickleball projects. (2025)
- Task 2 - Recommend additional courts for FY26 budget. (2025)

Objective 3 – Update non-motorized trail and wayfinding signage plan. Council Priority Level: #4 (2024)

- Task 1 - Inventory and assess current non-motorized trail infrastructure. (2024)
- Task 2 - Select and retain consultant. (2024)

Objective 4 – Encourage more affordable housing in the City. Council Priority Level: #7 (2027)

- Task 1 - Update Housing Needs Assessment and Analysis of Impediments to Fair Housing Choice. (2025)
- Task 2 - Perform a housing cost study (2026)

SAFETY

Goal 1 – Implement and adopt more proactive public safety initiatives.

Objective 1 – Develop plan to address crime and drug issues in community. Council Priority Level: #1 (2026)

- Task 1 - Reduce Part I and II offenses which include violent crime and property crime. (2024)
- Task 2 - Evaluate City's ability to Increase resources and enhance communications. (2025)

Objective 2 – Create a citywide emergency plan. Council Priority Level: #3 (2024)

- Task 1 - Assemble a committee to develop the citywide plan. (2024)

Objective 3 - Develop a deer/wildlife management plan. Council Priority Level: #4 (2026)

- Task 1 - Coordinate with Metro Six to develop deer/wildlife management strategy. (2024)
- Task 2 - Coordinate with Communications, Public Works and Parks Department to discuss other techniques and strategies to address deer population in city. (2025)

Objective 4 - Create staffing/hiring plan for Public Safety. Council Priority Level: #2 (2028)

- Task 1 - Develop a fire staffing and deployment RFP. (2026)
- Task 2 - Begin the execution of a staffing and deployment plan. (2028)



Safety - “Creating a community where people can live, work and play without fear or risk of harm.”

STEWARDSHIP

Goal 1 – Strengthen and maintain the strong financial position of the city.

Objective 1 – Develop a long-term sustainable funding plan for the City. Council Priority Level: #1 (2029)

- Task 1 - Evaluate the City fund balance policy. (2025)
- Task 2 - Develop a model for sustainable court funding. (2029)
- Task 3 - Analyze development impact costs to the City. (2028)

Objective 2 – Develop plan for renewal of Public Safety millage. Council Priority Level: #2 (2027)

- Task 1 - Work with City Council as they determine the terms of the renewal proposal to be placed on the ballot. (2026)
- Task 2 - Develop communication strategy around millage renewal ballot proposal. (2027)

Goal 2 – Enhance the efficiency and effectiveness of City operations and services.

Objective 1 – Complete an efficiency audit/staffing level assessment. Council Priority Level: #3 (2026)

- Task 1 - Conduct Organizational Assessment of IT Department. (2024)
- Task 2 - Engage HR and Department Heads to identify other City departments and functions of priority and engage consultants to complete additional assessments, as warranted. (2026)

Objective 2 – Consolidate dedicated millages where feasible. Council Priority Level: #3 (2029)

- Task 1 - Determine viability of asking voters to consolidate millages. (2028)

Objective 3 – Revise/update and implement capital improvement plan process. Council Priority Level: #4 (2025)

- Task 1 - Establish 5-year citywide capital projects plan. (2024)
- Task 2 - Increase capital projects plan forecast to 10-year timeframe. (2025)

Objective 4 - Assess citywide use of technology. Council Priority Level: #3 (2025)

- Task 1 - Develop an inventory of significant computer hardware and software solutions. (2024)
- Task 2 - Coordinate with HR to conduct citywide survey of staff to determine their use and level of proficiency with citywide software programs (e.g. Microsoft Office, OnBase, e-Applicant, e-Bidder, Logos/New World). (2024)
- Task 3 - Use results from tasks 1 & 2 to identify opportunities for improvement. (2024)
- Task 4 - Implement new enterprise resource program (ERP system). (2028)



Stewardship - “The careful and responsible management of City funding and resources to support our community.”

Objective 5 – Update facilities usage and design plan. Council Priority Level: #4 (2025)

- Task 1 - Evaluate improvements for Treasurer's drive-thru. (2024)
- Task 2 - City Hall interior space remodel – furniture, carpet, paint, 1st floor. (2024)
- Task 3 - Public Works building improvements - phase one. (2025)
- Task 4 - City Hall interior space remodel – furniture, carpet, paint, 2nd floor. (2025)
- Task 5 - Public Works building improvements - phase two. (2027)

Objective 6 - Develop and communicate value proposition for taxes and services received. Council Priority Level: #2 (2024)

- Task 1 - Develop talking points for value proposition and taxes paid and highlight key points that Council would like to communicate. (2024)

Goal 3 – Improve City infrastructure and service reliability.

Objective 1 – Complete third transmission main. Council Priority Level: #1 (2026)

- Task 1 - Prepare to construct first segment of the 3rd water transmission main and surge suppression system.
- Task 2 - Construct 1st segment of 3rd water transmission main. (2025)
- Task 3 - Conduct engineering cost-benefit analysis to determine next best option(s) to further improve water transmission system (e.g. 42" upgrade vs. 2nd segment of 3rd water transmission main). (2026)

Objective 2 – Complete second water intake. Council Priority Level: #2 (2030)

- Task 1 - Evaluate financing options. (2028)
- Task 2 - Possibly begin permitting. (2026)

Objective 3 – Determine feasibility of a biodigester at the CWP. Council Priority Level: #5 (2024)

- Task 1 - Complete feasibility study with Donohue & Associates. (2024)
- Task 2 - If warranted by study, begin to explore opportunities to design and construct biodigester (or other alternative options). (2024)

Goal 4 – Attract, train and retain a talented workforce.

Objective 1 – Develop a plan to attract and retain staff. Council Priority Level: #2 (2026)

- Task 1 - Create a hiring plan for Public Safety. (2024)
- Task 2 - Create recruitment materials in line with branding initiative for use for all City departments and develop and implement plan for use. (2024)
- Task 3 - Develop and publish employee engagement calendar, events, and education. (2024)
- Task 4 - Work with departments to develop an inventory of our current tools/practices. (2025)
- Task 5 - Create awareness of public service jobs. (2025)
- Task 6 - Develop a plan for ongoing review of job descriptions (active and in process). (2025)
- Task 7 - Develop a comprehensive onboarding program. (2026)
- Task 8 - Create outreach and awareness plan for all City departments and positions. (2025)

Objective 2 – Complete citywide wage study. Council Priority Level: #4 (2025)

- Task 1 - Complete a comprehensive wage survey for all full-time positions. (2025)
- Task 2 - Implement changes to wage ranges as recommended by the consultant and approved by Council and/or Manager. (2025)

Objective 3 – Assess/improve staff technology competence. Council Priority Level: #5 (2025)

- Task 1 - Provide on-going training opportunities for City staff to improve proficiency with citywide software programs. (2025)

Objective 4 - Create customer service expectations and experience. Council Priority Level: #6 (2028)

- Task 1 - Develop and implement customer service standards; create awareness of these standards through training. (2028)
- Task 2 - Review, update, and create awareness of department specific and citywide social contracts for internal customer service. (2027)

Objective 5 - Develop plan for more diverse City leadership. Council Priority Level: #7 (2026)

- Task 1 - Reassemble the existing DEI task force and re-implement an HR representative as a permanent and active member of the task force. (2024)
- Task 2 - Continue the Talent and Supervisory Development Program and engage with Department Heads and staff to ensure equal opportunity for attendance. (2025)

RESOLUTION OF ADOPTION

RESOLUTION NO. _____

Resolution to Adopt the 2024 Strategic Plan for the City of Wyoming

WHEREAS:

1. The City Council of the City of Wyoming believes that the development of specific strategic long- and short-term goals and objectives is vital to planning for the future of the community; and
2. At its retreat on December 14, 2023, and with input from a professional facilitator and City staff, the City Council confirmed the three core mission pillars of "Community," "Safety" and "Stewardship," and established a set of strategic priorities for the City of Wyoming; and
3. The establishment of these strategic priorities in the form of Goals, Objectives, Tasks and Steps, provides City staff both a clear direction and a sense of purpose to the actions of the community and its organizations.

NOW, THEREFORE, BE IT RESOLVED:

1. The attached 2024 Strategic Plan for the City of Wyoming is hereby adopted; and
2. The Pillars, Goals, Objectives, Tasks and Steps set forth in the Strategic Plan shall direct and guide City staff on the City Council's priorities and desired outcomes of the City.

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:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF CLYDE PARK AVENUE FROM 36TH STREET TO 44TH STREET AND KENOWA AVENUE FROM NORTH CITY LIMIT TO SOUTH CITY LIMIT

WHEREAS:

1. The City of Wyoming, in cooperation with the Michigan Department of Transportation (MDOT), proposes to resurface Clyde Park Avenue from 36th Street to 44th Street and Kenowa Avenue from north city limit to the south city limit in Wyoming.
2. Proposed improvements include milling the existing asphalt surface and replacing with new hot mix asphalt and repairing any damaged concrete curb and sidewalk.
3. The Michigan Department of Transportation has submitted the attached City-State Agreement outlining the rights and obligations for the parties.
4. The anticipated cost for Wyoming's share, based upon the engineer's estimate, is approximately \$820,000, which can be financed out of the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the Mayor and City Clerk to execute the attached Agreement with MDOT for the milling and resurfacing of Clyde Park Avenue from 36th Street to 44th Street and Kenowa Avenue from north city limit to the south city limit on March 18, 2024.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

STAFF REPORT

Date: February 29, 2024

Subject: City-State Agreement for Clyde Park Avenue and Kenowa Avenue Resurfacing

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

CC: Myron Erickson, Director of Public Works

Meeting Date: March 18, 2024

RECOMMENDATION:

It is recommended City Council authorize the Mayor and Clerk execute an agreement with the Michigan Department of Transportation (MDOT) outlining the rights and obligations of each party for the resurfacing of Clyde Park Avenue from 36th Street to 44th Street and all of Kenowa Avenue in Wyoming. The City of Wyoming's share of the project is approximately \$820,000.

COMMUNITY, SAFETY, STEWARDSHIP:

Wyoming continually maintains streets to promote safe and efficient vehicular travel for the residents of Wyoming. Wyoming and MDOT are working together to resurface Clyde Park Avenue and Kenowa Avenue. The project includes milling the asphalt surface, repairing any damaged concrete curb and gutter and sidewalk, and repaving with new asphalt surface. The project will add to the economic strength of our community.

DISCUSSION:

Attached is a City-State Agreement between the City of Wyoming and the Michigan Department of Transportation outlining the rights and obligations associated with the resurfacing of Clyde Park Avenue from 36th Street to 44th Street and Kenowa Avenue from north city limit to south city limit. The agreement is based upon anticipated costs from the engineer's estimate and participating amounts of the project. Wyoming's share of the \$2.4 million-dollar project is approximately \$820,000.

BUDGET IMPACT:

Funds can be financed out of the Major Streets Fund, Capital Outlay Major Street Construction Account No. 202-441-46300-972.502.

STP

DA

| | |
|-----------------|--|
| Control Section | STU 41000 |
| Job Number | 216293CON; 216294CON |
| Project | 24A0299; 24A0303 |
| CFDA No. | 20.205 (Highway Research Planning & Construction) |
| Contract No. | 24-5092 |

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYOMING, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Wyoming, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 16, 2024, attached hereto and made a part hereof:

PART A – STU 41000; JOB #216293CON; 24A0299 – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along Clyde Park Avenue from 44th Street to 36th Street, including concrete curb and gutter, sidewalk, curb ramps and permanent pavement markings; and all together with necessary related work.

PART B – STU 41000; JOB #216294CON; 24A0303 – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along Kenowa Avenue from 60th Street to I-196, including grading, storm sewer, concrete curb and gutter, sidewalk, curb ramps, clay brick pavers, guardrail and permanent pavement markings; and all together with necessary related work.

PART C – STU 41000; JOB #216294CON; 24A0303 – NO FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along Kenowa Avenue from 56th Street to 60th Street/Barry Street, including grading, storm sewer, concrete curb, gutter and curb ramps; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$1,069,193 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$561,739 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

The PART C portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 *et seq.* and MCL 324.21323a *et seq.* The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in

the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such

highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WYOMING

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:

Approved as to form:



Scott G. Smith, City Attorney

February 16, 2024

EXHIBIT I

CONTROL SECTION STU 41000
JOB NUMBER 216293CON; 216294CON
PROJECT 24A0299; 24A0303

ESTIMATED COST

CONTRACTED WORK

| | <u>PART A</u> | <u>PART B</u> | <u>PART C</u> | <u>TOTAL</u> |
|----------------|---------------|---------------|---------------|--------------|
| Estimated Cost | \$1,406,000 | \$755,300 | \$286,700 | \$2,448,000 |

COST PARTICIPATION

| | | | | |
|-------------------------------|--------------------|------------------|-------------|--------------------|
| GRAND TOTAL | | | | |
| ESTIMATED COST | \$1,406,000 | \$755,300 | \$286,700 | \$2,448,000 |
| Less Federal Funds* | <u>\$1,069,193</u> | <u>\$561,739</u> | <u>\$ 0</u> | <u>\$1,630,932</u> |
| BALANCE | | | | |
| (REQUESTING PARTY'S SHARE) \$ | 336,807 | \$193,561 | \$286,700 | \$ 817,068 |

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

RESOLUTION NO. _____

RESOLUTION TO CANCEL PREVIOUSLY APPROVED PURCHASE OF A NEW STREET SWEEPER AND TO APPROVE THE PURCHASE OF A USED STREET SWEEPER

WHEREAS:

1. City Council adopted Resolution number 27420 on July 5, 2022, authorizing the purchase of a new Elgin street sweeper from Bell Equipment Company using MiDEAL contract pricing in the total amount of \$337,279.00.
2. As detailed in the attached staff report, the street sweeper has not yet been received, and it is recommended the order be canceled.
3. It is also recommended, City Council authorize the purchase of a used Elgin street sweeper from Truck World, Inc. in the total amount of \$30,018.00.
4. Funds are budgeted in account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the cancellation and terminates the previously approved purchase a Elgin street sweeper and rescinds the purchase authorized via Resolution number 27420.
2. City Council authorizes the purchase of a used Elgin street sweeper from Truck World, Inc. in the total amount of \$30,018.00.
3. The City Council authorizes the Mayor and City Clerk to execute the contract.
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 this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract/Quote

Resolution No. _____

STAFF REPORT

Date: March 4, 2024

Subject: Purchase of a Used Street Sweeper

From: Donald Roest, Fleet Services Supervisor

Meeting Date: March 18, 2024

RECOMMENDATIONS:

It is recommended that the City Council authorize the purchase of a used street sweeper from Truck World, Inc.. in the amount of \$30,018.00 and cancel the order to purchase a new street sweeper from Bell Equipment Co.

COMMUNITY, SAFETY, STEWARDSHIP:

Street sweepers are used primarily in the spring and fall to remove sand, road and leaf debris that can enter the storm sewer system. Clean streets are aesthetically appealing, provide a safer traveling surface, and are an important part of compliance with the City's stormwater permit.

DISCUSSION:

On July 5th, 2022, the City Council approved, by Resolution 27420, the purchase of a new Elgin Street sweeper in the amount of \$337,279.00 from Bell Equipment Co. The company initially indicated that this vehicle would be delivered before the winter of 2022. However, this did not occur and subsequent meetings about the issue revealed that a sweeper would not be available until the spring of 2025 or 2026 and that the cost would be approximately \$60,000 more.

Following this, Fleet staff worked with Public Works to identify and evaluate an alternative, comparable vehicle. A used street sweeper was located in Wisconsin that was the exact same model as was planned for replacement. Fleet Services staff traveled to Wisconsin, determined that the used street sweeper was in excellent shape, and that it had at least 5 years of life left on it. The total cost for this vehicle, including delivery, will be \$30,018.00. This is \$307,261.00 less than the original Bell Equipment order.

Therefore, staff are requesting City Council authorize the cancellation of the vehicle order from Bell Equipment Co. and authorize the purchase of the used street sweeper from Truck World, Inc. in the amount of \$30,018.00. Upon approval, the vehicle should be delivered within 1 month.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Account 662-441-58500-985.000.

