

AGENDA
WYOMING CITY COUNCIL MEETING
GRACE CHRISTIAN UNIVERSITY
MONDAY, AUGUST 19, 2024, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Mike Young, Newhall Christian Fellowship Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the August 5, 2024 Regular Meeting
- 7) Approval of Agenda**
- 8) Public Hearings**
- 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. Wyoming Strategic Plan Quarterly Update
 - b) Proclamations
- 11) Petitions and Communications**
 - a) Petitions
 - b) Communications
- 12) Reports from City Officers**
 - a) From City Council
 - b) From City Manager
- 13) Budget Amendments**
 - a) Budget Amendment No. 4 – To Reappropriate Additional Funds for Open Purchase Orders, Capital Outlay, Uncompleted Projects, and Other Encumbrances from the 2023-2024 Fiscal Year to the 2024-2025 Fiscal Year.
- 14) Consent Agenda**
- 15) Resolutions**
 - a) Approving and Authorizing and Directing the Mayor and City Clerk to Sign an Indigent Defense Collaboration Contract
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - b) To Approve and Authorize the Signing of a July 2024 Amendment to an Area Agency on Aging of Western Michigan Grant Contract (Budget Amendments Nos. 6 and 7)
 - c) To Authorize the Purchase of Three Chevrolet Blazers
 - d) The Purchase of an iPlan Table Workstation

- e) To Award the Bid and Authorize the Mayor and City Clerk to Sign a City Center Trails Project Construction Contract with Katerberg-Verhage, Inc.
- f) To Approve and Authorize the City Manager to Sign a Change Order For a Wood Bridge Design and Materials Contract with Western Wood Structures Inc.
- g) To Accept a Quote from Cellebrite Inc. for Cellular Phone Extraction Technology
- h) To Concur and Authorize the Purchase of Two Positive Pressure Ventilation Fans
- i) To Accept Proposals for Door Security Improvements at the Wyoming Fire Stations
- j) To Concur with the Recording Equipment Project for Courtroom Number One and Courtroom Number Two
- k) To Concur with the Courtroom Remodel Project
- l) To Accept a Proposal to Develop a Strategic Approach To Assessing the Condition of the 42-inch Transmission Main (Budget Amendment No 5)
- m) For Award of Bids
 - 1. Recliners
 - 2. Headworks Roof Replacement

17) Ordinances

- 7-24 To Amend City Code Sections 70-77 and 70-78 to Clarify Odd-Even Parking on Streets with No Parking Signs (First Reading)
- 8-24 To Amend Chapter 2, Article IV, Division 11 of the Code of Ordinances to Provide for a Service Charge In Lieu of Taxes for the Shea Ravines Phases 1 and II Housing Projects (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 (as necessary)

21) Adjournment

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

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

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

STAFF REPORT

Date: 8.14.2024
Subject: Wyoming Strategic Plan Quarterly Update – April-June 2024
From: Patrick Waterman, Deputy City Manager
CC: John Shay, City Manager
Meeting Date: 8.19.2024

RECOMMENDATION:

It is recommended that City Council receive and accept as information the attached Wyoming Strategic Plan Quarterly Update for April-June, 2024.

ALIGNMENT WITH STRATEGIC PLAN:

This quarterly update aligns with all aspects of the 2024 Wyoming Strategic Plan.

DISCUSSION:

On behalf of City staff, I am pleased to present the first quarterly update on the City's new Strategic Plan for calendar year 2024. Since the plan's adoption by City Council last March, staff have been working diligently to further the many Goals, Objectives, Tasks and Steps outlined in the plan. The highlights of their progress, as well as the detailed completion rate metrics, are contained within the attached report, and will be presented orally at the August 19 City Council Meeting. We look forward to answering any questions you may have at that time.

BUDGET IMPACT:

No budget impacts are associated with this item

Attachment(s):

- City of Wyoming Strategic Plan Quarterly Update April-June 2024
- 2024 Strategic Plan Implementation Matrix

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Strategic Plan
Quarterly Update

April-June 2024



Introduction

The City of Wyoming Strategic Plan was unanimously adopted by the City Council on March 18, 2024. The Strategic Plan outlines the City Council's long- and short-term priorities for the community and provides a roadmap of clear direction and sense of purpose for City staff. The plan seeks to uphold the three Community Pillars of Community, Safety and Stewardship through the implementation of 9 Goals, 34 Objectives, 92 Tasks, and 219 Steps, all of which are actively tracked in the plan's Implementation Matrix.

This quarterly update is provided to ensure accountability and keep the City Council and our community abreast of the progress made on the Strategic Plan's Goals, Objectives, Tasks and Steps over the past three months. Quarterly updates will continue to be provided every three months until the plan is determined to be substantially complete.

At a glance —

Community



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

- 4 Goals
- 14 Objectives
- 42 Tasks
- 95 Steps

Safety



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

- 1 Goal
- 4 Objectives
- 8 Tasks
- 23 Steps

Stewardship



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

- 4 goals
- 16 Objectives
- 42 Tasks
- 101 Steps

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.

Community



Notable Accomplishments

Goal 1 - Strengthen Community Relations and Wyoming's Identity

- Implementation of the new City Brand Initiative is well underway with rollout of new city clothing, city forms, internal and external documents, business cards, city signage and more.
- Engaged with Godfrey Lee neighborhood representative and Historical Commission. Currently Developing plan for new neighborhood identification signage.
- City representative appointed to SK Chamber Board.
- Staff regularly meeting with GR Chamber rep, SK Chamber president and participating in Government Matters and Metro Six meetings.
- Seeking partnership opportunities to activate vacant commercial properties.