MOTOR VEHICLE PURCHASE CONTRACT **TRUCK** NO. _____

DEALER NAME: **TRUCK WORLD, INC**
ADDRESS: **PO Box 272**
Wittenberg, WI 54496
Phone: **(715) 253 6331 • Fax: (715) 253 2081**

BUYER NAME: **City of Wyoming**
ADDRESS: **Wyoming**
CITY: **MI** ZIP: **99509**

| RESIDENTIAL PHONE | MOBILE PHONE | BUSINESS PHONE | HOME PHONE | RESIDENCE (STREET ADDRESS) | CITY | STATE | ZIP |
|-------------------|--------------|----------------|------------|----------------------------|------|-------|-------|
| | | | | | | MI | 99509 |

PLEASE ENTER IN ORDER FOR THE FOLLOWING DESCRIBED VEHICLE: NEW USED (LEASE OR RENT) TITLE AS TRAILER TRUCK BUS

| MODEL | CHASSIS | DATE OF PURCHASE | YEAR ON | MAKE | TRADE NAME | MODEL | SPECIFICATION NO. |
|-------|---------|------------------|---------|----------|------------|-------------------|-------------------|
| 2007 | | 2007 | | Sterling | SC 8000 | 49HAAD0V37DX57963 | |

USED: PRICE (from the Voluntary Disclosure Label (if displayed)) **\$28,500.00**

NEW: Listing of additional specifications, optional equipment and accessories on attached addendum

BASE MSRP (Manufacturer Suggested Retail Price) \$ _____

PRICE OF THE VEHICLE

- a. Total of Options/Accessories **28,500.00**
- b. Services Fee **2018.00**
- c. Discount **2,500.00**

1. Cash Price (BASE MSRP or USED PRICE + a + b - c) **30018.00**

TRADE ALLOWANCE

2. Owned Trade-in Allowance or Net Lease Equity **-0-**

d. Trade Difference (1 - 2) **N/A**

TAXABLE ITEMS PURCHASED WITH THE VEHICLE

e. Other **-0-**

3. Total of Taxable Items (e + f) **30018.00**

SALES TAX CALCULATION **out of state tax**

g. Amount Subject to Sales Tax (1 + 3) **30018.00**

h. State Tax (g x .05) **1500.90**

i. County Tax (g x .005) **150.09**

j. Local/Stadium Tax (g x .001) **30.02**

4. Total of Taxes (h + i + j) **1681.01**

TAX AND NON-TAXABLE ITEMS PURCHASED WITH VEHICLE

k. Federal Excise Tax

5. Total of Non-Taxable Items (k + l + m + n) **-0-**

OWNED VEHICLE PAYOFF

6. Estimated Payoff Amount on Owned Trade-in **N/A**

7. Total Cash and Rebates (o + p) (if assigned) + q **-0-**

CASH & CASH EQUIVALENTS

8. Due on Delivery - Balance to Finance **30018.00**

(1 - 2 + 3 - 4 + 5 - 6 - 7)

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

This is a Finance Transaction (Check A or B).
Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:

A. In attached disclosure. These terms do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.

B. Acceptable to You.

This transaction is subject to financing being arranged through creditor of Your choice. You must obtain acceptable financing and dealer must receive written notice by (date) or this contract is void.

This is a Cash Transaction. You are obligated to pay the balance due on delivery.

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO _____ MILES/KILOMETERS, AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.

1. That I am 18 years of age or older.

2. That I have full power, right and lawful authority to dispose of the trade-in.

3. That, notwithstanding the above, I and dealer agree to make as indicated in the components of price of the Purchase Contract or in Other Conditions of Sale, I will ensure that any and all liens and encumbrances on the trade-in are satisfied and released before or immediately upon delivery of the trade-in to the dealer.

4. That the only holder(s) of a security interest in the trade-in is (holders) is (are) shown below: **N/A**

5. That the trade-in is not subject to a child support lien (if the dealer does not have a check-off vehicle head block, ownership or financing, including support person of vehicle).

6. That all parts of the trade-in emission control system are as originally installed by the manufacturer of same complete and with replacement equipment.

7. That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications.

9. That title I have owned or leased the trade-in and it has not been replaced, completed with or otherwise altered in any way and I believe that the trade-in's current odometer reading of _____ miles/kilometers does reflect its actual mileage.

10. That other than normal wear and tear, the trade-in has no existing or existing defects, including but not limited to, tampered with, or otherwise altered in any way.

11. That the trade-in has not previously been a salvage vehicle, manufacturer buyback or subject to any other title brands.

12. That the trade-in has not previously been flooded or water damaged.

13. That the trade-in does not have any defective welds or other evidence of repair to the body frame, floor pan, frame or other structural portion of the vehicle.

14. That the O.E. SER. has been stamped in the trade-in. The year of manufacture of the vehicle is _____ until the date of the present instrument is _____.

Explain All "NO" Answers: _____

Small O. Smith, City Attorney

As a deterrent to purchaser failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, _____ % (not to exceed 5%) of the cash price of the vehicle as authorized by Section 218.0141 Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.

YOUR SIGNATURE(S) _____ DATE _____ TIME _____ A.M./P.M.

ACCEPTED BY DEALER OR AUTHORIZED AGENT _____ DATE _____ TIME _____ A.M./P.M.

AUTHORIZED SIGNATURE _____ DATE _____ TIME _____ A.M./P.M.

Notar Public: _____

Notar Public: _____

Notar Public: _____

Notar Public: _____

Notar Public: _____

Notar Public: _____

Notar Public: _____

Notar Public: _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE THE PURCHASE OF TWO 24" CHECK VALVES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Mueller Water Products, Inc. for the purchase of two 24" check valves in the total estimated amount of \$18,253.42.
2. Funds for the purchase are available in account number 591-591-55300-775.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Mueller Water Products, Inc. for the purchase of two 24" check valves in the total estimated amount of \$18,253.42.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposal

Resolution No. _____

STAFF REPORT

Date: February 22, 2024
Subject: Purchase of Check Valves
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: March 18, 2024

RECOMMENDATION:

It is recommended the City Council accept the proposal as provided by Mueller Water Products, Inc. for the purchase of two 24" check valves in the amount of \$18,253.42.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility plant equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant (WTP).

DISCUSSION:

The WTP utilizes many different valves in the water treatment process. One style valve used in various processes is called a check valve, which allows water to move in only one direction and prevents water from backflowing. One such 24" check valve was found in a failed condition in September of 2023. A 24" Pratt check valve was purchased and installed by highly skilled plant staff following City Council approval of Resolution No. 27897.

Considering there are two more check valves of the same vintage, it was prudent to investigate the other valves for wear. Maintenance staff removed the first valve and discovered it to be in a similar condition to the check valve that had failed previously. The worn valve's condition is such that it should not be reinstalled. Rather than removing a third check valve for inspection, thereby taking more pumps out of service, it is recommended to purchase and replace both remaining 24" check valves.

Mueller Water Products, Inc. provided the first 24" Pratt check valve for a cost of \$9,185.70, which was the lowest cost of three valve suppliers. Therefore, a proposal for two additional check valves was requested from Mueller Water Products, Inc. They provided a proposal in the amount of \$18,253.42 for two 24" check valves. Considering the pricing has not increased and the recently installed Pratt check valve is performing well, it is recommended the City Council accept the proposal as provided by Mueller Water Products, Inc.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant account #591-591-55300-775.000.

CITY OF
Wyoming
MICHIGAN

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

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

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

Effective Date means: March 5, 2024.

Items means the parts, equipment, or other items the City is purchasing as stated in the Proposal.

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" is Exhibit A, including the Risk Allocation and Insurance Provisions.

Supplier means: Mueller Water Products, Inc. d/b/a Pratt
[Name of supplying entity]
A Delaware corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
2048 industrial Blvd
[Supplier's street address]
Kimball, TN 37347
[Supplier's city, state & zip]

TERMS AND CONDITIONS

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

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

The attached Purchase Order Modification Agreement dated February 20, 2024

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:



Supplier: Mueller Water Products, Inc. d/b/a Pratt

By: Dale J. Speggen Jr.
[Signature officer, director, or principal of Supplier]
Dale Speggen, VP/GM Specialty Valves
[Typed/Printed Name & Title of Person Signing for Supplier]

Date signed: March 5th, 2024

This Purchase order includes the attached Purchase Order Modification Addendum Dated February 20, 2024 starting on page 8.

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

2. Qualifications. Supplier represents and promises that:

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

B. Supplier and its principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have not within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.

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

D. Supplier is not an "Iran linked business" under Michigan's Iran economic sanctions act, 2012 PA 517.

3. Nondiscrimination and Respect. City is committed to equity, fairness, impartiality, courtesy, respect, and nondiscrimination in City programs, benefits, and actions, including City contracts. Therefore:

A. Supplier in (i) employment actions and (ii) 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. Supplier will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

B. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Supplier, (ii)

Contract cancellation, termination, or suspension, in whole or in part, and (iii) Supplier's ineligibility for future City contracts.

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

4. Ethical Standards. To the best of Supplier's knowledge after reasonable inquiry:

A. Supplier and Supplier's personnel, as well as any parent, affiliate, or subsidiary organization of Supplier has not engaged in and shall refrain from: (i) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value, or (ii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the contract.

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

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

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

6. Payment to Supplier.

A. Supplier and all subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov).

B. Payments to Supplier will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after and invoice all required information is submitted to City.

C. Payment disputes will be resolved as provided in §13. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

8. Information, Quality, and Related Requirements.

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

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

C. Supplier's failure to meet specified delivery schedules or promptly replace rejected materials renders Supplier liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location

specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

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

10. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to this contract. Supplier shall retain copies of all records related to this contract for at least 7 years after completion of the contract. Supplier shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

13. Disputes/Remedies. The following applies to all disputes under this contract:

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

B. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 11.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

17. Risk Allocation. Supplier is solely responsible for (i) the means and methods of providing the items under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage suffered by Supplier or Supplier's officers, employees, and agents.

B. Supplier shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of actions, errors, or omission of Supplier or Supplier's officers, employees, and agents while providing the items under this Contract.

18. Insurance.

A. Supplier shall maintain the following insurance:

| REQUIRED LIMITS | ADDITIONAL REQUIREMENTS |
|--|--|
| COMMERCIAL GENERAL LIABILITY | |
| Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations | Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess. |
| AUTOMOBILE LIABILITY INSURANCE | |
| Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence | Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess. |
| WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY | |
| Minimal Limits: \$500,000 per occurrence | Coverage shall be in accordance with all applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law. |
| ENVIRONMENTAL/POLLUTION LIABILITY | |
| Coverage is required if any of the items being purchased are hazardous or toxic substances or materials or contain hazardous or toxic substances or materials. Amount required \$2,000,000. | Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the Supplier keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Coverage afforded shall be primary and any other insurance that may be in effect shall be secondary and/or excess. |

19. General Terms.

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

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

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

**Exhibit B
Proposal**



a **MUELLER** brand

2048 INDUSTRIAL BLVD, KIMBALL, TN 37347
TEL: (360) 605-6641 FAX:

Please reference project name and quote number
on all purchase orders related to this quotation.

Date: February 8, 2024

Quote #: Q-024-37673 **Rev:** 0

Project Name: (Additional Order) Replacement Wafer Check
Valve - WTP

Project Location: Wyoming, MI

TO: Dan Kleinheksel - City of Wyoming

CITY OF WYOMING ACCOUNTS PAYABLE
1155-28TH STREET SOUTHWEST
WYOMING, MI 49509
US
Phone:
Fax:

This quotation reflects our policy of sourcing materials in the most cost effective manner and is based on the attached Conditions of Sale. Any requirement for a specific US content or revision to the Conditions of Sale may require a revised quotation.

We are pleased to submit the following proposal for your consideration:

| ITEM | QTY | LEAD-TIME | DESCRIPTION | UNIT PRICE | EXTENDED |
|------|-----|-----------|---|-------------|--------------|
| 1 | 2 | 1-2 Weeks | 2400-740G-S0 24" 740G Double Disc Check Valve, 250psi, DI Body, 304 SS Disc, 316 Stainless Steel Spring, EPDM Seat, Fusion Bond Epoxy 12 Mils int./ext. **Estimated weight is ~375 lbs. | \$ 9,126.71 | \$ 18,253.42 |

Quote Total: \$ 18,253.42

****Please see 2.6 below.**
****Reference Order # - 53664878 HP.**

If you have any questions regarding this quote, please contact our local sales representative:

Michael Wright
Peterson & Matz, Inc.
(248) 476-3204

Sincerely,
Logan Fleming
Application Engineer
lfleming@muellerwp.com

cc:
Mitch Patishall, District Manager

Mueller refers to one or more of Mueller Water Products, Inc., a Delaware corporation ("MWP"), and its subsidiaries. MWP and each of its subsidiaries are legally separate and independent entities when providing products and services. MWP does not provide products or services to third parties. MWP and each of its subsidiaries are liable only for their own acts and omissions and not those of each other. MWP brands include Mueller®, Echologics®, Hydro Gate®, Hydro-Guard®, Jones®, Mi.Net®, Milliken®, Pratt®, Singer®, and U.S. Pipe Valve and Hydrant. Please see muellerwp.com/brands to learn more.

CONDITIONS OF SALE

Pricing quoted is based upon Buyer's acceptance of Seller's Standard Terms and Conditions and Limited Warranty which are attached as Attachment A. Buyer must reference Project Name and quote number on all purchase orders related to this quotation. Requested changes to Seller's Standard Terms and Conditions or Limited Warranty may result in a change of price quoted.

Commercial Terms:

FOB Point : Cleveland, TN
Freight Terms : PPC Pre-Pay & Charge
Payment Terms : Net 30 Days
Price Validity : 30 Days
Warranty : 24 Months
Packaging : Standard

Extended Warranty

ADD 2% FOR 36 MONTH WARRANTY
ADD 3% FOR 48 MONTH WARRANTY
ADD 5% FOR 60 MONTH WARRANTY

1. Quoted Prices Exclude:

- 1.1 All Taxes
- 1.2 Flange nuts, bolts, gaskets, anchor, mounting bolts, Victaulic couplings, Mechanical Joint Accessories, thimbles, or non-standard tags.
- 1.3 Extension stems, soil pipes, valve boxes, covers, or "tee" wrenches
- 1.4 Installation and start-up service, on-site training, classroom instruction.
- 1.5 Hydraulic oil for cylinder operators and/or accumulator systems.
- 1.6 Spare parts

2. Clarifications

- 2.1 Valves are not considered equipment, we will not be providing manufacturer's representative for verification / written certification of proper installation, lubrication, alignment, etc.
- 2.2 Hydrostatic testing will be performed using ambient water temperature
- 2.3 Any additional information concerning submittals, O&M manuals, Pipe specs, etc., that were not provided at time of quote may impact price and delivery.
- 2.4 The quoted list of materials included herein represents our interpretation of Plans and Specifications (as provided) and is not guaranteed to be complete or correct. Prices are subject to change upon review of actual job specifications.
- 2.5 Electronic submittals and O & M manuals will be provided in PDF electronic format. Hard copies are available upon request.

- 2.6 DOUBLE DISC CHECK VALVE;
**Exception taken to the Buna-N seat ring & Aluminum Bronze disc requirement. Our model utilizes an EPDM seat and 304SS Disc. NSF 61 certified.

LEAD TIMES:

Lead times being quoted are based upon the current plant schedule and materials availability. Every reasonable effort will be made to honor the quoted lead-time. However, changes in demand can adversely affect the delivery schedule. Lead times initiate ARO and release to manufacturing.

Rev 0 - 2/8/2024 - Generated quote for 2nd order. Original quote # - Q-023-35651.

3. Prices are firm and quote is valid providing:

- 3.1 Pricing quoted assumes shipment of complete quoted material within 365 days from date of a received purchase order.
- 3.2 Payment terms are extended to customers who have completed a credit application, including credit agreement, and have been approved by our Credit Department. Payment must be made in advance of shipment for all other accounts. Prices are firm for acceptance within 30 days of the bid date and apply to this quotation only. If this quote is not accepted within 30 days after bid, Seller reserves the right to re-quote and adjust price.
- 3.3 Approved drawings, if specifically required by purchase order, are returned within thirty (30) days of submittal date, with full release to manufacturing. If approved drawings are not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.4 Quoted shipping dates are estimates only based on shop loads and lead times of materials from outside vendors. Seller will provide updated schedules or reflect current schedules upon order acknowledgement. Lead time shall be mutually agreed to at the time of product release to manufacture and credit package approval by Seller. Seller shall not be responsible for delay in deliveries due to any cause beyond Seller's reasonable control, regardless of theory of liability.
- 3.5 If awarded any contract or Purchase Order pursuant to this Quotation, please be advised Seller may not begin production or scheduling of your Order until the above terms and conditions have been affirmed.



Hydro Gate Sales
12000 East 47th Ave.
Suite 200
Denver, CO 80239

Henry Pratt Sales
2048 Industrial Boulevard,
Kimball, TN 37347

February 20, 2024

City of Wyoming Michigan
1155 28th St SW,
Wyoming, MI 49509

Total 3 Pages

Subject: Seller's Quote #: Q-024-37673 (\$18,253.42)
Project: Replacement Water Check Valve-WTP

Purchase Order Modification Addendum ("POMA" or "Terms")

Dear Dan,

Henry Pratt Company, LLC ("Seller"), received the above purchase order (the "Purchase Order") from City of Wyoming Michigan ("Buyer"), and its accompanying Buyer terms and conditions ("Buyer's Terms") (together, Buyer's "Order"). We reviewed your Terms against the terms and conditions upon which Seller's above Quote was based upon, located here: <https://www.muellerwaterproducts.com/terms-conditions> (the "Terms and Conditions of Sale"). We note that certain Buyer Terms conflict with Seller's Terms and Conditions of Sale.

We cannot begin the scheduling and production of your Order until mutual terms are affirmed. We request your acceptance of this Purchase Order Modification Addendum ("POMA") to amend Buyer's Terms for the specific terms and conditions set forth below. For sake of clarity, Buyer's Terms will govern the Order except to the extent there is a conflict with this POMA, in which case this POMA will govern and take precedence.

Entity

- Please direct Purchase Order to Henry Pratt Company, LLC, 2048 Industrial Boulevard, Kimball, TN 37347. Payment should be remitted to "Mueller, 23418 Network Place, Chicago, IL 60673-1234"

Shipping Terms

- FOB Origin, whereupon title shall transfer to Buyer at shipment. Seller shall bear the cost of freight and all risk of loss until tender of delivery at the destination, except for loss occasioned by negligence of Owner, Buyer, or Buyer's subcontractors. Buyer must note such damage on the bill of lading and advise Seller as soon as possible but in no event later than three (3) days after delivery of any damaged goods. The Buyer will check shipment against packing list and report any shortages and discrepancies in writing to the Seller within five (5) business days after receipt.

Warranty

- The warranty provision in the Order should be replaced in its entirety with the limited warranty attached hereto as Attachment 1.

Damages/Limitation of Liability

- SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO OR ARISING FROM THIS ORDER. SELLER'S TOTAL LIABILITY, INCLUDING ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS AND REPRESENTATIVES WITH RESPECT TO THE ORDER OR A BREACH THEREOF, IS CAPPED AT THE PURCHASE ORDER VALUE.

Indemnification

- Seller's indemnification shall be limited solely to Buyer for third-party claims directly arising out of Seller's gross negligence or willful misconduct in performance of this Order. However, Seller will not be responsible for indemnification obligations, as stated herein, for any negligence occurring on behalf of the Buyer or any third-party.

Please affirm your acceptance of this Purchase Order Modification Addendum by signing where indicated below and returning the original or a PDF of this Addendum via email to Ryan Pearson at rpearson@muellerwp.com

Thank you for your cooperation in resolving these points. We look forward to working with you on this Project. Should you have any questions, please do not hesitate to contact Ryan Pearson at (423) 463-6255.

Regards,

Dale F. Speggen Jr.

Dale F. Speggen Jr.
VP & GM - Specialty Valves

City of Wyoming Michigan:

Accepted by: _____

Title: _____

Date: _____

Approved as to form:

[Signature]

ATTACHMENT 1
LIMITED WARRANTY

Henry Pratt Company, LLC ("Seller") warrants that each of its products branded HYDRO GATE or PRATT supplied hereunder is free from defects in materials and workmanship (the "Warranty") for a period of twenty-four (24) months from the date of shipment from Seller to Buyer (the "Warranty Period"). Seller agrees, at its sole option, and at Buyer's sole and exclusive remedy, to repair, replace, or refund the unit purchase price of any product which is non-conforming to the Warranty due to Seller's defective workmanship or defective material of which Warranty non-conformance Buyer notifies Seller in writing during the Warranty Period.

Buyer shall give written notice within fifteen (15) calendar days of the discovery of any alleged Warranty non-conformance to Seller's Field Service Supervisor, and prior to any repair or replacement work being performed on the non-conforming product, in order to maintain this product Warranty (i.e., otherwise Buyer voids the Warranty). Seller shall have the right to inspect the product for which a Warranty claim is made. Buyer shall return the product to Seller upon Seller's request for such inspection. Buyer shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this Warranty. Seller's obligations hereunder are conditioned upon prompt written notice of the alleged defect from the Buyer.

This Warranty does not apply to products that have defects or failures resulting from (a) Buyer's design; (b) accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation by any party other than Seller; (c) external forces, such as, but not limited to, acts of God or the elements, vandalism, accident, vehicular or other impact, societal disruption (for example, war, terrorism, riot, civil unrest), application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave; (d) the products not being installed or maintained as required by Seller's instructions, common practice, and/or applicable laws; (e) the defect arises, in whole or part, because Buyer failed to follow Seller's instructions or local codes as to the storage, installation, commissioning, use or maintenance of the products; (f) Buyer makes any further use of such products after giving such notice and (g) unauthorized alterations, modifications or repairs by any party other than Seller. Seller does not warrant water-operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits.

Seller will not be responsible for the Warranty unless: (i) Buyer gives prompt written notice of the alleged defect, reasonably described, to Seller from when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such products, and Buyer (if requested to do so by Seller) returns such products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the products are defective.

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY, AND SELLER'S SOLE AND EXCLUSIVE OBLIGATIONS, FOR A NON-CONFORMING PRODUCT UNDER THIS WARRANTY. THE WARRANTY IS IN LIEU OF, AND SELLER EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT OR MISAPPROPRIATION OF ANY RIGHT, TITLE OR INTEREST OF BUYER OR ANY THIRD PARTY, OR OTHERWISE. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY SELLER, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR FOR ANY AND ALL OTHER DAMAGES, LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING OR ANY OTHER CLAIM OR OBLIGATION, SELLER'S MAXIMUM AGGREGATE OBLIGATION TO BUYER SHALL NOT EXCEED THE UNIT PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE WARRANTY CLAIM.

Products manufactured by a third party ("Third-Party Product") may be incorporated into or packaged together with, the products. Third-Party Products are not covered by the Warranty. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, AND SELLER EXPRESSLY DISCLAIMS ANY, WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ANY OF THE FOREGOING ARE (OR ARE BELIEVED TO BE) EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR
OF A SANITARY SEWER AND AUTHORIZE PAYMENTS FOR THE WORK

WHEREAS:

1. As detailed in the attached staff report, a contractor bored through the 42” sanitary sewer main that runs next to Buck Creek and emergency repair work was needed.
2. It is recommended City Council concur with the emergency repairs and associated work.
3. The emergency repairs and associated work were completed by multiple vendors in the total combined amount of \$114,575.95, as detailed in the staff report.
4. A budget amendment is required for this work and the City will be seeking reimbursement from the contractor who caused the damage.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency repair of the sanitary sewer main and associated work.
2. The City Council authorizes payment to the vendors as shown in the attached staff report.

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 March 18, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Invoices

Resolution No. _____

STAFF REPORT

Date: February 29, 2024

Subject: Authorize Payment for an Emergency Sanitary Sewer Repair Near Clay Avenue and 54th Street

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

CC: Myron Erickson

Meeting Date: March 18, 2024

RECOMMENDATION:

It is recommended the City Council authorize the payment of \$48,067.70 to Plummer's Environmental Services Inc., \$42,262.08 to Mersino, \$5,743.17 to Midwest Trenchless Services, \$15,397.00 to Procure Tree Service LLC (d.b.a. CHOP), \$3,105.00 to M&M Fencing, Inc. totaling \$114,574.95 for work related to an emergency sanitary sewer repair near Clay Avenue SW and 54th St SW.

COMMUNITY, SAFETY, STEWARDSHIP:

Emergency repairs of sanitary sewer infrastructure are necessary to restore normal operations as quickly as possible to prevent sewage from entering homes, businesses, and the environment. The cured in place (CIPP) technology that was used for this repair reduced costs and significantly shortened the time frame that is typically needed for a repair of this magnitude.

DISCUSSION:

On February 21, 2024, we discovered that a contractor had bored through our 42" sanitary sewer main that runs next to Buck Creek. A sinkhole had formed, and we had concerns that the sewer might back up due to sand infiltration or collapse. MidWest Trenchless, a trusted contractor, was



called for assistance due to the work being extensive and beyond our equipment capabilities. Large bypass pumps were set up by Mersino to prevent the sewer from backing up, and to allow for a contractor to video the inside of the pipe. The video showed that two pieces of conduit were bored through the center of the sewer main, and that a significant amount of sand had infiltrated into the pipe.

Plummer's Environmental Services was able to cut out the conduit, grout the holes in the pipe, and install a cured in place (CIPP) spot repair. The repair was completed, and normal sewer flow was restored on February 27, 2024. They were also able to remove the sand that infiltrated the pipe by cleaning downstream of the repair.

Chop removed trees to allow for the bypass pumps and piping to be set up and used. M&M fence repaired the fence that was damaged due to the sinkhole.

BUDGET IMPACT:

Pending approval of the budget amendment, sufficient funds exist in the sewer fund, public works, transmission mains account: 590-441-54200-930.000. The Public Works Department and the City Attorney's Office will be seeking reimbursement from the contractor that caused the damage.

ATTACHMENTS:

Invoices
Budget Amendment





Invoice

10075 Sedroc Industrial Drive
 Byron Center, MI 49315
 Phone # 616-877-3930
 Fax # 616-877-3937

Terms **Date** **Invoice #**
 Net 30 2/27/2024 24177934

Bill to:
 City of Wyoming
 2660 Burlingame Ave. SW
 Wyoming, MI 49509

Service Location:
 54th and Clay
 Sanitary Sewer

P.O. No. **Manifest No.** See Below **Work ordered by:** Jay Van Dyke

| Service D... | Description | Units | U/M | Unit Price | Extended Price |
|--------------|---|-------|-----|--------------|----------------|
| 2/26/2024 | Confined Space Entry Team | 8.68 | hr | 475.00 | 4,123.00 |
| | Vactor and Operator Hourly Rate | 8.68 | hr | 290.00 | 2,517.20 |
| | Camera Truck Operator Hourly Rate | 8.68 | hr | 275.00 | 2,387.00 |
| | Grout and Cement | 1 | ea | 660.00 | 660.00 |
| | Transportation and disposal of waste at Plummer's EPA licensed CWTF Manifest T-178818 | 750 | gal | 0.60 | 450.00 |
| 2/27/2024 | Vactor and Operator Hourly Rate | 9.38 | hr | 290.00 | 2,720.20 |
| | Camera Truck Operator Hourly Rate | 1.43 | hr | 275.00 | 393.25 |
| | Transportation and disposal of waste at Plummer's EPA licensed CWTF Manifest T-178861 | 2,000 | gal | 0.60 | 1,200.00 |
| | 42" x 4' Cured in Place Spot Repair | 1 | ea | 13,000.00 | 13,000.00 |
| | | | | Total | \$43,451.95 |

We gladly accept credit cards. A 2.9% surcharge will be applied to transactions paid using this payment method. Based on invoice date and terms, there will be a 1.5% interest charge per month on past due invoices.



Invoice

10075 Sedroc Industrial Drive
 Byron Center, MI 49315
 Phone # 616-877-3930
 Fax # 616-877-3937

Terms **Date** **Invoice #**
 Net 30 3/5/2024 24178337

Bill to:
 City of Wyoming
 2660 Burlingame Ave. SW
 Wyoming, MI 49509

Service Location:
 54th St, Clay St
 Wyoming, MI

P.O. No. **Manifest No.** **Work ordered by:** Jay Van Dyke

| Service D... | Description | Units | U/M | Unit Price | Extended Price |
|--------------|--|-------|-----|--------------|-------------------|
| 3/5/2024 | Utilized high pressure water to jet (3) sections of 42" Sanitary Sewer from manhole MH 11-069 to MH 60-001. Vacuumed from each of the (3) sections to remove gravel & sand from break in pipe that was washed down stream. | 8.05 | hr | 290.00 | 2,334.50 |
| | Water Truck and Operator Hourly Rate | 7.55 | hr | 175.00 | 1,321.25 |
| | Transportation and disposal of waste at Plummer's EPA licensed CWTF | 2,000 | gal | 0.48 | 960.00 |
| | | | | Total | \$4,615.75 |

We gladly accept credit cards. A 2.9% surcharge will be applied to transactions paid using this payment method. Based on invoice date and terms, there will be a 1.5% interest charge per month on past due invoices.

900 N Squirrel Rd
 Suite 210
 Auburn Hills, MI 48326
 United States

City of Wyoming
 1155 28th St SW
 PST:

Invoice 115314

Invoice Date:
 02/29/2024

Due Date:
 03/30/2024

Source:
 S05089

| Description | Start Date | End Date | Fleet Number | Quantity | Unit Price | Taxes | Amount |
|---------------------------------|------------|------------|------------------------------|-----------------|--------------|-------|--------------|
| <i>55803 - Emergency Bypass</i> | | | | | | | |
| Labor - Operator | 02/21/2024 | 02/28/2024 | | 134.46 Units | \$ 120.00 | | \$ 16,135.20 |
| Labor - Operator OT | 02/21/2024 | 02/28/2024 | | 31.64 Units | \$ 150.00 | | \$ 4,746.00 |
| Vehicle | 02/21/2024 | 02/28/2024 | | 1.00 Units | \$ 3,975.00 | | \$ 3,975.00 |
| Mileage | 02/21/2024 | 02/28/2024 | | 1.00 Units | \$ 1,018.50 | | \$ 1,018.50 |
| Equipment Rental | 02/21/2024 | 02/28/2024 | MP8071 MP81123 MP633 LT25 | 1.00 Units | \$ 11,528.55 | | \$ 11,528.55 |
| Open Shop Charge | 02/21/2024 | 02/28/2024 | | 1.00 Units | \$ 3,000.00 | | \$ 3,000.00 |
| Travel & Lodging | 02/21/2024 | 02/28/2024 | | 1.00 Units | \$ 883.83 | | \$ 883.83 |
| Per Diem | 02/21/2024 | 02/28/2024 | | 1.00 Units | \$ 975.00 | | \$ 975.00 |

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406

900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

| | |
|--------------|---------------------|
| Total | \$ 42,262.08 |
|--------------|---------------------|

Please use the following communication for your payment : **115314**

Terms & Conditions: <https://mersino.odoo.com/terms>



Invoice

Reference Nbr.: 020167
 Date: 29-Feb-2024
 Due Date: 30-Mar-2024
 Customer ID: CI011
 Currency: USD

Chop Tree
 1505 Steele Avenue SW
 Grand Rapids, MI, 49507

BILL TO:
 City of Wyoming
 1155 28th St
 Wyoming MI 49509
 United States of America

SHIP TO:
 City of Wyoming
 United States of America

| CUSTOMER REF. NBR. | TERMS | CONTACT | | | | |
|--------------------|---|---------|-----|------------|-------|----------------|
| | Net 30 | | | | | |
| NO. | ITEM | QTY. | UOM | UNIT PRICE | DISC. | EXTENDED PRICE |
| 1 | 2/21/24 Emergency Service: Remove trees for watermain replacement: (25) less than 6" trees, (14) 6-12" trees and (5) 13-18" trees | 0.00 | | 0.0000 | 0% | 15,397.00 |

NOTE:

Sales Total: 15,397.00
Less Discount: 0.00
Tax Total: 0.00
Total (USD): 15,397.00
Cash Discount: 0.00

Midwest Trenchless Services, LLC

3129 Benston Rd
Whitehall, MI 49461

Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 3/8/2024 | 030824WY |

| |
|--------------------------------------|
| Bill To |
| 2405-01 City of Wyoming Sewer Repair |

| | | |
|----------|-------|------------------------------|
| P.O. No. | Terms | Project |
| | | 2405-01 City of Wyoming S... |

| Quantity | Description | Rate | Amount |
|----------|---|--------------|--------------|
| 1 | CRC Inv 292260 2.27.24 - Telehandler Rental | 1,530.67 | 1,530.67 |
| 1 | CRC Inv 292333 3.4.24 - Telehandler Fuel | 112.50 | 112.50 |
| 1 | R.B. Satkowiaks Inv 0224-342 2.27.24 - Subcontract TV & Clean | 3,100.00 | 3,100.00 |
| 8 | On-site Consulting Labor - Joel Kruszynski | 125.00 | 1,000.00 |
| | | Total | USD 5,743.17 |

M&M Fencing, Inc.

255 Walter St. S.E. Wyoming, MI 49548 Phone: (616) 532-9740 Fax: (616) 534-3439
E-mail: usemmfencing@gmail.com

INVOICE

Invoice# 24-0019

Date: March 11, 2024

To: City of Wyoming
Attn: Ross VanderLugt
Ph#: (616) 530-7260
Cell# (616) 916-7833
E-mail: Ross.VanderLugt@WyomingMi.gov

PROJECT: City of Wyoming - S.W. Corner of 54th & Clay

DESCRIPTION: M&M Fencing, Inc. to supply all labor and materials to install the following:

1. All new material using 3" Terminal Posts, 2" Line Posts & 1 5/8" Top Rail. 6' high Galvanized Chain Link Fencing with 3 strands of Barbwire. Posts to be set in concrete footing. *Total: \$3,021.00*
2. Set (1) 3" x 11' Terminal Post to fill in gap. *Total: \$84.00*

Total Due: \$3,105.00

If you have any questions regarding the above invoice, please feel free to contact Mike by cell phone at: (616) 291-5019. We THANK YOU for your business on this project!!