Goal 2 - Implement Placemaking to Enhance Wyoming's Quality of Life

- Actively working to foster relations with corridor business owners including the Roger's Plaza owners.
- City Center planning efforts are well-underway with the pedestrian bridge scheduled to break ground this fall, and non-motorized pathway bids expected in early August.
- The City's role in the redevelopment of Site 36 is nearing completion with 2 of the 3 parcels now under new ownership, and the third parcel expected to sell soon, pending City approval.
- The 36th St. Marketplace continues to move ahead with a branding effort and enhanced floorplan design and site amenities. Project is expected to break ground this fall.

Goal 3 - Enhance Community Engagement and Recreational Opportunities

- Construction of 8 new pickleball courts in Pinery Park has begun.
- Created a draft route map for future planned non-motorized trail connections throughout the City and continues to seek funding opportunities to expand the network. An \$800k grant was obtained from the state for new pathways along 52nd St and 56th St.

Community Objectives - 57% nearing completion/underway



Council Priority Level I Community Objectives - 100% nearing completion/underway



2024 Target-Year Community Objectives- 100% underway



Safety



Notable Accomplishments

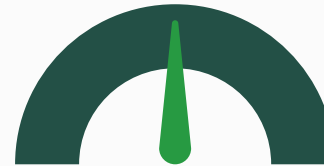
Goal 1 - Implement and Adopt More Proactive Public Safety Initiatives

- Work on a new City-wide emergency plan is underway and expected to wrap up by the end of 2024.
- The City is partnering with the Metro-6 communities and GVSU to conduct a deer population study that will be used to guide future wildlife management decisions in the region.
- Crime analyst reports show that as of July 2, 2024, reported incidents of murder, CSC, robbery, larceny and motor vehicle theft have all trended below 2023 numbers.
- The City has begun the hiring process for the new behavioral health specialist.
- KANET has increased its enforcement at Gerald R. Ford International Airport, where a significant amount of narcotics have been seized.
- The Division and Burton Fire Station renovations are both on schedule to be completed by late summer/early fall.

Safety Objectives - 25% nearing completion/underway



Council Priority Level I Safety Objectives - 50% nearing completion/underway



2024 Target-Year Safety Objectives- 100% underway



Stewardship



Notable Accomplishments

Goal 1 - Strengthen and Maintain the Strong Financial Position of the City

- Updated the City's 5X5 financial forecast and evaluated fund balance targets for various funds.

Goal 2 - Enhance the Efficiency and Effectiveness of City Operations

- Conducted an organizational assessment of the IT Department and will soon begin implementing recommended improvements.
- Revamped the City's Capital Improvement Plan process and format to make it more streamlined and effective.
- Interior renovations to City Hall are well-underway with Phase I expected to be complete by the end of August.

Goal 3 - Improve City Infrastructure and Service Reliability

- Efforts are well underway on the 3rd transmission line project with the bond sale expected to occur this fall and bid opening by the end of October.
- Currently awaiting the results of a feasibility study for solid waste handling alternatives at the Clean Water Plant.

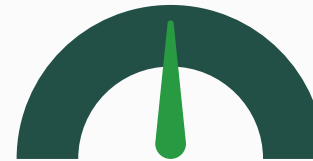
Goal 4 - Attract, Train and Retain a Talented Workforce

- Actively working to create a hiring plan for the Public Safety Department, focusing specifically on recruitment of police officers.
- Employee engagement calendars, events, and education are nearly complete. An annual training calendar has been published for 2024, and a training plan and calendar are drafted for 2025.
- Begun evaluating employee technology proficiency.

Stewardship I Objectives - 25% nearing completion/underway



Council Priority Level I Stewardship Objectives - 50% nearing completion/underway



2024 Target-Year Stewardship Objectives- 100% underway



Plan Summary

Council Priority 1 Objectives

2024 Target-Year Objectives



74% nearing completion or underway 52% nearing completion or underway 28% nearing completion or underway