PREPARED BY: *Mike Marshall.*

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS AND ACCEPTANCE OF PROPOSALS FOR THE
WYOMING CITY HALL FIRST FLOOR INTERIOR RENOVATIONS PROJECT

WHEREAS:

1. Formal bids and proposals have been obtained on the below listed items related to the Wyoming City Hall First Floor Interior Renovations project.
2. The bids and proposals received have been reviewed and evaluated per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids and authorizes the contingency and not to exceed amounts for the below listed items as recommended in the attached staff report and summarized below.

| Item | Recommended Bidder | Base Bid Cost | Contingency | Not to Exceed Amount |
|--------------------------|---------------------------|---------------|-------------|----------------------|
| Furniture Procurement | Kentwood Office Furniture | \$416,236.58 | ~10% | \$450,000.00 |
| Building Finish Upgrades | Optimal Home Services LLC | \$138,983.48 | ~10% | \$150,000.00 |

2. The City Council accepts proposals and authorizes the contingency for the below listed items as recommended in the attached staff report and summarized below.

| Item | Recommended Proposer | Base Bid Cost | Contingency | Not to Exceed Amount |
|--|-------------------------------|---------------|-------------|----------------------|
| Interior Wall Demolition and Renovations | Vander Kodde Construction Co. | \$62,500.00 | ~10% | \$68,000.00 |
| Electrical and Data Networking | Terbeek & Scott Electric | \$15,027.00 | ~10% | \$17,000.00 |

3. The City Council authorizes the Mayor and City Clerk to sign the contracts after review and approved as to form by the City Attorney.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

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 March 18, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Reports
Contracts & Proposals

Resolution No. _____

Staff Report

Date: March 7, 2024
Subject: City Hall First Floor Interior Renovations Project
From: Troy Rinks, Facilities Foreman
Meeting Date: March 18, 2024

RECOMMENDATION:

It is recommended that the City Council award multiple vendors for work as listed below, for the first floor City Hall Interior Renovations Project:

- Award the Furniture Procurement Bid to the low bidder, Kentwood Office Furniture, in the amount of \$416,236.58 plus approximately 10% in contingency, for a not to exceed amount of \$450,000.00.
- Award the Building Finish Upgrades Bid to the low bidder, Optimal Home Services LLC, in the amount of \$138,983.48, plus approximately 10% in contingency, for a not to exceed amount of \$150,000.00.
- Accept the lowest proposal to perform select interior wall demolition and renovations from Vander Kodde Construction Co. in the amount of \$62,500.00 plus approximately 10% in contingency, for a not to exceed amount of \$68,000.00.
- Accept the lowest proposal to perform select electrical work and data networking from Terbeek & Scott Electric in the amount of \$15,027.00 plus approximately 10% in contingency, for a not to exceed amount of \$17,000.00.

It is further recommended that the City Council authorize the Mayor and Clerk to enter into contracts with the listed parties.

COMMUNITY, SAFETY, STEWARDSHIP:

Existing department layouts, furniture, floor coverings, and paint in City Hall are original to the building that was constructed over 20 years ago. Renovating and updating these spaces enables accommodation of additional employees and is an important investment to provide a modern work environment, boosting morale, retention, and recruitment. Interior space redesigns will optimize existing space and incorporate technology such as sit-to-stand desks that will enhance workplace ergonomics. Additionally, carpet

replacement was recommended for replacement within the next two fiscal years by the 2021 asset management plan.

DISCUSSION:

As part of capital improvement planning, City Hall is undergoing a 3-year modernizing and improvement process starting this fiscal year due to carpet fading/wearing, difficulty in repairing/replacing office furniture, and fading of wall finishes (paint).

Phase 1 of this work includes the east side of City Hall (fiscal year 2024, with \$500,000 budgeted), phase 2 includes the west side of City Hall (fiscal year 2025, with \$315,000 budgeted), and phase 3 includes the second floor (fiscal year 2026, with \$500,000 budgeted).

This City Hall First Floor Interior Renovations project includes phases 1 and 2. It involves updating the furniture (desks and chairs) of all office and hallway areas; recarpeting and repainting all areas with these features, including the City Council chambers; renovating (demolishing and constructing several walls within) the Planning and IT areas to accommodate additional staffing and conference room needs; and performing electrical and data cabling to support the overall work.

The third phase, second floor work is not included as part of this overall project award. This third phase work will be completed as a separate project in fiscal year 2026.

On July 3, 2023, Studio SMC was awarded a contract by the City Council to meet with departments to identify needs, draft bid specifications for furniture procurement and building finish upgrades, review bid results and provide a recommendation.

Furniture Procurement Bid

Studio SMC worked with City staff to prepare a bid specification for furniture procurement. The bid specification included replacement of all City desks, filing storage, chairs, conference room tables and other various furniture needs within each specific office area. It also included replacement of furniture in the hallway areas, but not furniture or desks in the Council chambers or West conference room.

Utilizing the City's E-bidder system, 29 prospective bidders downloaded the bid specification. On February 13, 2024, 4 bids were received. Results are provided on the attached tabulation.

After a review by Studio SMC, facilities staff, and the affected department staff, the vendor that best meets the city's needs is the low bidder, Kentwood Office Furniture. The bid specifications requested both a preferred option and value engineered option for each specific piece of furniture within each department. This approach offers the ability to award the bid to Kentwood Office Furniture for the higher preferred option price of \$416,236.58 yet will provide the flexibility to use the lower, value engineered furniture

prices as necessary. Additionally, staff intend to reuse and/or refinish existing newer furniture (such as file cabinets) as much as possible. Upon contract award by the City Council, staff and Studio SMC will work with individual departments to finalize specific needs prior to order placement. It is expected that some departments may have minor changes to the originally proposed furniture layouts as these needs are finalized; therefore, a low bid award to Kentwood Office Furniture in the amount of \$416,236.58, plus an approximate 10% contingency for a total amount not to exceed \$450,000.00 is recommended.

A furniture procurement recommendation letter from Studio SMC is included with this staff report.

Building Finish Upgrades

Studio SMC also worked with City staff to prepare a bid specification for building finish upgrades. The bid specification included replacement of all carpeted areas on the first floor with new carpet, and repainting of all painted wall and ceiling surfaces.

Utilizing the City's E-bidder system, 37 prospective bidders downloaded the bid specification. On February 13, 2024, 6 bids were received. Results are provided on the attached tabulation.

The lowest qualifying bid was received from Optimal Home Services LLC for \$138,983.48. It is recommended that City Council award the Building Finish Upgrades Bid to Optimal Home Services LLC for the amount of \$138,983.48, plus an approximate 10% contingency, for an amount not to exceed \$150,000.00.

A building finish upgrade recommendation letter from Studio SMC is included with this staff report.

Interior Wall Demolition and Renovations

The Community and Economic Development Department has experienced a staffing growth and need for increased conference room space. This department adjoins the Information Technology Department, which has a surplus of space.

In November of 2023, Facilities staff worked with The Architectural Group (T.A.G.) to provide schematic designs for interior renovations to these areas, which include the addition of 2 conference rooms and removal of unnecessary walls, creating additional usable space. These schematic designs were used to solicit proposals from 4 local contractors. One contractor was non-responsive after agreeing to submit a proposal, and one contractor turned down the proposal request due to scheduling constraints. Two contractors submitted proposals and are as follows:

| | |
|-------------------------------|-------------|
| Vander Kodde Construction Co. | \$62,500.00 |
| Quest Design Build | \$86,957.00 |

After reviewing the results, it is recommended that the City Council award the work to Vander Kodde Construction Co. for \$62,500.00 plus an approximate 10% contingency for a not to exceed amount of \$68,000.00.

Electrical Work and Data Networking

Concurrent with the interior wall demolition, renovation work and furniture installations, additional electrical and data networking work is necessary. A specification for this work was developed and sent to 3 qualified local electrical contractors with a history of performing work for the City. All 3 contractors submitted a proposal and are as follows:

| | |
|--------------------------|-------------|
| Terbeek & Scott Electric | \$15,027.00 |
| Lumen Electric Inc. | \$16,086.00 |
| Elders Electric | \$14,000.00 |

Elders Electric did not include an option for data/networking

After reviewing the results, it is recommended that the City Council award the electrical and data/networking portion of the City Hall First Floor Interior Renovations work to Terbeek & Scott Electric, for the amount of \$15,027.00, plus an approximate 10% contingency, for an amount not to exceed \$17,000.00.

BUDGET IMPACT:

This project is a multi-year project, with phases 1 and 2 covering fiscal years 2024 and 2025, at a total budgeted amount of \$815,000. The cost of work included in this staff report, including contingencies, totals \$685,000. Adequate funds exist in the Capital Projects Revolving Fund, Account #800-000-57300-975.000.

ATTACHMENTS:

Bid Results – Furniture Procurement
Bid Results – Building Finish Upgrades
Award Recommendation Letters from Studio SMC
Contracts



TABULATION OF BIDS

BIDS FOR FURNITURE PROCUREMENT FOR CITY HALL INTERIOR SPACE

REMODEL (BID #2156)

**OPENED BY THE CITY CLERK ON FEBRUARY 13, 2024 AT 11:00 AM
O'CLOCK**

Furniture Dealers

Option 1 - Preferred

| | Phase 1 | Phase 2 | Total |
|-----------------------|--------------|--------------|--------------|
| Hon - Kentwood | \$204,447.16 | \$211,789.42 | \$416,236.58 |
| Trellis - MillerKnoll | \$224,127.99 | \$220,118.79 | \$444,684.98 |
| Hayworth - Interphase | \$262,287.14 | \$231,450.81 | \$493,737.95 |
| Hon - Staples | \$264,246.53 | \$271,360.50 | \$535,606.58 |

Option 2 - VE

| | Phase 1 | Phase 2 | Total |
|-----------------------|---------------------------|--------------|--------------|
| Hon - Kentwood | \$181,930.13 | \$198,785.15 | \$380,715.28 |
| Trellis - MillerKnoll | \$188,577.70 | \$194,311.96 | \$383,327.86 |
| Hayworth - Interphase | \$243,494.87 | \$223,535.30 | \$467,030.17 |
| Hon - Staples | only submitted one option | | |



TABULATION OF BIDS

BIDS FOR BUILDING FINISH UPGRADES FOR CITY HALL INTERIOR SPACE REMODEL (BID #2157)
 OPENED BY THE CITY CLERK ON FEBRUARY 13, 2024 AT 11:00 AM O'CLOCK

Contractors

| | Phase 1 | Phase 2 | Total | Included Option 2 | Option 2 Price | Grand Total |
|-------------------------------------|--------------|--------------|--------------|-------------------|----------------|--------------|
| Do It All Painting LLC. | \$15,309.00 | \$26,176.50 | \$41,485.50 | FALSE | | |
| Optimal Home Services LLC | \$47,586.87 | \$84,953.43 | \$132,540.30 | TRUE | \$6,443.18 | \$138,983.48 |
| Quest Design Build LLC | \$77,680.00 | \$134,707.00 | \$212,387.00 | TRUE | \$15,711.00 | \$228,098.00 |
| JKB Construction INC. | \$107,824.20 | \$174,507.30 | \$282,331.50 | FALSE | | |
| C70 Builders INC. | \$115,359.00 | \$176,865.00 | \$292,224.00 | TRUE | \$18,501.00 | \$310,725.00 |
| Rivertown Painting and Construction | \$109,705.40 | \$201,635.00 | \$311,340.40 | TRUE | 38,655.00 | \$349,995.40 |

IV. "ATTACHMENT C"

BID/PROPOSAL FORM

Bid/Proposal for Furniture Procurement | City Hall Interior Space

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

| | | |
|---------------------------------|--------------------------|-------------------------------------|
| Is the bidder a: | <u>YES</u> | <u>NO</u> |
| Section 3 Certified Contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, DUNS #: _____ | | |

| | | |
|--|--------------------------|-------------------------------------|
| Are you, or the business owner related to an elected official or employee of the City? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, list individuals' name(s) and relationship(s): | | |

Unless the specifications otherwise state, the following is provided for statistical purposes only.

| | | |
|-------------------------|--------------------------|-------------------------------------|
| Is the bidder a: | <u>YES</u> | <u>NO</u> |
| Woman Owned Company? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Minority Owned Company? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Kentwood Office Furniture, Inc.

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Kristin Vesely, Vice President of Sales

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: _____

3063 Breton Rd SE

[Proponent's street address]

[Proponent's business phone]

Grand Rapids, MI 49512

[City]

[State]

[Zip]

224.213.6906

[Cell phone number(s) of person(s) signing for proponent]

KristinVesely@KentwoodOffice.com

[E-mail address(s) of person(s) signing for proponent]

Corporation, Michigan

[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



V. "ATTACHMENT D"

PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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: Kentwood Office Furniture, Inc.
A [Name of contracting entity]
Corporation, Michigan
[State and type of entity, e.g., corporation, limited liability company, etc.]
3063 Breton Rd SE
[Contractor's street address]
Grand Rapids, MI 49512
[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: February 13, 2024

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

None

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

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

Contractor: Kentwood Office Furniture, Inc.

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

Kristin Vesely, Vice President of Sales

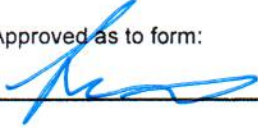
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 02/13, 2024

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:





The City of Wyoming

1155 28th St SW

Wyoming, MI 49509

6 March 2024

To whom it may concern,

I am writing on behalf of Studio SMC to formally endorse Kentwood Office Furniture for the furniture contract for the City of Wyoming City Hall renovations. Their proposal was thorough and meticulous. Kentwood Office Furniture provided references that left a favorable impression regarding the company, its products, and services.

After discussing the proposals with department heads, we are confident that Kentwood Furniture can fulfill all our requirements. In light of feedback from the departments, we recommend including a contingency to accommodate minor design adjustments that have arisen during the review of the furniture proposals.

Sincerely,

Anna Wolford
Senior Project Designer
Studio SMC

IV. "ATTACHMENT C"

BID/PROPOSAL FORM

Bid/Proposal for Building Finishes Upgrades | City Hall Interior Space

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

| | | |
|---------------------------------|--------------------------|-------------------------------------|
| Is the bidder a: | <u>YES</u> | <u>NO</u> |
| Section 3 Certified Contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, DUNS #: _____ | | |

| | | |
|--|--------------------------|-------------------------------------|
| Are you, or the business owner related to an elected official or employee of the City? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If yes, list individuals' name(s) and relationship(s): | | |

Unless the specifications otherwise state, the following is provided for statistical purposes only.

| | | |
|-------------------------|--------------------------|-------------------------------------|
| Is the bidder a: | <u>YES</u> | <u>NO</u> |
| Woman Owned Company? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Minority Owned Company? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

OPTIMAL HOME SERVICES LLC

Bid/Proposal Form Continued

OPTIMAL HOME SERVICES LLC

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]

[2nd signature for proponent]

Justin M. Hoan Owner

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 2/12/24

9222 E CD Ave

[Proponent's street address]

[Proponent's business phone]

Richland

[City]

MI

[State]

49083

[Zip]

(269) 719-7768

[Cell phone number(s) of person(s) signing for proponent]

OPTimal Conception@gmail.com

[E-mail address(s) of person(s) signing for proponent]

Limited Liability Company

[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



V. "ATTACHMENT D"
PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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:

OPTIMAL HOME SERVICES
[Name of contracting entity]
A MICHIGAN LIMITED LIABILITY COMPANY
[State and type of entity, e.g., corporation, limited liability company, etc.]
9222 E CD AVE
[Contractor's street address]
RICHLAND MI 49083
[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: February 12th, 2024

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

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

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

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

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

City of Wyoming

Contractor: SUSTIN M. MOON
OPTIMAL HOME SERVICES

By: _____
Kent Vanderwood, Mayor

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

Justin Milhoan

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

Date signed: February 12th, 2024

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:





The City of Wyoming

1155 28th St SW

Wyoming, MI 49509

6 March 2024

To whom it may concern,

On behalf of Studio SMC, I would like to formally express our endorsement of Optimal Home Services LLC for the building finishes upgrades associated with the City of Wyoming City Hall renovations. Their submitted proposal was comprehensive and fulfilled all the stipulated requirements.

Optimal Home Services LLC has garnered positive reviews, leading us to believe that they are well-equipped to execute the assigned work seamlessly. We have confidence in their ability to complete the project without encountering any significant issues.

Sincerely,

Anna Wolford
Senior Project Designer
Studio SMC

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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: Vander Kodde Construction Company
(Name of contracting entity)
A Michigan corporation
(State and type of entity, e.g., corporation, limited liability company, etc.)
441 44th St SW
(Contractor's street address)
Grand Rapids, MI 49548
(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: March 19, 2024. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Contractor: Vander Kodde Construction Company

By: _____
(Signature of officer, director, or principal of Contractor)
Kyle VanderKodde - President
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: March 6, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

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

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

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

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

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

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

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

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

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

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

March 4, 2024

City of Wyoming
1155 28th St SW
Wyoming, MI 49509

Attn: Troy Rinks

RE: **CITY HALL INTERIOR RENOVATION**
REVISED TO INCLUDE PRIMING AND GLASS DOORS

Thank you for the opportunity to quote this project, please see below for scope and pricing.

General Conditions

- Supervision and management
- Dumpsters
- Temporary protections
- Daily clean up
- Bond Fees

Demolition

- Remove doorway in room 141 and demo wall.
- Remove ceiling tiles in room 143 and room 139 and store.
- Demo walls and bulkhead in room 143.
- Demo wall between room 143 and 139.
- Remove existing storefront window system in room 137.
- Demo door and frame from storage room and save.
- Demo coat racks, bulkheads and walls at storage and coat rack areas.

Openings

- Install two (2) relocated HM frames, wood doors and hardware.
- Install three (3) new 3070 5 3/4" Hollow meal frames.
- Install three (3) new 3070 wood grain doors and hardware.
- Relocate storefront window system from room 137 into room 134A.
- Install two (2) Aluminum framed glass doors at room 134A and 133, reinstall existing hardware.
- Replace wood door at room 137 with full lite HM door with 1/4" glass, reinstall existing hardware.

Finishes

- Install 3 5/8" metal stud framing and drywall with 3.5" insulation for proposed wall in room 141.
- Build out 3 5/8" metal stud walls with 3.5" insulation for proposed rooms 134B and 136 to roof deck.
- Install new wood trim on 4 existing OH doors in maintenance shop.
- Install blocking for proposed TV in room 134B.
- Install new ceiling tile grid from closest mains from room 143 to room 139 new opening.
- Install ceiling tiles from stockpile.
- Install 3 5/8" metal stud wall and drywall with batt insulation for room 137.
- New 3 5/8" metal stud wall and drywall for room 134A.
- Provide and install USG #76975 ceiling tiles at reconfigured lighting locations.
- Patch and repair existing walls at proposed demo locations.

- All ceiling tiles and grid will be removed to the closest mains and reconfigured for new office layout.
- Prime all new drywall and repaired areas

Total Project Cost: \$62,500

Qualifications

- Only two (2) doors and frames will be able to be reused due to the door swings. This proposal includes three (3) new doors and frames.
- Assumes all walls that need to be demoed are non load bearing walls.
- MEP demo items to be removed or made safe by others prior to our work commencing.

Exclusions

- Temp Shoring
- Security system, rough-ins, outlets, or wiring
- Fire protection, electrical, mechanical
- Building permit fees
- Patching of exterior walls
- Painting
- Flooring
- Unforeseen conditions

Thanks again for the opportunity!

Submitted by,



Kyle Vander Kodde | VANDER KODDE CONSTRUCTION
616-901-0560 | kyle@vanderkodatdeconstruction.com

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN \$8,500)
(NO RFP)

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: TerBeek & Scott Electric Company
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3380 Fairlanes
[Contractor's street address]
Grandville, MI 49418
[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: March 19, 2024. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

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

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

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

None.

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

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Contractor: TerBeek & Scott Electric Company

By: David S. TerBeek
[Signature officer, director, or principal of Contractor]
David S TerBeek President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3/5, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

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

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

3. Grant Compliance. If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

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

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

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200>.

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

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

4. Qualifications. Contractor represents and promises that:

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

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not within the last 3-years been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or transaction with a governmental entity; (iii) have not within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

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

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

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

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

A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting for materials will not discriminate based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, familial status, mental or physical disability, genetic information, or other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance and other requirements regarding discrimination and inclusion, including, without limitation, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen civil rights act, Michigan's persons with disabilities civil rights act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973.

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

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

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

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

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

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

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

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

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

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

8. Payment to Contractor.

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

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

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

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

17. Risk Allocation.

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

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

18. Insurance.

A. Contractor shall provide the following insurance:

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

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

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

19. General Terms.

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

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

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

**EXHIBIT B
PROPOSAL**

TERBEEK AND SCOTT ELECTRIC

3380 Fairlanes • Grandville, MI 49418 • Phone 616.532.7216 • Fax 616.532.7237

March 4, 2024

City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

RE: Planning & Zoning

ATTN: Troy Rinks

*We are pleased to provide an estimate for electrical work at the above address.
Per the plans and specifications on drawings 2023-39A page A2 TAG dated 12-11-23
With the following exception: plans and specifications #3 because [Emergency and exit
lighting to remain as is unchanged]
FOR \$ 8,874.00*

Add for Data cabling :

*We will furnish and install 24- cat5e cables from faceplate to new 24 port patch panel
ADD OF \$ 6,153.00*

Thank you

Valid for 30 days

Accepted by: _____

Date: ____ / ____ / ____

TERBEEK AND SCOTT ELECTRIC COMPANY

David TerBeek
Michigan License # 61-01528

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

| Item | Recommended Bidder | Cost |
|--|----------------------------|--------------|
| Pinery Park Post Tension Court Project | Katerberg Verhage, Inc. | \$473,200.00 |
| Network Servers and Cables | People Driven Technologies | \$104,430.00 |

2. The City Council authorizes 5% contingency for the Pinery Park Post Tension Court project.
3. The City Council authorizes the Mayor and City Clerk to sign the contracts.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

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 March 18, 2024.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: February 26, 2024

Subject: Pinery Park Post Tension Court Project Bid Award

From: Krashawn Martin, Director of Parks and Recreation
Tim Montgomery, Parks Maintenance Foreman

Meeting Date: March 18, 2024

RECOMMENDATION:

It is recommended City Council authorize the purchase and construction of a post tension athletic court complex from Katerberg Verhage, Inc., including voluntary alternates for player benches and additional fence gates in the amount of \$473,200.00 with a 5% contingency for a total estimated amount of \$496,860.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming Parks and Recreation Department is committed to providing park, leisure and recreational opportunities that improve the lives of Wyoming residents. Quality parks and recreational programs directly impact property values, community aesthetics and the economic vitality of the city.

Recreational courts within the City of Wyoming parks system provide opportunities for wellness, exercise, and community through play. The courts are positive amenities to the park creating a safe and attractive public space. Well maintained parks create safe spaces for recreation, reducing and preventing participant injury. They also have a positive direct impact on property values.

DISCUSSION:

On February 20, 2024, the City received three bids for the Pinery Park Post Tension Athletic Courts project. Forty (40) invitations to bid were sent to and/or downloaded by prospective bidders. Parks and Recreation staff evaluated each bid based on the understanding of the project, detail specifications provided, and references. After reviewing the bids, Bultsma Construction and Katerberg Verhage were both found to have competitive pricing. However, Bultsma's failed to meet the specification requirements by not including detailed plans for items required in the proposal. Katerberg Verhage met all the specifications providing project details, design plans, construction drawings, and complimentary references and has satisfactorily completed several park development projects over the years including the most recent Gezon Park redevelopment.

The completed project will include eight (8) pickleball courts and one full basketball court.

It is recommended the City Council award the bid for the Pinery Park post tension court project to Katerberg Verhage, including voluntary alternates for aluminum player benches and additional fence gates, in the amount of \$473,200.00 with a 5% contingency for a total estimated amount of \$496,860.00.

BUDGET IMPACT:

Funds for this project are budgeted in account number 208-752-75600-975.113.

TABULATION SHEET:

| | | | | | |
|--------------------------|----------------------------|----------------------|-----------------------|--|--------------|
| Bultsma Construction Co. | Total project cost: | \$ 448,100.00 | Voluntary Alternates: | Place 12" wide concrete ribbon around exterior | \$ 16,491.00 |
| | | | | 24" sand subbase in lieu of 12" subbase under concrete | \$ 15,395.00 |
| | | | | Install sleeve foundations for nets | \$ 4,540.00 |
| | | | | | |
| Katerberg Verhage | Total project cost: | \$ 465,000.00 | Voluntary Alternates: | 8' aluminum player benches | \$ 1,200.00 |
| | | | | Trash receptacles (price per) | \$ 1,350.00 |
| | | | | Additional fence gates (4) | \$ 7,000.00 |
| | | | | | |
| PCC Sports | Total project cost: | \$ 743,058.00 | Voluntary Alternates: | 10 year warranty on new post tension concrete slab | \$ 29,850.00 |
| | | | | 6' chain link fence between pickleball courts | \$ 3,720.00 |

Attachment:
Contract

CITY OF
Wyoming
MICHIGAN

PINERY PARK POST TENSION ATHLETIC COURT PROJECT CONTRACT
CITY OF WYOMING, MICHIGAN

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:

Katerberg VerHage Inc.
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3717 Michigan St NE
[Contractor's street address]
Grand Rapids MI 49525
[Contractor's city, state & zip]

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

Effective Date means: _____, 202_.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

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

TERMS AND CONDITIONS

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

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

None

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

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

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

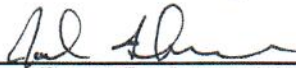
By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 20__

Approved as to form:



Contractor: Katerberg VerHage Inc

By: 
[Signature officer, director, or principal of Contractor]
Joel Franken Project Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3/6, 2024

STAFF REPORT

Date: March 7, 2024
Subject: Recommendation to Authorize Purchase of Network Servers
From: Todd Curran, IT Supervisor
Meeting Date: May 15, 2023

RECOMMENDATION:

It is recommended that the City Council authorize acceptance of a quote for the purchase of 5 network servers and cables in the amount of \$104,430.00 from People Driven Technologies.

COMMUNITY, SAFETY, STEWARDSHIP:

The requested servers enhance the cyber security posture of our public wastewater utility. These new servers will help to ensure the safety and security of the SCADA environment as part of our broader "Zero Trust" cyber security initiative. This investment also shows good stewardship of our resources by ensuring the wastewater system is available and safe for the communities we serve.

DISCUSSION:

As part of our commitment to cyber security, two of the new servers shown below as Dell Server Config 1, for the Clean Water Plant SCADA environment will be installed during our SCADA system upgrade. These new servers will allow us to better align the City's cyber security posture with the industry recommended best practices from both the Federal Government and the AWWA by creating additional physical separation of the SCADA environment from the City Network.

Three servers shown below as Dell Server Config 2, will replace existing servers hosting the City network virtual environment at the Water Treatment Plant and Clean Water Plant, they have reached the end of their planned service life. Staff recommends replacement of the three servers to maintain performance, functionality and stability.

The Information Technology Department has received 4 bids for the Dell Servers. 31 invitations to bid were sent to and/or downloaded. The low bidder is People Driven Technology.

| | Dell Server Config 1 per server | Dell Server Config 2 per server | Dell 5-year warranty uplift per server | DAC Cable 3M for Dell Server | DAC Cable 10M for Dell Server |
|--|---------------------------------------|---------------------------------------|---|------------------------------------|-------------------------------------|
| People Driven Technologies | \$ 18,478.00 | \$ 22,338.00 | included in server cost | \$ 32.00 | \$ 67.00 |
| VDA Labs | \$ 19,816.59 | \$ 30,710.30 | \$ 1,800.00 | \$ 179.00 | \$ 229.00 |
| Sehi Computer Products | \$ 19,620.14 | \$ 27,081.58 | included in server cost | \$ - | \$ - |
| Allied Universal Technology Services | \$ 39,843.00 | \$ 65,836.00 | included in server cost | \$ 37.00 | \$ 87.00 |

Installation of the new items will be performed by City Staff.

BUDGET IMPACT:

Adequate funding was planned in the fiscal 2024 budget:

CWP – 590-590-54300-740.000 (Sewer Fund-Wastewater Utility-Treatment-Operating Supplies)
590-590-54400-986.444 (Sewer Fund-Wastewater Utility-Capital Outlay-Plant Expansion
Phase 2)

WTP - 591-591-55300-740.200 (Water Fund-Water Utility-Pumping and Treatment-Operating
Supplies Computer Equipment)

CITY OF
Wyoming
MICHIGAN

SERVERS
CITY PURCHASING CONTRACT
CITY OF WYOMING, MICHIGAN

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

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

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

Effective Date means: _____, 202_.

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

"Proposal" means the Supplier's bid/proposal attached as Exhibit B.

RFP means the Request for Bids/Proposals attached as Exhibit A.

Standard Terms means "City Contract Standard Terms and Conditions" portion of the RFP, including the Risk Allocation and Insurance Provisions.

TERMS AND CONDITIONS

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

1. Contractor will supply the Items as detailed in the RFP and Proposal.
2. City will pay the Contractor in accordance with the RFP and Proposal.
3. Contractor represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Contractor is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

Standard Terms Sections 3-Grant Compliance, 10.G-Removal and Disposing of Materials, 11-Restoration, and 12-Access to Work do not apply this Contract,

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

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

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: _____

Contractor: People Driven Technology

By: _____
[Signature of officer, director, or principal of Contractor]
Joe Zanchetta, Area VP
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 3-7, 2024

ORDINANCE NO. 3-24

ORDINANCE TO AMEND CHAPTER 10, ARTICLE VII OF THE CODE OF
ORDINANCES INCORPORATING AMENDMENTS TO THE INTERNATIONAL
PROPERTY MAINTENANCE CODE

THE CITY OF WYOMING ORDAINS:

Section 1. That Chapter 10, Article VII, of the Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

ARTICLE VII. PROPERTY MAINTENANCE CODE

Sec. 10-176. Adoption of code.

The International Property Maintenance Code/2021 as published by the International Code Council, Inc., is adopted by reference as modified in this article for the purposes of protecting the public health, safety and welfare in all existing structures, residential and nonresidential, and on all existing premises by establishing minimum maintenance standards for all structures and occupants of all structures; and providing for administration, enforcement and penalties. The International Property Maintenance Code 2021 together with the provisions of this ordinance shall be known as the Wyoming Property Maintenance Code and may be cited as the "WPMC."

Sec. 10-177. References in code.

References in the International Property Maintenance Code/2021 to "name of jurisdiction" shall mean the City of Wyoming.

Sec. 10-178. Availability of code.

Complete copies of the code are available at the office of the city clerk for inspection and distribution to the public.

Sec. 10-179. Changes in code.

The following designated sections and subsections of the International Property Maintenance Code 2021 are amended as provided in this section and additional sections and subsections are added to the International Property Maintenance Codes 2021 as provided in this section. Section numbers used in this section shall refer to the like numbered sections in the International Property Maintenance Code/2021.

(1) Section 101 is amended to read as follows:

**SECTION 101
SCOPE AND GENERAL REQUIREMENTS**

Sec. 101.1 Title. These regulations shall be known as the Wyoming Property Maintenance Code and will be referred to as "WPMC."

Sec. 101.2 – Scope. The provisions of the WPMC shall apply to all existing residential and nonresidential structures and all existing premises. They are minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

Sec. 101.3 - Purpose. The purpose of the WPMC is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required in the WPMC.

Sec. 101.4 – Severability. Each provision of the WPMC is severable, and the invalidity of any WPMC provision shall not affect the validity of any other WPMC provision.

(2) Section 102.3 is amended to read as follows:

Sec. 102.3 – Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall comply with the procedures and provisions of the construction codes of the state of Michigan, including the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Electrical Code, Michigan Mechanical Code, and Michigan Plumbing Code and with the provisions of Chapter 34 of the Code of Ordinances, City of Wyoming, Michigan, adopting by reference and with amendments a fire code. Nothing in the WPMC shall be construed to invalidate, nullify, or modify any provision of the Wyoming Zoning Ordinance or Form Based Code in Chapter 90 of the Code of Ordinances, City of Wyoming, Michigan.

(3) Section 102.6 is deleted.

(4) Section 103 is amended to read as follows:

SECTION 103 WPMC ENFORCEMENT AND RENTAL REGISTRATION

Sec. 103.1 – Enforcement Agency. The city manager shall designate the department to enforce the WPMC. While the city manager has currently designated the Department of Community and Economic Development and delegated to that department WPMC enforcement authority and duties, the city manager may, as part of any reorganization or reassignment, designate and delegate to a different department enforcement of the WPMC.