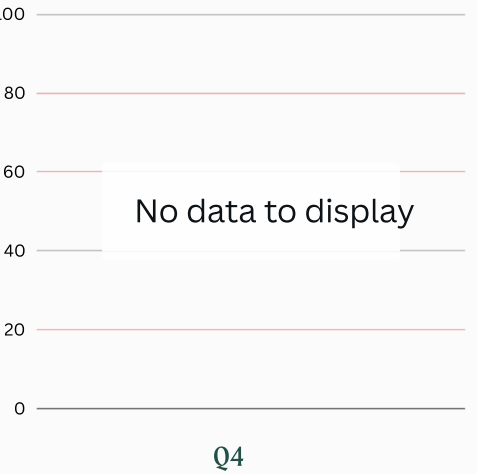
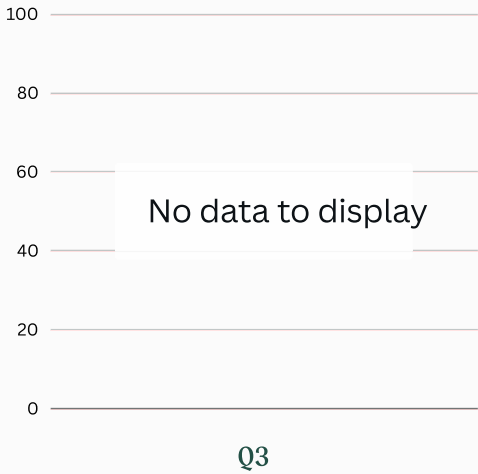
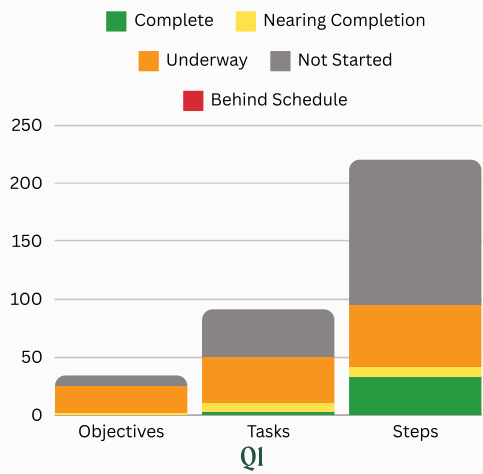
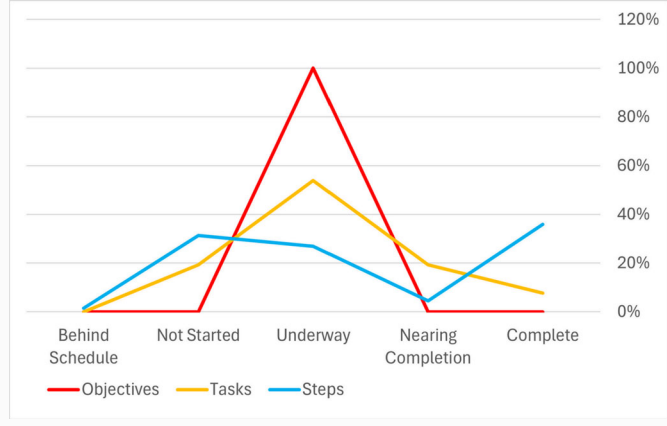
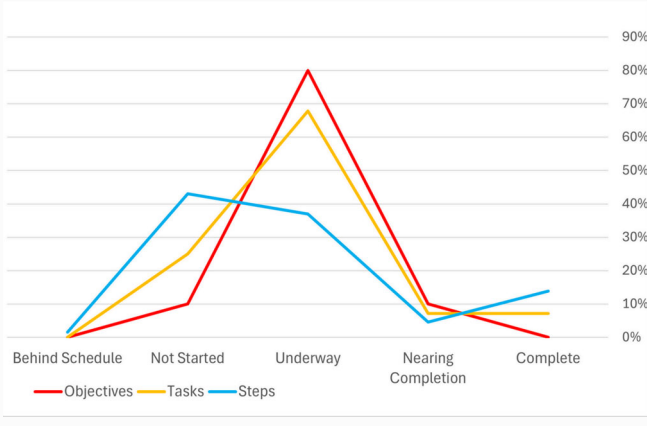
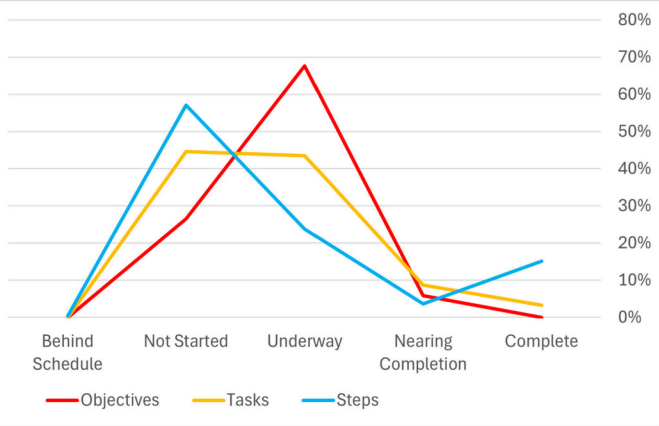
Objectives **Tasks** **Steps**



70% nearing completion or underway



100% nearing completion or underway



City of Wyoming 2024 Strategic Plan Implementation Matrix

Legend: ● - Behind Schedule ○ - Not Started ● - Underway ● - Nearing Completion ● - Complete