Sec. 103.2 – Code official. The director of the department which the city manager has designated to enforce the WPMC shall appoint the code official. The code official may or may not be the registered building official that the city is required to employ to enforce the state construction code. Where the WPMC requires involvement of the registered building official, the WPMC specifically so provides.

Sec. 103.3 – Deputies. The director of the department which the city manager has designated to enforce the WPMC shall appoint any deputies to the code official and/or assign other departmental personnel to assist the code official in performance of the code official's duties under the WPMC.

Sec. 103.4 – Rental Registration and Inspection. No person shall rent, lease, or offer for rent or lease any residential unit or residential property without first registering that unit or property with the City. However, the requirement of this subsection 103.4 shall not apply to rental units owned and by the Wyoming Housing Commission that are annually inspected under a program required by the United States Department of Housing and Urban Development provided copies of those reports are filed with the code official. Those Wyoming Housing Commission units must nevertheless comply with the WPMC.

(a) A residential unit or property may be registered and rented, leased, or offered for rent or lease only if it is registered as provided in this section and only if it and its owner(s) and manager(s) comply with this section.

(1) To obtain the required registration an application signed by the owner on a form provided by the City that meets the following requirements must be filed with the code official. The application must:

(A) List the names, addresses, telephone numbers, cell numbers, e-mail addresses and other contact information for all owner(s) and manager(s), including afterhours contact information in case of an emergency or other urgent matter.

(B) Include the addresses and tax parcel numbers for the units to be rented, leased, or offered for rent or lease.

(C) State the number of buildings and units in each building for which registration is sought, including the types units and the expected numbers of occupants of each unit.

(D) If known, whether any of the buildings or units were previously rented, leased, or offered for rent or lease by either the current or a previous owner.

(E) Other information reasonably requested by the City to ascertain compliance with this section and other applicable laws, rules, regulations, and ordinances. The application may also seek other information to be voluntarily provided that the City will use for statistical purposes only and not for deciding whether to issue a registration. If the application requests that information.

(F) An attestation by the applicant that the information is true, accurate, and complete and consent for inspection(s) of each rental unit as provided in this section.

(2) The applicant has paid all related fees in the amounts established by a fee schedule as adopted by the City Council. The fees shall be a debt to the City that, to the extent not prohibited by law may be assessed as a lien against the property until paid.

(3) All conditions of any premises to be registered comply with all applicable provisions of the WPMC, the other codes listed in section 102.3, and other applicable laws, rules, regulations, and ordinances, unless a variance or waiver is applicable as provided in the WPMC or other applicable code or law.

(c) Registration, when approved by the City, shall have the following terms:

(1) A registration for properties with 4 or more units shall be in effect for 2 years from the date of issue unless revoked or suspended. However, if during an inspection or over the previous 2 years, any of the following violations are found in 2 or more buildings or in 10% or more of the rental units, the registration shall have a 1-year term.

(A) Smoke or carbon monoxide detector violations.

(B) Work for which a permit was required was undertaken or completed without a permit.

(C) There are electrical hazards, mechanical hazards, or structural hazards in the premises.

(D) Appliances are not working, malfunctioning, or in a hazardous condition.

(E) Plumbing fixtures are broken, plumbing is not draining correctly, there are leaks affecting walls, floors, or ceilings, including any coverings of them, or affecting the sanitation of the premises.

(F) HVAC systems are malfunctioning, not working, or in a hazardous condition.

(G) There is more than one broken window or more than one window is missing glazing.

(H) There is peeling paint in more than 25% of the building or unit.

(I) There is loose or damaged siding, fascia, or soffit materials on the house or garage except for reasonable wear and minor maintenance concerns.

(J) Damage or wear on exterior doors on the house or garage prevent the door from opening and/or closing, locking, or operating as designed or where more than 25% of the exterior surface area is dented, peeling or otherwise in disrepair.

(K) Damaged or excessively worn roof/shingles.

(2) A registration for properties with fewer than 4 units shall be in effect for 4 years from the date of issue unless revoked or suspended. However, if during any inspection or during the previous 2 years, any of the following violations are found, the registration shall have a 2-year term.

- (A) Smoke or carbon monoxide detector violations.
- (B) Work for which a permit was required was undertaken or completed without a permit.
- (C) There are electrical hazards, mechanical hazards, or structural hazards in the premises.
- (D) Appliances are not working, malfunctioning, or in a hazardous condition.
- (E) Plumbing fixtures are broken, plumbing is not draining correctly, there are leaks affecting walls, floors, or ceilings, including any coverings of them, or affecting the sanitation of the premises.
- (F) HVAC systems are malfunctioning, not working, or in a hazardous condition.
- (G) There is more than one broken window or more than one window is missing glazing.
- (H) There is peeling paint in more than 25% of the building or unit.
- (I) There is loose or damaged siding, fascia, or soffit materials on the house or garage except for reasonable wear and minor maintenance concerns.
- (J) Damage or wear on exterior doors on the house or garage prevent the door from opening and/or closing, locking, or operating as designed or where more than 25% of the exterior surface area is dented, peeling or otherwise in disrepair.
- (K) Damaged or excessively worn roof/shingles.

(3) A registration for a manufactured home in a community shall be in effect for a term defined by the Michigan Mobile Home Commission unless revoked or suspended. An inspection for a manufactured home in a mobile home community shall be limited to a safety inspection as defined in the Michigan Mobile Home Commission Act.

- (d) After receiving a rental registration application, the code official shall first:
 - (1) Review the application to ensure it is complete and includes all required information, materials, and fees.
 - (2) Review city records to determine if the premises for which the application has been made have been previously registered for residential rental and, if so, what, if any code enforcement history there is for that premises.
 - (3) Contact the city treasurer to ensure property taxes and city utility bills are current for the property.
 - (4) Review any building code permits, enforcement records, inspection records and other information applicable to the property.
- (e) After assembling the information available under subsection (d), the code official shall arrange for an inspection of the property to be registered for compliance with the WPMC, fire codes, and other applicable laws, rules, regulations, and ordinances, including those referred to in section 102.3. No registration shall be issued for any premises with conditions that violate those legal requirements.
 - (1) The code official may require reinspection of the premises to verify conditions have been corrected.
 - (2) Alternatively, if the corrective actions can be reasonably verified by submission of photos or videos demonstrating they have been corrected, the code official can accept photos or videos submitted by the applicant, the applicant's contractor, the applicant's architect or engineer, the applicant's attorney, or another person on the applicant's behalf.

(f) Unless the information assembled under subsections (d) and (e) indicates the rental registration application should be denied under the following criteria for denial, the code official shall issue the rental registration application. Criteria for denying an initial rental registration application or an application for renewal of a rental registration include any one or more of the following:

(1) The owner of the property, an officer of the property owner, a director or member of the property owner, or any person owning a 10% or more interest in the property owner is in default to the city, including, without limitation, (i) failing to timely pay any property taxes, utility bills, fees, or other amounts due the city related to any property or activities, (ii) being in breach of any contract with the city, or (iii) failing to pay any fine, penalty, or other amount due for violation of any city ordinance.

(2) There are unpaid property taxes, utility bills, fees, or other amounts due the city related to the property that is the subject of the application.

(3) The property that is the subject of the application does not comply with the WPMC, fire codes, and other applicable laws, rules, regulations, and ordinances, including those referred to in section 102.3.

(4) The code official reasonably determines that the owner(s), manager(s), or any of their respective officers, directors, members, or employees:

(A) Has, within the past ten years, failed to deal with patrons, tenants, or governmental officials in a fair, honest and open manner;

(B) Has, within the past ten years, engaged in intentional, reckless, or grossly negligent acts that injured persons, significantly damaged property of others, or damaged the environment or natural resources;

(C) Has, within the past ten years, violated any provision of the WPMC, fire codes, and other applicable laws, rules, regulations, and ordinances, including those referred to in section 102.3, and such violations were not corrected prior to issuance of citations or other actions to initiate judicial action; or

(D) Has, within the past ten years, been closely affiliated with a person who meets any of the criteria in subparagraphs (A) through (C).

(5) The application includes false or misleading information.

(6) Within any 60-day period in the 5 years preceding the date the application was filed law enforcement personnel, code official, registered building official, or other city officers received 2 or more substantiated reports of any of the following on any property owned or managed by the owner or manager or by any of their respective officers, directors, members, or employees. If the applicant can demonstrate that actions were promptly taken to address the circumstances, that they cooperated with city personnel, and that similar incidents are unlikely to occur on the property that is the subject of the application, registration may still be issued:

(A) Assault or attempted assault;

(B) Criminal sexual conduct or attempted criminal sexual conduct;

(C) A fight;

(D) The sale or attempted sale of controlled substances, an intent to sell controlled substances, or possession of a quantity of controlled substances sufficient to indicate an intent to sell controlled substances;

(E) Unlawful discharge of a firearm;

(F) Prostitution;

(G) Human trafficking;

- (H) Disturbances of the peace;
- (I) Gang activity;
- (J) Excessive littering or a failure to maintain in appropriate containers and/or periodically remove from the premises as needed all refuse and trash; or
- (K) Harassment of any tenant by another tenant.

(7) Any grounds for revocation or suspension of a registration that is not listed in this subsection (f).

(g) If the code official determines to deny issuance of a registration or renewal of a registration, the code official shall notify the applicant in writing that clearly details the reasons for the denial, lists any conditions to be met to enable issuance of the registration, and explains how the denial can be appealed.

(h) The code official, after consultation with the city attorney, may suspend or revoke a rental registration, if the code official reasonably determines that any one or more of the following have occurred:

(1) Any of the grounds for denial of a registration or renewal of a registration as detailed in subsection (f) exist.

(2) Based on inspection(s) of the registered premises the code official, after consultation with the city attorney, concludes one or more of the following:

(A) Any building or unit within a building that is part of the registered premises or any equipment within a building or unit within a building that is part of the registered premises is unsafe under section 111 of the WPMC. This shall not be cause for revocation or suspension of a rental registration permit if it is due to one or more of the following:

(i) A recent fire, explosion, storm, strike by a motor vehicle, malicious vandalism, or other cause beyond the foreseeable reasonable control of the owner(s) or manager(s) and the owner(s) or manager(s) have taken reasonable actions to secure the premises, relocate affected tenants, and protect others from risk due to any further damage to or deterioration of the premises, provided actions are also promptly undertaken to restore or demolish the damaged premises.

(ii) The failure of a furnace, air conditioning unit, exhaust fan, boiler, or other equipment that the owner(s) and/or manager(s) are promptly addressing provided measures are also in place to provide temporary housing for affected tenants, if reasonably needed under existing weather and other conditions.

(B) Work requiring issuance of a permit and or inspections under any of the codes or other law referred to in section 102.3 was undertaken or completed without such a permit and/or required inspections.

(C) Conditions inside or outside any unit constitute a risk to the health, safety or welfare of any building occupant, worker inside or outside a building, or the general public.

(D) Any of the owner(s) or manager(s) engaged in misrepresentations or fraudulent actions with respect to any registered premises, the lease or occupancy of a registered premises, the conditions or any registered premises, compliance of the registered premises with the WPMC or another code referred to in section 102.3, the owner(s)' or manager(s) compliance with the WPMC or another code referred to in section 102.3, or other matter or fact relevant to the registration or the enforcement of the WPMC.

(E) There are repeated violations of the WPMC within any registered premises or there are failures to correct noted violations within 30 days after notice is given (or such longer time as may be provided in the notice).

(F) There is a nuisance on the registered property or any conditions of the registered property constitute a nuisance.

(i) If the code official determines to suspend or revoke a registration, the code official shall notify the applicant in writing that clearly details the reasons for the suspension or revocation, lists any conditions to be met to end the suspension or revocation, and explains how the suspension or revocation can be appealed.

(j) Appeals of any denial of a registration or renewal of a registration or of any suspension or revocation of a registration shall be as follows:

(1) All appeals must be in writing signed by the owner(s) of the subject property and stating the reasons why the denial, suspension, or revocation or any of the terms included in any denial, suspension, or revocation, are (i) improper or contrary to the provisions of this section, (ii) should be reversed or modified, and (iii) how any reversal or modification will meet the purposes of the WPMC and serve the interests of occupants of or worker on the subject premises and the public health, safety and welfare.

(2) All appeals must be filed with the director of the city department to which the code official is assigned within 21 days after the notice of denial, suspension or revocation is provided to the applicant or registrant.

(3) The filing of the appeal will stay the effective date of any suspension or revocation pending the decision on the appeal. The filing of an appeal challenging any denial of a renewal will stay any enforcement of any action resulting from an expired registration pending the decision on the appeal. The filing of an appeal of denial of issuance of a registration will maintain its non-issuance pending the outcome of the appeal.

(4) Appeal shall be to the Construction Board of Appeals established under Chapter 10, Article IX of the Code of Ordinances, City of Wyoming, Michigan or any replacement or successor to that board. A meeting shall be scheduled and a hearing held as soon as practicable after the appeal is filed.

(5) The Construction Board of Appeals may affirm the code official's action, reverse the code official's action, or modify the code official's action. In considering the matter, the Construction Board of Appeals shall adhere to the following:

(A) The Board may consider any information that is part of the record. The record shall include all (i) written, video, pictorial, or other information provided before or during the hearing, (ii) all statements made during the hearing, and (iii) all arguments or other information the Board allows to be submitted after the hearing.

(B) The appealing party will have the burden of proof and the burden of persuasion.

(C) The code official will first have an opportunity to explain the code official's findings and determination.

(D) The appealing party will then have an opportunity to explain the basis for the appeal and the relief sought.

(E) The Board need not comply with formal rules of evidence and procedure. It may consider objections and may preclude or limit information it deems irrelevant, immaterial, unduly repetitive or redundant, or otherwise unhelpful to the Board in reaching a decision.

(F) Board members may question any persons present at the hearing that the Board members reasonably believes may have information that is helpful to the Board's consideration, even if such persons have not spoken.

(G) There is no right of any party to interrogate or cross examine any other party. However, the Board may allow the parties to ask questions that may lead to clarification and/or resolution of the matter.

(H) If reasonably needed, the Board may seek guidance from the city attorney or other legal counsel designated by the city attorney.

(I) The Board shall make its determination using the following criteria:

(i) Were there violations of this section, the WPMC or another code referred to in section 102.3, or other matter or fact relevant to the registration or the enforcement of the WPMC?

(ii) Were the criteria for the denial, suspension, or revocation present?

(iii) Are there extenuating circumstances making the denial, suspension, or revocation unjust to the owner(s)?

(iv) Are or were any tenants adversely affected by the actions and/or conditions that resulted in the denial, suspension, or revocation?

(v) Is the denial, suspension, or revocation needed to ensure compliance with this section, the WPMC, or another code referred to in section 102.3?

(vi) Have the owner(s) and/or manager(s) offered another workable and acceptable means to ensure compliance, such as posting a performance bond or making a monetary deposit in an escrow to ensure compliance?

(vii) What is the best outcome (a) to ensure compliance, (b) fulfill the purposes of this section and the WPMC, (c) ensure the premises are safe, sanitary, sound, free of hazards, and (d) protect the interests of tenants, occupants, workers, contractors, and others?

(J) The Board shall render a written decision that states the reasons for the actions taken. The Board may obtain assistance from City staff in drafting and editing its decision and/or such outside professionals, such as attorneys as approved by the city attorney's office.

(K) The Board's decision is final unless overturned by a court of competent jurisdiction in an action filed within 21 days after the Board renders its written decision.

(k) The code official is authorized to enter, at any reasonable time, any structure or premises that is registered under this section, for which a rental registration application has been filed, or that is rented, leased, or offered for rent or lease to inspect it for compliance with this section and to perform other duties under this section and the WPMC.

(1) Inspections may be made at any time on individual or multiple units as a result of a complaint or if a condition is reasonably suspected that could affect the health or safety of any tenant or other occupant.

(2) Scheduled Inspections may occur based on a rental inspection schedule approved by the city manager.

(3) Inspections will be required before the issuance or renewal of any registration, before the termination of the suspension of any registration, and before the restoration of any registration after its revocation.

(l) Fees for registration, including rental inspection and re-inspection fees shall be periodically set by resolution of the City Council.

(1) The City shall notify the owner and manager of any fees that are unpaid when due. Notices shall be sent to the address(es) provided on the registration application and to the address listed on the property tax roll.

(2) Fees that are unpaid 30 days after the notice is sent shall accrue interest at the rate of 1.0% per month or part of a month that they remain unpaid. In addition, any fees that are unpaid 30 days after this notice may be added to the property tax bill for the property and collected in the same manner as property taxes.

(m) Registrations are nontransferable. Changes in ownership will require a new registration. A registrant must notify the code official of any change in the registrant's business address(s) and other information in the registration application within 15 days of the change(s). No person shall permit or allow, by lease or otherwise, another person to use or employ a registration issued under this section.

(n) A violation of this section is a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$500.00 for a second offense, and \$2,500.00 for any subsequent offense. In addition, the court may order compliance with this section and may order restitution be paid to any persons suffering harm or loss as a result of violation of this section. Each day that an offense occurs or continues is a separate offense. Violations of this section are also nuisances *per se* that may be abated and actions for abatement undertaken as provided in the Code of Ordinances, City of Wyoming, Michigan, or provided by applicable law, including without limitation, civil actions for equitable relief.

Sec. 103.5. – Vacant or abandoned structure.

(a) Except as otherwise provided in the WPMC, no person shall occupy or allow to be occupied any building that is posted by the City as an Abandoned Structure without first obtaining approval from the registered building official for occupancy.

(b) An Abandoned Structure may be occupied if:

(1) The property owner files an application for occupancy with the code official that states whether the property is to be an owner-occupied or rental property and any other pertinent data sought by the code official. If it is to be rental property, the application for occupancy must be accompanied by either a copy of a current rental registration as provided in section 103.4 or a completed application for rental registration and appropriate fees as provided in that section.

(2) All (i) related fees have been paid, (ii) utilities are connected and functioning, and (iii) conditions violating the WPMC or other codes or ordinances referred to in section 102.3 have been corrected to the extent those conditions render the premises unsanitary, unsafe, dangerous, or uninhabitable have been corrected.

(3) All violations on the premises for which the code official issued one or more notices are either corrected or the notices were reversed or modified by the Construction Board of Appeals. All violations for which citations were issued have been adjudicated or otherwise addressed and finalized by the court.

(5) Section 104 is amended to read as follows:

**SECTION 104
FEES**

Sec. 104.1 – Fees. Fees for activities and services performed by the code official or others carrying out responsibilities under the WPMC shall be as established by resolution of the City Council.

Sec. 104.2 – Refunds. The director of the department the city manager has designated to enforce the WPMC, may with the consent of the city manager, establish a refund policy.

(6) Section 105.7 is amended to read as follows (including deletion of subsection 105.7.1):

Sec. 105.7 – Liability. The code official, any other members of the City staff, members of the Construction Board of Appeals, or any other individuals designated by the City to perform duties or provided any services under the WPMC, shall while acting in good faith for or on behalf of the City shall have no personal liability for any act or omission within the scope of their respective office, employment, or duties. The City shall defend any claim or cause of action against any such individual arising from any such alleged act or omission and shall provide insurance coverage for such individuals for any such acts or omissions.

(7) Section 107 is amended to read as follows:

**SECTION 107
INTERPRETATIONS AND APPEALS**

Sec. 107.1 – Jurisdiction. The City’s Construction Board of Appeals established under Chapter 10, Article IX of the Code of Ordinances, City of Wyoming, Michigan or any replacement or successor to that board, shall have the exclusive jurisdiction to consider an appeal of any order, determination, interpretation, decision, or notice of violation issued by the code official. Except upon an order of the court, the Construction Board of Appeals shall not have any jurisdiction to consider any violation that is alleged in a municipal civil infraction citation. The Board shall not have authority to waive any WPMC provision or interpret the administration of the WPMC.

Sec. 107.2 – Appeals process. Appeals of an order, determination, interpretation, decision, or notice of violation (including deadlines imposed within the notice) issued by the code official be filed and processed as provided in this section.

(1) All appeals must be in writing signed by the owner(s) of the subject property and stating the reasons why true intent of the WPMC has been incorrectly interpreted or applied, why WPMC provisions do not apply to the situation or condition, or that an equivalent or better form of construction, maintenance, or repair is proposed. The appellant must demonstrate that the result sought in the appeal will meet the purposes of the WPMC and serve the interests of occupants of or worker on the subject premises and the public health, safety, and welfare.

(2) All appeals must be filed with the director of the city department to which the code official is assigned within 21 days after the notice of denial, suspension or revocation is provided to the applicant or registrant.

(3) The filing of the appeal will stay the effective date of deadlines in a notice being appealed pending the decision on the appeal.

(4) A meeting of the Construction Board of Appeals shall be scheduled and a hearing held as soon as practicable after the appeal is filed.

(5) The Construction Board of Appeals may affirm the code official’s action, reverse the code official’s action, or modify the code official’s action. In considering the matter, the Construction Board of Appeals shall adhere to the following:

(A) The Board may consider any information that is part of the record. The record shall include all (i) written, video, pictorial, or other information provided before or during the hearing, (ii) all statements made during the hearing, and (iii) all arguments or other information the Board allows to be submitted after the hearing.

(B) The appellant will have the burden of proof and the burden of persuasion.

(C) The code official will first have an opportunity to explain the code official’s findings, determination, interpretation, deadlines, or other matters under appeal.

(D) The appealing party will then have an opportunity to explain the basis for the appeal and the relief sought.

(E) The Board need not comply with formal rules of evidence and procedure. It may consider objections and may preclude or limit information it deems irrelevant, immaterial, unduly repetitive or redundant, or otherwise unhelpful to the Board in reaching a decision.

(F) Board members may question any persons present at the hearing that the Board members reasonably believes may have information that is helpful to the Board’s consideration, even if such persons have not spoken.

(G) There is no right of any party to interrogate or cross examine any other party. However, the Board may allow the parties to ask questions that may lead to clarification and/or resolution of the matter.

(H) If reasonably needed, the Board may seek guidance from the city attorney or other legal counsel designated by the city attorney.

(I) The Board shall make its determination using the following criteria:

(i) Was the code official's interpretation or determination consistent with a plain reading of the applicable WPMC provision? Are other WPMC provisions relevant to the situation? Was the code official's interpretation or determination consistent with any commentary or explanation provided by the International Code Council?

(ii) Are there provisions in other codes or law referred to in section 102.3 that may be relevant? If there are inconsistencies, can they be resolved by giving precedence to the codes approved by the state Construction Code Commission?

(iii) Were any deadlines or other conditions stated within the code official's notice reasonable under the totality of the circumstances?

(iv) Will the relief sought by the appellant comply with the WPMC and be consistent with its purposes? Will that relief adequately protect any affected tenants, occupants, workers, the public, and others?

(v) Are there alternatives offered that will ensure WPMC compliance and protect the interests of tenants, occupants, workers, contractors, and others, such as partial correction and providing a performance bond, letter or credit, or other financial assurance?

(v) What outcome is best (a) to ensure WPMC compliance, (b) fulfill the purposes of the WPMC, (c) ensure the premises are safe, sanitary, sound, free of hazards, etc., and (d) protect the interests of tenants, occupants, workers, contractors, and others?

(J) The Board shall render a written decision that states the reasons for the actions taken. The Board may obtain assistance from City staff in drafting and editing its decision and/or such outside professionals, such as attorneys as approved by the city attorney's office.

(K) The Board's decision is final unless overturned by a court of competent jurisdiction in an action filed within 21 days after the Board renders its written decision.

(8) Section 108 is deleted in its entirety.

(9) Section 109 is amended to read as follows:

SECTION 109 VIOLATIONS

Sec.109.1 – Civil Infraction. A violation of the WPMC is a municipal civil infraction punishable by a fine of \$250.00 for a first offense, \$500.00 for a second offense, and \$2,500.00 for any subsequent offense. Costs may be imposed in addition to any fine.

(a) In addition, the court may order compliance with the WPMC and may order restitution be paid to any persons suffering harm or loss as a result of violation of the WPMC.

(b) Each day that an offense occurs or continues is a separate offense.

(c) Violations of the WPMC are also nuisances *per se* that may be abated and actions for abatement undertaken as provided in the Code of Ordinances, City of Wyoming, Michigan, or provided by applicable law, including without limitation, civil actions for equitable relief.

Sec. 109.2 – Remedial action and payment. In addition to any remedy provided in section 109.1, the City may seek a court order authorizing the City to undertake or contract others to undertake actions to bring the subject property into compliance with the WPMC, to bill the property owner for any costs the City incurs in doing so, to add any of those costs that are incurred and not paid within 30 days of the City's invoice to the property owner to the

next City property tax bill for the property, to impose the amounts owed as a lien against the property, and to collect upon any such amounts in the same manner and with the same interests, penalties, administrative and collection fees and costs, as for real property taxes levied upon the property.

Sec. 109.3 – Notice of violation. When a code official determines that any condition(s) of or on any property violate the WPMC, the code official shall issue a written notice of violation to the property owner, the property manager, and/or another person designated by the property owner as the property owner’s agent. The notice shall:

- (a) Identify the property, including all buildings and units within each building in which violations were found.
- (b) State the date of the inspection, observation, or other circumstance during or as a result of which the code official determined there was a violation.
- (c) List the violations with specificity including
 - (1) A description of the offending condition(s);
 - (2) A description of the location(s) of those conditions; and
 - (3) Citation to the WPMC provision(s) violated.
- (d) State reasonable deadlines (not to exceed 90 days) for completing the corrective actions. Where the violations pose an imminent threat to the health, safety, welfare of occupants or others, the deadlines shall be as brief as reasonably feasible and, if warranted in the opinion of the registered building official after consulting with the director of the city department to which the registered building official is assigned, order that the premises be vacated and other immediate actions be taken until those conditions posing an imminent threat to the health, safety, welfare of occupants or others are rectified.
- (e) If the building or equipment is unsafe under section 111, provide all applicable information required by section 111.
- (f) Include information about the right to appeal and how to file an appeal.
- (g) Include a statement that uncorrected violations can be corrected by the City with the costs assessed to the property owner which will also be a lien on the property.
- (h) Be hand delivered to the property owner(s) and any property manager(s).
 - (1) If hand delivery is impractical because the property owner(s) and/or property manager(s) live outside a 5-mile radius from the City’s jurisdictional limits or are otherwise unavailable despite attempts at hand delivery, delivery may be made via FedEx, UPS, or another courier service that will verify delivery.
 - (2) If those methods fail or the owner(s) identity or address is unknown, the notice may be posted on the premises in a manner reasonably ascertained to ensure it will not be removed or rendered illegible by wind or other inclement weather. In such case, the notice shall also be posted on or accessible from the city’s website.

Sec. 109.4 – Citation. The code official or other authorized city personnel may issue one or more municipal civil infraction citations to any of owner(s) and/or manager(s) of the property for violations of the WPMC under any of the following circumstances:

- (a) One or more notices of violations were issued under section 109.3 and required corrections have not been made within the deadlines stated in the notice(s) of violations.
- (b) Notices or citations have been issued to one or more of the same persons for the same or similar violations on the premises within in the last 5 years.

(c) The violations are so numerous and/or so severe that, after consulting with the city attorney, the code official determines that more immediate court action may be needed because:

(1) The premises is an unsafe premises or the equipment within the premises is unsafe equipment as defined in the WPMC.

(2) The premises is not suitable for occupancy because one or more of the following conditions exists.

(A) It is so infested by insects, arachnids, rodents, bats or other animals that occupants may suffer bites, be exposed to their excrement, or be otherwise at grave risk of injury or disease.

(B) Toxic molds are so pervasive within the premises, that those occupying are likely to be exposed to the toxins.

(C) The premises contains other hazardous or toxic substances in conditions that pose a significant risk of exposure to occupants, such as due to rusted or corroded containers, leaks from containers, over- or improper application, or other such conditions.

(D) Materials stored within the premises are so voluminous or are stored in a way that their accumulation or storage threatens the premises' structural integrity, provides an overabundance of combustible fuel, and/or will significantly impede, if not prevent, safe evacuation from the premises in case of a fire.

(E) The conditions of the subject premises pose an imminent threat to adjacent or nearby premises or occupants of adjacent or nearby premises.

(d) One or more notices of violation were issued and work on the premises to correct the violations was undertaken or completed without required permits and/or inspections.

(e) Work has continued on the premises after a stop work order is issued, except as otherwise provided in section 110.4.

(f) There are other conditions or circumstances that the code official, after consultation with the city attorney, determines warrants issuance of one or more municipal civil infraction citations without first issuing a notice(s) of violation under section 109.3.

Sec. 109.5 – Other laws remain applicable. Corrections of conditions for which notices or citations were issued under the WPMC does not relieve any property owner, manager, occupant, contractor or others from the applicability of or need to comply with all other applicable laws, rules, regulations, and ordinances, including, without limitation, those referred to in section 102.3.

Sec. 109.6 – Clean up and demolition costs. If it is necessary for the City to either perform or engage others to perform weed cutting, grass cutting, trimming of other vegetation, demolition, or other clean up of any property to bring it into compliance with the WPMC, all costs will be assessed to and collected from the property owner in accordance with a fee schedule established by resolution of the City Council and the actual costs incurred by the City to do so.

Sec. 109.7 – Tampering with notices. Anyone who removes, alters, moves, defaces, or otherwise tampers with any notice posted under the WPMC by the code official or other authorized City personnel on any premises violates the WPMC.

Sec. 109.7 – Transfer or conveyance of interest with outstanding violations.

(a) No person shall sell, convey, transfer, lease, or assign, or agree to sell, convey, transfer, lease, or assign any interest in any premises for which notices of violations or municipal civil infraction citations have been issued for conditions violating the WPMC without

first providing the receiving party or prospective receiving party a copy of all the notices and citations for which any alleged violation remains unresolved.

(b) The property owner(s) at the time the notice(s) of violation or municipal civil infraction citation(s) was issued shall, within 3 city business days after the sale, conveyance, transfer, lease, mortgage, lien, easement, or assignment occurs, notify the code official in writing of the name(s), address(es), cellular phone number(s), and email address(es) of the person(s) of the receiving party(ies). That notification shall include (i) a description of the interest that was conveyed, assigned or otherwise transferred, (ii) a copy of the document pursuant to which the conveyance, assignment, lease, mortgage, or other transfer was made, and (iii) a copy of the written notification of the outstanding violation provided to the receiving party.

(10) Section 110.4 is amended to read as follows:

110.4 – Failure to Comply. Any person who knowingly continues any work on any premises for which a stop work order has been issued or who authorizes, directs, or allows such work to continue, except work to remove the violation or unsafe condition, shall be in violation of the WPMC.

(11) Subsection 111.1.5 is amended to read as follows:

111.1.5 – Dangerous structure or Premises. Any structure or a premise that has any or all of the conditions or defects described below shall be considered dangerous:

(a) Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction related to the requirements for existing buildings.

(b) The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

(c) Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

(d) Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.

(e) The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

(f) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

(g) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, is used by persons for consuming alcohol or using illicit drugs, is occupied by persons without the owner's permission, or is a site on which or from which nuisance or criminal activities occur.

(h) Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an

extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

(i) A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

(j) Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel construction, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

(k) Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance, hazard or blighting influence to the public, as determined by the Planning Department, Building Inspections Department and Construction Board of Appeals.

(l) The code official estimates the cost of placing the building in safe and sanitary condition, free of conditions violating the WPMC or any other applicable law including those referred to in section 102.3, exceeds 50% of the true cash (market) value of the premises as estimated by the city assessor.

(m) Because of dilapidation, deterioration, decay, subsidence, erosion, heaving, warping, removal, alteration, or modification some portion of the building or structure or of the ground necessary for its support, the building or structure is likely to collapse, fail or give way.

(12) Section 111.9 is amended to read as follows:

111.9 – Restoration or abatement. If the code official determines all or any part of a structure to be unsafe, it must either (i) be restored to a safe condition in compliance with the WPMC and all other applicable laws, rules, regulations and ordinances, including those referred to in section 102.3, or (ii) demolished in a manner permitted and required by those applicable laws, rules, regulations and ordinances, including those referred to in section 102.3. The owner, owner's authorized agent, operator or occupant of a structure, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition, or other approved corrective action.

(a) All required permits and inspections must be obtained.

(b) Unless the structure is an historic building under applicable law, restoration will not be permitted and demolition must occur if the cost of placing the building in safe and sanitary condition, free of conditions violating the WPMC or any other applicable law including those referred to in section 102.3, exceeds 50% of the true cash (market) value of the premises. If the code official and city assessor together estimate, this provision applies, the property owner will have the burden to show by a preponderance of the evidence that it does not apply.

(c) If repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or changes of occupancy shall comply with the requirements of the Michigan construction codes.

(13) Section 201.3 is amended to read as follows:

Sec. 201.3 – Terms defined in other codes. Terms are not defined in this code that are defined in the Michigan construction codes, including the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings, Michigan Electrical Code, Michigan Mechanical Code, Michigan Plumbing Code, or in the fire code

adopted in chapter 34 of the Code of Ordinances, City of Wyoming, Michigan, shall have the meanings ascribed to them as stated in those codes.

Exception: When used in the WPMC, the terms “unsafe building or equipment” and “dangerous building or equipment” shall have only the meanings ascribed to them in the WPMC and not the meanings in the Michigan Building Code.