Pillar	Goal	Objective	City Council Priority Level	Objective Lead	Target Completion Year	Objective Status	Task	Task Lead	Target Completion Year	Task Status	Step	Step Assignee (if assigned)	Step Status	Notes				
Community	Goal 1 - Strengthen community relations and Wyoming's sense of identity.	Objective 1 - Implement the new branding initiative.	1st	Peña-Wojtanek	2025 (Phase I)	●	Task 1 - Explore new ways to communicate with the community	Peña-Wojtanek	2025	●	Step 1 - Solicit participation from residents, businesses and community members to learn more about how they engage with the city. Step 2 - Develop communication strategy based on community feedback and preferences.		●	Have begun researching different communication methods, newsletters, e news, social media, etc.				
							Task 2 - Develop positive messaging to the community.	Peña-Wojtanek	2025	●	Step 1 - Identify which messages we'd like to share with the community by meeting with Department Heads and City Manager. Step 2 - Develop communication strategy based on community feedback from branding communication initiative.		○	Have begun developing messaging to describe the value of living in Wyoming - public safety, sidewalk plowing, schools, etc.				
							Task 3 - Create plan to address multi-lingual communications with residents.	Peña-Wojtanek	2025	●	Step 1 - Identify which languages should be included in city communications. Step 2 - Solicit participation from multilingual communities on preferences of communication from the city.		○	Have identified Spanish as primary secondary language.				
							Task 4 - Explore mobile-friendly communication methods.	Peña-Wojtanek	2025	●	Step 1 - Will be accomplished through new website that will be complete by 2025.		○	Website research, RFP process has begun.				
		Objective 2 - Explore ideas to establish neighborhood identity.	1st	Hofert	2025	●	Task 1 - Community Engagement	Peña-Wojtanek	2025	●	Step 1 - Solicit participation for neighborhood focus groups, meet with school officials, meet with the Wyoming Historical Commission and other stakeholders.		○	3/11/24 meeting with rep from Godfrey Lee neighborhood. Interest in piloting a neighborhood sign/brand project there.				
							Task 2 - Develop a neighborhood map proposal	Hofert	2025	○	Step 1 - Meet with stakeholders identified above and confirm/solicit input on proposed maps. Step 2 - Gain City Council support for proposed maps.		○					
							Task 3 - Placing Signs	Peña-Wojtanek	2025	●	Step 1 - Work with Wyoming Historical Commission to place signs showing locations of identifying neighborhoods.		○	HC represented at 3/11/24 meeting				
		Objective 3 - Develop plan for strengthening community partnerships.	2nd	Hofert	2026	●	Task 1 - Strengthen relationship with Continuum of Care.	Hofert	Ongoing	●	Step 1 - Continue to have regular meetings with Grand Rapids and Kent County representatives to discuss policy and partnerships.		○	●	NH attends monthly CoC meetings			
							Task 2 - Create Art Commission	Hofert	2026	●	Step 1 - Identify community partners with interest in art.		○	Step 2 - Once identified, invite partners to a kick-off meeting to discuss broad goals for the commission.		○	●	NH met with Zero Empty Spaces, an art collaborative looking to activate vacant commercial real estate. Staff waiting on
											Step 3 - Create bylaws and rules for regulation. Concurrently work with staff to amend the zoning code to define and provide guidance on public art allowances.	S. Smith	○					
											Step 4 - Formalize Art Commission membership and formulation of a Commission.		○					
											Step 5 - Identify funding sources for support of community/public art.		○					
		Task 3 - Strengthen relationship with South Kent County Area Chamber of Commerce.	Hofert	Ongoing	●	Step 1 - Appoint city staff member to South Kent Chamber board. Step 2 - Meet monthly with chamber president to discuss ongoing initiatives and business retention/attraction efforts. Step 3 - Work with Chamber to schedule quarterly meetings with businesses in Wyoming and Wyoming staff.	Shay Hofert Manager's office/CEd	○ ● ○	John Shay appointed to Board 2/24 NH has monthly meetings with K. Morgan									
		Community	Goal 2 - Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.	Objective 1 - Complete City Center public improvements	1st	Hofert	2026	●	Task 1 - Develop plan for redevelopment of Rogers Plaza	Hofert	2026	●	Step 1 - Continue to engage with Roger's Plaza ownership to discuss future goals for site. Step 2 - Perform annual inspections of property for PMC and other violations. Work with property owner to address violations. Step 3 - Engage with MEDC and Priority Site team to identify possible funding or other incentives for future development. Communicate with property owner on opportunities.		○	Meeting on 5/29/24		
									Task 2 - Identify other properties for redevelopment along 28th Street between Clyde Park Avenue and Burlingame.	Hofert	2025	●	Step 1 - Work with property owners to determine properties for redevelopment that aligns with master plan vision for City Center.	Hofert	○	Continuing discussions with properties and owners/developers		
Task 3 - Complete public infrastructure improvements related to City Center.	Hofert								2026	●	Step 1 - Construct Pedestrian Bridge •Bids Letting February 26, 2024 •Bids Due March 26, 2024 •Award at City Council April 15, 2024 •Construction June 2024 - July 2025		○	Anlaan Construction awarded bid. Expected construction start Sept. 24.				
											Step 2 - Construct Phase 1A Trails •Bids Letting February 26, 2024 •Bids Due March 26, 2024 •Award at City Council April 15, 2024 •Construction June 2024 - November 2025		○	Awaiting final approval from CE and GE easement. Expected to go to bid summer 24.				
Task 4 - Construct Phase 1B Trails •Bid Letting TBD •Bids Due TBD •Award at Council TBD •Construction Nov 1, 2024 - March 31, 2025 (because of bats)				○														
Task 5 - Construct Phase 1C Trails •Bid Letting TBD •Bids Due TBD •Award at Council TBD •Construction Fall 2024 - Spring 2025				○														
Task 6 - Utilities (Consumers Energy) •Start date for 1B is April 15, 2024 •Completion date 10 weeks after start •Start date for 1C is TBD •Phase 2 - 18 months to completion after engineering is completed which is expected June 2024				○	1A and 1B complete. 1C finalizing easements. Phase 2 design started.													
Objective 2 - Complete the redevelopment of Site 36	1st			Hofert	2027	●	Task 1 - Work with Corewell Health on development of 40 acres on north side of site.	Hofert	2027	●	Step 1 - Obtain required city approvals - PC, CC and WBRA in February and March 2024. Step 2 - Provide ongoing city services through construction and C of O.		○	●	All approvals received from PC, CC and WBRA			
							Task 2 - Work with Franklin Partners to market site and identify users.	Hofert	2025	●	Step 1 - Continue to have bi-weekly check ins with Franklin Partners. Step 2 - Continue to respond to inquiries and interested parties.		○	●				
Objective 3 - Complete the 36th Street Marketplace project	1st			Hofert	2025	●	Task 1 - Finalize Brownfield Work Plan for adoption by WBRA in March 2024.	Hofert	2024	●	Step 1 - Provide draft plan to EGLE and MEDC for review prior to WBRA action. Step 2 - Schedule a WBRA meeting for review and adoption of plan.		○	○	Draft plan complete but pending updates following design revisions			
							Task 2 - Get EGLE and MEDC approval of work plan.	Hofert	2024	●	Step 1 - Submit work plan to EGLE/MEDC for review and approval following WBRA and Council adoption in March. EGLE/MEDC review of work plan and VI system is estimated at 60 days.		○					
							Task 3 - Manage construction of facility.	Waterman	2024	●	Step 1 - Construction expected to start May 2024. Step 2 - Construction expected to be completed January 2025. Hand off facility to Parks and Rec following conclusion of construction.		○	●	Start of construction delayed due to design changes			
							Task 4 - Consider hiring a consultant to create a branding and naming strategy for the new market.	Martin	2024	●	Step 3 - Close out all reporting for MEDC RAP grant. Step 1 - If approved and required, award contract to consultant through City Council action	Hofert	○	●	Civic Brand awarded contract 2024			
							Task 5 - Officially open the facility to the public.	Martin	2025	○	Step 1 - Establish market operational policies/rules for vendors and public. Step 2 - Confirm all available in all main season vendor spaces. Step 3 - Develop program plan for market season including themed market days, demonstrations, and events.		○					
Objective 4 - Create corridor improvement authority (CIA) district(s)	2nd			Hofert	2027	●	Task 1 - Confirm that Division and Burton meet eligibility criteria for creation of Corridor Improvement Authority (CIA).	Edouard	2026	●	Step 1 - Confirm Division and Burton meet eligibility requirements. Multiple corridor authorities are allowed for a single municipality.		○	○	Initial work has begun. JE has met with a GR CIA to learn from their experiences.			
		Task 2 - Complete public engagement process	Edouard				2026	○	Step 1 - Meet with business owners and residents along the targeted corridors to discuss CIA benefits of activation and solicit their feedback. Step 2 - Identify community recommendations for corridor improvements.		○							
		Task 3 - Formally establish corridor improvement authority district(s)	Hofert				2027	○	Step 1 - The governing body passes resolution declaring it is necessary in the best interests of the public to develop its commercial corridors and promote economic growth, and its intent to do so. Step 2 - The governing body sets a public hearing, based upon its resolution of intent, to create a CIA. Step 3 - 20-40 days before the hearing, notice must be given of a public hearing by public posting, publication, and mail to taxpayers within a proposed district and to the governing body of each taxing jurisdiction levying taxes that would be subject to capture of tax increment revenues. Step 4 - Hold public hearing. Step 5 - No less than 60 days following the public hearing, the governing body may adapt by resolution the creation of the CIA and designate the boundaries of the development area. Step 6 - Publish resolution at least once in the local newspaper and filed with the Secretary of State.		○							
Objective 5 - Create plan to attract and retain businesses	3rd	Hofert	2025	●	Task 1 - Create database of major Wyoming employers.	Edouard	2024	●	Step 1 - Query business licenses and Google to create a preliminary list. Step 2 - Schedule meetings with top identified businesses to confirm contact information, basic facts, and make preliminary introduction.		○	○	lists created for all primary commercial corridors					
					Task 2 - Create an annual retention visit schedule.	Edouard	2025	○	Step 1 - Annually review and identify 50 businesses to have retention visits with. Step 2 - Review The Right Place's retention visit and attraction annual interactions. Perform annual review of The Right Place. Step 3 - Post-visit provide business with a survey to gauge Wyoming business climate.		○	○	JE has started scheduling meetings					
					Task 3 - Create a small business survey.	Edouard	2024	●	Step 1 - Create an annual survey to send to businesses in collaboration with the South Kent Chamber. Step 2 - Review results for trends and action items.		○	○	JE created a draft business survey for DABA; this will serve as base for broader survey. Chamber involved in review of DABA survey.					
					Task 4 - Formalize plan to create an annual informational report on Wyoming's small business.	Edouard	2024	○	Step 1 - Pull data from Bureau of Labor Statistics, FRED, American Community Survey Step 2 - Review data and draft report Step 3 - Publish report on CED's Economic Development webpage and present to Council and other stakeholders as needed.		○							
Objective 6 - Explore the feasibility of a new community center	6th	Martin	2026	○	Task 1 - Retain a consultant to conduct a feasibility study	Martin	2026	○	Step 1 - Develop proposal for RFQ. Step 2 - Work with selected consultant and complete study.	Martin	○	○						
					Task 2 - Develop proposal for RFQ.	Martin	2026	○	Step 1 - Review DNR and Federal grant priorities. Step 2 - Explore bond proposal feasibility.		○							
Objective 7 - Review DDA footprint	8th	Hofert	2027	○	Task 1 - Verify tax capture and tax capture history.	Edouard	2025	○	Step 1 - Work with City Assessor to model this data.		○	○						
					Task 2 - Open dialogue with County about revisions to DDA and tax capture status.	Edouard	2025	○			○							
					Task 3 - Explore new footprints for the DDA.	Edouard	2026	○	Step 1 - Map possible revisions and perform preliminary tax capture estimates. Step 2 - Review maps with the DDA and make a recommendation.		○							
					Task 4 - Elected officials and public engagement.	P. Smith	2026	○	Step 1 - Set up meetings with County Commissioners to get buy in for new proposed boundary, if warranted. Step 2 - Solicit feedback and gain consensus from businesses along 28th Street impact by revised boundary.		○							
					Task 5 - DDA and Council Adoption.	Hofert	2027	○			○							
Community	Goal 3 - Engage and empower our residents.	Objective 1 - Cultivate signature community events	1st	Martin	2026	●	Task 1 - Conduct regional special event gap analysis.	Stickler	2025	●	Step 1 - Review current and external city and regional festivals and events. Step 2 - Research special events nationally and connect with other event organizers through IFEA. Step 3 - Cultivate community partner relationships.	Stickler/ Clarke Stickler Martin	○ ● ○	Regional event analysis underway Stickler attended IFEA conference and connected with national event organizers and is now a member of the network				
							Task 2 - Recommend two additional signature community events for FY26 budget.	Stickler	2025	●	Step 1 - Establish community partner relationships. Step 2 - Engage Parks and Recreation Commission to launch events.	Martin/Clarke Martin/Clarke	○ ○					
		Objective 2 - Construct	1st	Hofert	2026	●	Task 1 - Complete Pinery Park post tension pickleball and basketball court redevelopment project by end of year 2024.	Martin	2026	●	Step 1 - Complete Pinery Park post tension pickleball and basketball court redevelopment project by end of year 2024.		○	○	Pinery project begins July 2024 completion expected by Sept. 2024			