(14)Section 202 is amended by adding the following definitions:

ABANDONED STRUCTURE. A structure that has been vacant for 30 or more days and meets any of the following criteria:

1. Is unlocked or has unsecured openings so that persons can easily enter it.
2. Shows evidence that persons have made unauthorized entry into it.
3. Has been boarded for at least 60 days.
4. Has property taxes for which payments are at least 365 days overdue.
5. One or more utilities (e.g., natural gas, electric, water, or sanitary sewer) are disconnected.
6. Is not maintained in compliance with the WPMC.
7. Some or all of the electric wiring, plumbing fixtures, furnace, central air conditioning, duct work, or other building systems are missing.

BLIGHTED PROPERTY. Any property that meets at least one of the following criteria:

1. Has been declared a public nuisance in accordance with the WPMC, another code referred to in section 102.3, or other related code or ordinance.
2. Is an attractive nuisance because of physical condition or use.
3. Is a fire hazard or is otherwise dangerous to the safety of persons or property.
4. Has had the utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for a period of 6 months or more so that the property is unfit for its intended use.
5. Is tax reverted property owned by a municipality, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a municipality, a county, or this state shall not result in the loss to the property of the status as blighted for purposes of the WPMC.
6. Is property owned or under the control of a land bank fast track authority under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774. The sale, lease, or transfer of the property by a land bank fast track authority shall not result in the loss to the property of the status as blighted for purposes of the WPMC.
7. Is improved real property that has remained vacant for 5 consecutive years and that is not maintained in accordance with WPMC.
8. Has WPMC or other code (including without limitation those referred to in section 1.2.3) violations posing a severe and immediate health or safety threat and that has not been substantially rehabilitated within 6 months after the receipt of notice to rehabilitate from the code officials or final determination of any appeal, whichever is later.

BOARDING HOUSE, LODGING HOUSE, OR TOURIST HOUSE. A building having one kitchen and used for the purpose of providing meals or lodging, or both meals and lodging, to persons other than members of the family occupying the dwelling. In the case of single-family and two-family dwellings, the number of roomers or boarders shall not exceed one per dwelling unit.

CITY CODE. The Code of Ordinances, City of Wyoming, Michigan.

CODE ENFORCEMENT ACTIVITY. All activities performed by the code official under the WPMC or other codes referred to in section 102.3, to locate, identify, address, and abate violations of those codes.

NOXIOUS WEEDS. That term as defined in section 82-62 of the Code of Ordinances, City of Wyoming, Michigan.

PUBLIC NUISANCE. Includes any of the following:

1. The physical condition or occupancy of any premises regarded as a public nuisance at common law;
2. Any physical condition or occupancy of a premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures.
3. Any premises with unlocked or unsecured openings so that persons can easily enter it.
4. Shows evidence that persons have made unauthorized entry into it, have lived in it, have used it for drug sales, have used illicit drugs in it, or it shows other signs of unauthorized habitation or occupancy.
5. Any premises that has unsanitary sewerage or plumbing facilities.
6. Any premises designated as unsafe for human habitation.
7. Any premises that is manifestly capable of being a fire hazard or is manifestly unsafe or unsecured so as to endanger life, limb or property.
8. Any premises from which the plumbing, heating or facilities required by the WPMC have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided.
9. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has uncontrolled growth of weeds.
10. Any premises that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.
11. Any premises that is open to wild birds or animals and which wild birds or animals appear to have entered.

RANK VEGETATION. Means uncultivated plants growing at a rapid rate due to unplanned, unintentional, or accidental circumstances.

SINGLE-FAMILY DWELLING. A building containing 1 dwelling unit with not more than 1 lodger or boarder.

VACANT STRUCTURE. A structure that is vacant and does not meet the definition of the Abandoned Structure or Unsafe Building.

(15) Section 301.4 is deleted in its entirety.

(16) Section 302.4 is amended to read as follows:

Sec. 302.4 – Weeds and other vegetation. The exterior vegetation on all premises shall comply with the following:

(a) It must comply with Chapter 82, Article III of the Code of Ordinances, City of Wyoming, Michigan.

(b) All premises and exterior property shall be maintained free from weeds in excess of 12 inches in height.

(c) Noxious weeds and rank vegetation are prohibited.

(d) Vegetation shall not extend over driveways, walkways, or sidewalks between their surface level and 7 feet above their surface level.

(e) If any property fails to comply with these requirements after service of a notice of violation:

(1) The City may issue a citation and seek a court order compelling compliance in addition fines and other relief the court may order; and/or

(2) Any duly authorized employee of the City or contractor hired by the City may enter upon the property in violation and cut and destroy the weeds growing in violation of this provision and the costs of such cutting or removal shall be paid by the owner or agent responsible for the property. Unpaid costs may be billed on the next property tax bill and collected in the same matter and subject to the same interest and penalties as property taxes that are not paid when due.

(17) Section 302.8 is amended to read as follows:

Sec. 302.8 – Motor vehicles, machinery, and equipment. Except as expressly provided in the City’s zoning ordinance or form based code, Chapter 90, Code of Ordinances, City of Wyoming, Michigan, no dismantled, partially dismantled, in operable, unregistered, or unlicensed machinery, equipment or motor vehicles shall be parked, kept, or stored outdoors on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.

(a) Painting of machinery, equipment, or motor vehicles is prohibited unless conducted inside an approved paint booth inside a building that is within a zoning district in which such a use is permitted by right or special approval.

(b) Mechanical work or restoration of machinery, equipment, or motor vehicle may be performed entirely inside a structure or similarly enclosed area designed and approved for such purposes. There shall be no outside storage of any parts, supplies, or other materials related to such work.

(18) Subsection 304.1.1 is amended to read as follows:

Sec. 304.1.1 – Unsafe conditions. The following conditions are unsafe conditions and shall be repaired or replaced to comply with the Michigan Building Code or the Michigan Rehabilitation Code for Existing Buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

3. Structures or components thereof that have reached their limit state.

4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

12. Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

(19) Subsection 304.13.1 is amended to read as follows:

Sec. 304.13.1 – Glazing. Every window sash shall be fully supplied with approved glazing free from cracks and holes.

(20) Section 304.14 is amended to read as follows:

Sec. 304.14 – Insect screens. Between April 1 and October 31 every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are used.

(21) Subsection 305.1.1 is amended to read as follows:

Sec 305.1.1 – Unsafe conditions. The following conditions are unsafe and shall be repaired or replaced to comply with the Michigan Building Code, the Michigan Residential Code or the Michigan Rehabilitation Code for Existing Buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

(22) Sections 305.7 and 305.8 are added to read as follows:

Sec. 305.7 – Floors. Every toilet, bathroom and kitchen floor surface shall be constructed, finished, surfaced, and maintained to be substantially impervious to water and to permit the floor to be easily kept in a clean and sanitary condition. All floor surfaces throughout a dwelling unit shall be maintained in a sound condition, securely fastened, free of holes, tears, or open areas, and kept in such a manner so as not to contribute to unsafe or unsanitary conditions.

Sec. 305.8 – Free from dampness. Every building, basement, and crawl space shall be maintained in a reasonably dry condition (free from excessive dampness) to prevent conditions conducive to decay or deterioration of the structure and to prevent mold and mildew.

(23) Subsection 306.1.1 is amended to read as follows:

Sec. 306.1.1 – Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system is unsafe and shall be repaired or replaced to comply with the Michigan Building Code, Michigan Residential Code, Michigan Rehabilitation Code for Existing Buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1 Collapse of footing or foundation system;
 - 1.2 Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3 Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4 Inadequate soil as determined by a geotechnical investigation;
 - 1.5 Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6 Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1 Deterioration;
 - 2.2 Ultimate deformation;
 - 2.3 Fractures;

- 2.4 Fissures;
 - 2.5 Spalling;
 - 2.6 Exposed reinforcement; or
 - 2.7 Detached, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
- 3.1 Deterioration;
 - 3.2 Corrosion;
 - 3.3 Elastic deformation;
 - 3.4 Ultimate deformation;
 - 3.5 Stress or strain cracks;
 - 3.6 Joint fatigue; or
 - 3.7 Detached, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:
- 4.1 Deterioration;
 - 4.2 Ultimate deformation;
 - 4.3 Fractures in masonry or mortar joints;
 - 4.4 Fissures in masonry or mortar joints;
 - 4.5 Spalling;
 - 4.6 Exposed reinforcement; or
 - 4.7 Detached, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
- 5.1 Deterioration;
 - 5.2 Elastic deformation;
 - 5.3 Ultimate deformation;
 - 5.4 Metal fatigue; or
 - 5.5 Detached, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
- 6.1 Ultimate deformation;
 - 6.2 Deterioration;
 - 6.3 Damage from insects, rodents and other vermin;
 - 6.4 Fire damage beyond charring;
 - 6.5 Significant splits and checks;
 - 6.6 Horizontal shear cracks;
 - 6.7 Vertical shear cracks;
 - 6.8 Inadequate support;
 - 6.9 Detached, dislodged or failing connections; or
 - 6.10 Excessive cutting and notching.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

(24) Section 308 is amended to read as follows:

**SECTION 308
WASTE COLLECTION AND DISPOSAL**

308.1 – No accumulation. The interior and exterior of all premises shall be maintained free of rubbish, garbage, and other solid or liquid wastes.

308.2 – Collection and disposal. All rubbish, garbage, and other solid and liquid wastes shall be collected and disposed of in compliance with applicable provisions of the City Code, including (i) Chapter 62, (ii) Chapter 86, Article III, and (iii) section 70-8.

308.3 – Owner is responsible. The property owner is responsible for ensuring property in the city owned by the property owner complies with this section 308. The owner shall ensure there are sufficient waste containers and that the contents of those containers are disposed of as required by this section 308.

308.4 – Occupant responsibility. The occupants of any premises shall comply with this section 308. Occupants shall not dispose of any waste materials except in containers as required by this section 308.

308.5 – Garbage disposals. When any premises is equipped with a garbage disposal, it shall be maintained in proper running order.

308.6 – Appliance disposal. Discarded or unused refrigerators, freezers, washers, dryers, dishwashers, and other appliances shall have their door removed when discarded, abandoned, or stored on premises.

(25) Section 401.3 is amended to read as follows:

Sec. 401.3 – Alternative devices. In lieu of the means for natural light and ventilation by this Chapter, artificial light or mechanical ventilation complying with the Michigan Building Code, and Michigan Residential Code, shall be permitted.

(26) Section 502.5 is amended to read as follows:

Sec. 502.5 – Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary, and working condition in accordance with the Michigan Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

(27) Section 505.1 is amended to read as follows:

Sec. 505.1 – General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Michigan Plumbing Code.

(28) Section 602.2 is amended to read as follows:

Sec. 602.2 – Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the Michigan Building Code or the Michigan Residential Code or the Michigan Plumbing Code. Cooking appliances shall not be used, nor shall portable

unvented fuel-burning space heaters be used, as a means to provide required heating. Portable space heaters shall not be used to achieve compliance with this section.

(29) Section 602.3 is amended to read as follows:

Sec. 602.3 – Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain the room temperatures specified in Section 602.2 in this code.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the Michigan Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

(30) Section 604.2 is hereby amended to read as follows:

Sec. 604.2 – Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Michigan Building Code, the Michigan Residential Code and/or Michigan Electrical Code. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

(31) Subsection 604.3.1.1 is amended to read as follows:

Sec. 604.3.1.1 – Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the Michigan Building Code, the Michigan Residential Code, and/or the Michigan Electrical Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;

13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

(32) Subsection 604.3.2.1 is amended to read as follows:

Sec. 604.3.2.1 – Electrical equipment. Electrical switches, receptacles, and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the Michigan Electrical Code and or the Michigan Building Code and Michigan Residential Code

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

(33) Section 701.3 is added to read as follows:

Sec. 701.3 – Fire Code References. References in this Chapter to the International Fire Code shall mean the version of the International Fire Code as adopted and amended in Chapter 34 of the Code of Ordinances, City of Wyoming, Michigan.

(34) Section 702.3 is amended to read as follows:

Sec. 702.3 – Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or effort, except where the door hardware conforms to that permitted by the Michigan Residential Code and the Michigan Building Code.

(35) Section 702.4 is amended to read as follows:

Sec. 702.4 Emergency escape and rescue openings. Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with the Michigan Building Code, Michigan Existing Buildings Code or Michigan Residential Code. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

(36) Section 703.7 is amended to read as follows:

Section 703.7 – Vertical Shafts. Interior vertical shafts, including stairways, elevator hoist ways and service and utility shafts, which connect two or more stories of a buildings shall be enclosed or protected as required in Chapter 11 of the International Fire Code. New floor openings in existing buildings shall comply with the Michigan Existing Buildings Code.

(37) Section 704.1 is amended to read as follows:

Sec. 704.1 – General. All systems, devices, and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operative condition at all times in accordance with the International Fire Code, the Michigan Building Code, the Michigan Residential Code, and the Michigan Mechanical Code.

(38) Subsection 704.1.1 is amended to read as follows:

Sec. 704.1.1 – Fire protection and life safety systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code, the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, the Michigan Building Code and Michigan Residential Code.

(39) Subsection 704.1.2 is amended to read as follows:

Sec. 704.1.2 – Required Fire protection and life safety systems. Fire protections and life safety systems required by this code, the International Fire Code or the Michigan Building Code, Michigan Existing Buildings Code or the Michigan Residential Code shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception, or reduction to the provisions of the WPMC, the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, the Michigan Building Code, the Michigan Rehabilitation Code for Existing Buildings, or the Michigan Residential Code has been granted shall be considered to be a required system.

(40) Subsection 704.4.2 is amended to read as follows:

Sec. 704.4.2 – Removal of existing occupant-use hose lines. The fire marshal or fire inspector is authorized to permit the removal of existing occupant-use hoses lines where all of the following apply:

1. The installation is not required by the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, the Michigan Building Code or Michigan Residential Code.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

(41) Section 704.6 is amended to read as follows:

Sec. 704.6 – Single and multiple-station smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R-2, R-3 or R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, Michigan Building Code and Michigan Residential Code.

(60) Subsection 704.6.3. is amended to read as follows:

Sec. 704.3 – Power source. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes. Where allowed, battery powered smoke detectors shall be energized with not less than a 5-year battery.

(61) Section 705.1 is amended to read as follows:

Sec. 705.1 – General. Carbon monoxide alarms shall be installed in dwellings in accordance with the International Fire Code as adopted and modified in Chapter 34 of the Code or Ordinances, City of Wyoming, Michigan, the Michigan Residential Code, or the Michigan Building Code.

Sec. 10-180. Savings.

All proceedings pending and all rights and liabilities existing, acquired, or incurred at the time of the effective date of this article are saved and may be completed according to the law in force when this article takes effect.

Section 2. That this ordinance shall take effect on _____, 2024.

Section 3. That MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in the format provided without changing any section numbering or other provisions.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. ___-24

Introduced: _____, 2024

Adopted: _____, 2024

Effective: _____, 2024

STAFF REPORT

Date: March 11, 2024
Subject: Property Maintenance Code Update/Amendments
From: Scott Smith, City Attorney
Nicole Hofert, Director of Community & Economic Development
Meeting Date: March 18, 2024

RECOMMENDATION:

Adopt Ordinance to Amend Chapter 10, Article VII of the Code of Ordinances Incorporating Amendments to the International Property Maintenance Code.

COMMUNITY, SAFETY, STEWARDSHIP:

Our community is improved when property within the community is maintained to recognized standards, such as those in the International Property Maintenance Code (IPMC), especially when the IPMC is amended to adapt to local circumstances, including incorporation of a rental registration ordinance. Because much of the IPMC addresses safety-related standards, the safety of building occupants is also improved by requiring compliance with those standards.

DISCUSSION:

The International Code Council updates its codes, including the IPMC, every 3 years. Ideally, the city would adopt updates on that same schedule. However, the city is currently implementing the 2012 edition. The proposed ordinance will adopt the 2021 edition.

When local governments adopt the IPMC, they often amend it to address local concerns. Wyoming has amended it to include its rental registration ordinance, address blight, and expand on other, more technical components.

As with other proposed ordinance amendments, this proposal has updated provisions to ensure compliance with due process requirements, to provide appropriate consequences for noncompliance such as increased fines and a clear process for suspending or revoking rental registrations, and to increase the specificity of notices of violations. Because the construction board of appeals, a body the city is required to create by the Michigan construction code has the needed expertise to also (maybe, best) address IPMC violations, under this proposed amendment, appeals of violation notices or interpretations of the IPMC will also go to that board via a clarified appeals procedure.

This will have an added benefit to eliminating the housing board of appeals. It has been hard to find members of both bodies. They also meet infrequently, *i.e.*, on an as needed basis with no regularly scheduled meeting dates, so it has also been difficult to ensure both bodies have needed training, elected board officers on a regular basis, etc.