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

Goal 3 – Enhance community recreational opportunities for the city.	Objective 1 – Update non-motorized trail and wayfinding signage plan	2nd	Martin	2025	●	Task 1 - Complete trail and signage promotion projects	Montgomery/Martin	2025	●	Step 2 - Complete court resurfacing and pickleball court conversions at Lemery and Jackson parks.	○		
						Task 2 - Recommend additional courts for FY26 budget.	Martin	2025	●	Step 1 - Review court inventory and engage and confirm conditions align with replacements in the department asset management plan.	Montgomery/Martin	●	Maintenance staff has reviewed current court inventory.
						Task 1 - Inventory and assess current non-motorized trail infrastructure.	P. Smith	2024	●	Step 1 - Create updated pathway map that identifies likely origin and destination nodes and potential route connection opportunities.		●	Draft map created 3/24
										Step 2 - Finalize map based on confirmed data and provide to consultant for plan update.		●	CEd staff field verifying data in June
						Task 2 - Select and retain consultant.	Hofert	2024	●	Step 1 - Draft RFP for updated non-motorized pathway and wayfinding signage plan.		●	draft is underway; expected for non-motorized committee review in mid June
										Step 2 - Provide recommendation to City Council to select and award contract to consultant to provide update of non-motorized trail plan.		○	

Goal 4 – Encourage more affordable housing in the city.	Objective 1 – Develop an affordable housing plan	7th	Hofert	2027	○	Task 1 - Update Housing Needs Assessment and Analysis of Impediments to Fair Housing Choice.	P. Smith	2025	○	Step 1 - Pull data from American Community Survey to update previous report.		○	
										Step 2 - Meet with stakeholder focus groups.		○	
									Step 3 - Prepare report.		○		
	Task 2 - Perform a housing cost study	P. Smith	2026	○	Step 1 - Pull data from ACS, City Assessor, and survey of rental certificate holders.		○						

Goal 1 – Implement and adopt more proactive public safety initiatives.	Objective 1 - Develop plan to address crime and drug issues in community	1st	Koster	2026	●	Task 1 - Reduce Part I and II offenses which include violent crime and property crime by January 1, 2025.	Koster	2025	●	Step 1 - Utilize crime analysis data and technology to strategically plan and adapt our deployment of resources to areas where crime is most prevalent.		●	Our Crime Analyst routinely disseminates information related to types and locations of criminal activity. As of July 2, 2024, reported incidents of murder, CSC, robbery, larceny, and motor vehicle theft have all trended below 2023 numbers (YTD). Aggravated assault and burglary are trending higher.
										Step 2 - Conduct high visibility patrols and traffic enforcement in locations known to be frequented by offenders.		●	High visibility patrols are occurring in areas where crime is problematic. The availability of air support from MSP has increased, along with the inception and training of our own UAV/Drone team. These are successful tools used to safely apprehend offenders who might pose a threat to public safety.
										Step 3 - Continue to establish and build upon partnerships with residents, neighborhood groups and businesses.		●	Our Community Services Unit (CSU) continues to be highly engaged with residents and business owners. For example, in partnership with Country Fresh, CSU officers have been passing out ice cream in different neighborhoods throughout the City.
										Step 4 - Provide additional training to patrol officers related to prevention, enforcement and investigation of street crimes, drug offenses, stolen vehicle investigations.		●	On July 25th and August 1st, our officers and firefighters will participate in an "Active Shooter / Rescue Task Force" training scenario that will take place at Wyoming High School.
										Step 5 - Work with our Communications liaison to educate residents on crime prevention and safety practices via social media platforms.		●	Meeting scheduled for 7/9/24 to discuss PD's Facebook strategy
										Step 6 - Continue working with our local City Attorney, the Kent County Prosecutor, as well as other State and Federal law enforcement agencies to pursue applicable charges against violent offenders.		●	Our City Attorney and Prosecutor have been great partners in holding violent offenders accountable (7/24)
					Task 2 - Evaluate city's ability to increase resources and enhance communications by January 1, 2026.	Koster	2026	●	Step 1 - If warranted and financially possible, in the fall or winter of 2025, add two additional detectives to the Investigative Division, one who will be assigned to the multi-jurisdictional pattern crime team (MPACT) which apprehends many repeat offenders committing serious crimes throughout Kent County.		○	Currently, we have two openings. Once these two officers are hired and trained for road patrol, we can move two positions to the Investigative Division. Our goal is to have these two position hired and enrolled in the January 2025 police academy. (7/24)	
									Step 2 - Increase the amount of information and leads shared between our patrol officers and the Kent Area Narcotics Enforcement Team.		●	KANET providing a list of suspected locations to patrol for enforcement (7/24)	
									Step 1 - Employ and utilize new Behavioral Health Specialist with a focus on enhancing our response to mental health and opioid crises in the community.		●	Applications for the new Behavioral Health Specialist position have been received and interviews are being scheduled (7/24)	
									Step 2 - Coordinate with KANET to enhance enforcement activities at drug entry points in the region.		●	KANET has increased their enforcement at Gerald R Ford airport. A significant amount of drugs have been seized. WYPD has a detective who works on KANET team (7/24)	
									Step 1 - Appoint representatives from FD, PD, PW, and Comm's. Establish meeting for mid-March.	Koster/Polis	●	completed (05/24)	

Goal 1 - Strengthen and maintain the strong financial position of the city.	Objective 1 - Develop a long-term sustainable funding plan for the city.	1st	Yenchar	2029	●	Task 1 - Evaluate the city fund balance policy	Yenchar	2024	●	Step 1 - Evaluate fund balance targets for self-insurance funds.		●	Completed 12/23		
										Step 2 - Update General Fund 5x5 to evaluate current and forecasted fund balance outside of established target range.		●	Completed 1/24		
										Step 3 - Work with City Manager and City Council to determine if current range is still valid and possible contributions to fund 800 if performance better than budget.	Sterling/Yenchar	●	Completed 4/24		
					Task 2 - Develop a model for sustainable court funding.	Yenchar	2029	○	Step 1 - Research history and current state of court funding.	Sterling/Yenchar	○				
									Step 2 - Identify challenges with current funding model.	Sterling/Yenchar	○				
									Task 3 - Analyze development impact costs to the City.	Yenchar	2028	○	Step 1 - Identify resources for best practices/sample models.	Sterling/Yenchar	○

Goal 1 - Strengthen and maintain the strong financial position of the city.	Objective 2 - Develop plan for renewal of Public Safety millage.	2nd	Yenchar	2027	○	Task 1 - Work with City Council as they determine the terms of the renewal proposal to be placed on the ballot.	Yenchar	2026	○				
										Task 2 - Develop communication strategy around millage renewal ballot proposal.	Yenchar	2027	○
	Objective 3 - Revise/update and implement capital improvement plan process.	4th	Yenchar	2025	●	Task 1 - Establish 5-year citywide capital projects plan.	Yenchar	2024	●	Step 1 - Create template for departments to utilize in reporting capital projects planned for the next five years		●	Completed 1/24
										Step 2 - Compile department submissions and present consolidated 5-year plan to City Council at March 2024 work session	Nyenhuis/Yenchar	●	Completed 3/24
										Step 3 - Utilize department, council, and city management feedback to develop additional CIP plan components, method for ongoing updates and possibility of extending the plan beyond the initial 5 years. Ensure compliance with Michigan Planning Enabling Act (Act 33 of 2008).	Nyenhuis/Yenchar	●	Will update CIP during budget cycle (target - October)

Goal 1 - Strengthen and maintain the strong financial position of the city.	Objective 4 - Assess citywide use of technology.	3rd	Gerndt	2025	●	Task 1 - Develop an inventory of significant computer hardware and software solutions.	Gerndt	2024	●	Step 1 - Work with departments to assemble a registry of software (cloud, on-prem), its purpose (record management, compliance, efficiency, etc.), criticality, annual cost, expected life, etc.		●	4/4 - survey distributed to departments for collection of data 6/4 - Few submittals still outstanding
										Step 1 - Develop or identify a methodology to measure: staff understanding of technologies at their disposal; staff understanding of the purpose of each available technology; and staff ability to use available technologies effectively.		○	
										Step 2 - Execute the data collection methodology.		○	
										Step 3 - Organize and summarize results of the data collection.		○	
										Step 1 - Identify underutilized technologies and steps to rectify.		○	
										Step 2 - Identify themes to inform improvements to job descriptions and recruitment processes.		○	
					Task 4 - Implement new Enterprise Resource Program (ERP) System.	Yenchar	2028	○	Step 3 - Identify options to improve technology adoption and utilization.		○		
									Step 1 - Form a cross-functional steering committee to pre-assess ERP integration needs by 2024.	Yenchar/Sterling	○		
									Step 2 - Select and retain consultant to conduct organization-wide needs assessment by 2024.	Yenchar/Sterling	○		
									Step 3 - Select and retain vendor to provide new ERP system by 2025.	Yenchar/Sterling	○		
									Step 4 - Implement/"go-live" new ERP system organization-wide by 2028.	Yenchar/Sterling	○		

Goal 1 - Strengthen and maintain the strong financial position of the city.	Task 1 - Evaluate improvements for Treasurer's drive-thru.						Vis	2024	●	Step 1 - Identify alternate scenarios and associated costs	Rinks/Vis	●	met with track system vendor and contractor; difficulty obtaining				
														Step 2 - Prioritize project with other capital items.	Vis	○	
														Step 3 - Include in FY25 budget.	Vis	○	
									Step 1 - Retain consultant to formulate design.		●	1st floor, east side target completion date 7/21					
									Step 2 - Review design with impacted departments and obtain approvals.		●	1st floor, west side final furniture orders to HON					
									Step 3 - Draft RFP for furniture and carpet/paint.		●	Completed					

Stewardship - "The careful and responsible management of city funding and resources to support our community."

Goal 2 - En																
Objective 5 - Update facilities usage and design plan.	4th	Vis	2025	●	Task 3 - Public Works building improvements - Phase I.	Vis	2025	●	Step 7 - Complete Phase I, E side City Hall improvements prior to 7/1/24.	Rinks/Vis	●	expected completion 8/8/24				
									Step 8 - Complete Phase II, W side City Hall improvements prior to 12/31/24.	Rinks/Vis	●	Design complete; CC chambers and W conf room carpet and paint scheduled for end of Aug				
									Step 1 - Conduct space needs study.		●	Completed				
									Step 2 - Retain consultant to design phased building expansion and improvements.	Vis/Rinks	●	drafting RFP, 6/18/24				
									Step 3 - Determine location for Parks Maintenance Department.	Vis/Martin	○					
									Step 1 - Review existing design to verify accuracy with existing consultant.	Rinks/Vis	●	2nd floor overall design and security improvements in progress				
									Step 2 - Draft RFP for furniture and carpet/paint.	Rinks/Vis	●	using 1st floor bid results				
									Step 3 - Draft SOW for second floor remodeling.	Rinks/Vis	●	out to 3 contractors for pricing				
									Step 4 - Award bids for second floor furniture and carpet.	Rinks/Vis	○					
									Step 5 - Award second floor remodeling project.	Rinks/Vis	○					
Step 6 - Complete Phase III, City Hall second floor improvements prior to 12/31/25.	Rinks/Vis	○														
Task 5 - Public Works building improvements - Phase II.	Vis	2027	○	Step 1 - Complete full design of expansion and improvements.	Rinks/Vis/ VanDyke	○										
				Step 2 - Draft RFP and award project.	Rinks/Vis/ VanDyke	○										
				Step 3 - Initiate phased construction.	Rinks/Vis/ VanDyke	○										
Objective 6 - Develop and communicate value proposition for taxes paid and services received.	2nd	Peña-Wojtanek	2024	●	Task 1 - Develop talking points for value proposition and taxes paid and highlight key points that council would like to communicate.	Peña-Wojtanek	2024	●	Step 1 - Develop graphic and visual communication strategy to communicate to residents and community members.		●	Have begun developing collateral and graphic design strategies to communicate value proposition and taxes paid such as public safety millage.				
									Step 2 - Disseminate information through social media, mailings, newsletters and more.		○					
Goal 3 - Improve city infrastructure and service reliability.																
Objective 1 - Complete third transmission main.	1st	Erickson	2026	●	Task 1 - Prepare to construct first segment of the 3TM and surge suppression system.	Erickson	2025	●	Step 1 - Close on bond sale spring-summer 2024.	Erickson	●	Will be coming to Council in August with Bond Ordinance.				
									Step 2 - Go out for bid in August 2024.	Erickson	●	Expect to open bids August 29, 2024.				
									Step 3 - Begin construction of surge suppression system in fall of 2024.	Erickson	○	This is likely to occur in winter/spring of 2025.				
Task 2 - Construct 1st segment of 3TM.	Erickson	2025	○	Step 1 - Be under construction by spring, 2025.	Erickson	○										
				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 3TM).	Erickson	●	Will be coming to Council in August or September 2024 with proposal from Prein & Newhof.									
Objective 2 - Complete second water intake.	2nd	Erickson	2030	○	Task 1 - Evaluate financing options. Ongoing goal	Erickson	2028	○								
					Task 2 - Possibly begin permitting.	Erickson	2026	○								
Objective 3 - Determine feasibility of a biogestor at the CWP.	5th	Erickson	2024	●	Task 1 - Complete feasibility study with Donohue & Assoc.	Erickson	2024	●				Awaiting final feasibility study report, which should be ready by August, 2024.				
					Task 2 - If warranted by study, begin to explore opportunities to design and construct biogestor (or other alternative options).	Erickson	2024	○								
Goal 4 - Attract, train, and retain a talented workforce.																
Objective 1 - Develop a plan to attract and retain staff.	2nd	Vande Griend	2026	●	Task 1 - Create a hiring plan for Public Safety.	Zuidema	2024	●	Step 1 - Addition of an HR staff member to the Public Safety Recruitment Team.	Zuidema	●					
									Step 2 - Create engaging and easy-to-read benefit documents and other recruitment documents, in partnership with the Communications Team and Public Safety Recruitment Team.	Zuidema	●					
									Step 3 - Update the current Public Safety recruitment materials in partnership with the Communications Team, using the new brand. Incorporate the benefits information into these materials.	Zuidema	●					
									Step 4 - Utilize recruitment from both teams, from police and fire to engage in proactive recruitment activities such as job fairs, community events, social media initiatives, and school presentations.	Koster	●					
									Task 2 - Create recruitment materials in line with branding initiative for use for all city departments and develop and implement plan for use.	Klaassen	2024	●	Step 1 - Discuss recruitment needs among HR staff and brainstorm creative solutions for updated recruitment materials.	Klaassen	●	First meeting with communications team on April 8.
									Task 3 - Develop and publish employee engagement calendar, events, and education.	Klaassen	2024	●	Step 2 - Engage with communications to develop recruitment materials; develop guidelines and best practices for use.	Klaassen	●	
													Step 3 - Engage with communications to order any multi-use materials (e.g. banners, tablecloths, general benefits flyers, etc.).	Klaassen	●	
									Task 4 - Work with departments to develop an inventory of our current tools/practices.	Klaassen	2025	○	Step 4 - Develop instruction documents to use internally and share with departments (similar to the brand style guide - a recruitment tool guide) so HR and departments can begin to implement new tools.	Klaassen	●	
													Step 1 - Create employee engagement calendar.	Klaassen	●	
									Task 5 - Create awareness of public service jobs	Zuidema	2025	●	Step 2 - Create annual training calendar	Klaassen	●	Active and published
Step 3 - Employee Service Awards	Shay	●	Active													
Task 6 - Develop a plan for ongoing review of job descriptions.	Klaassen	2025	●	Step 4 - Public Safety Awards	Koster	●	Active									
				Step 1 - Engage with departments to put together a list of various recruitment strategies.	Klaassen	○										
Task 7 - Develop a comprehensive onboarding program.	Klaassen	2026	○	Step 2 - Build team to gauge effectiveness of current strategy.	Klaassen	○										
				Step 3 - Develop updated list of recruitment tools and strategies.	Klaassen	○										
Task 8 - Create outreach and awareness plan for all city departments and positions.	Klaassen	2025	○	Step 4 - Roll out to HR and departments.	Klaassen	○										
				Step 1 - Build relationships with schools.	Zuidema	●										
Objective 2 - Complete citywide wage study	4th	Vande Griend	2025	●	Task 1 - Complete a comprehensive wage survey for all full-time positions	Vande Griend	2025	●	Step 2 - Create plan to regularly interact at all levels in Wyoming schools.	Zuidema	●					
									Step 3 - Monitor job fairs; register; attend - develop a list of departmental experts who can accompany HR to the job fairs if they are industry-specific.	Zuidema	○					
Task 2 - Implement changes to wage ranges as recommended by the consultant and approved by Council and/or Manager.	Vande Griend	2025	○	Task 6 - Develop a plan for ongoing review of job descriptions.	Klaassen	2025	●		Step 1 - Assess current onboarding processes throughout the city.	Klaassen	○					
				Task 7 - Develop a comprehensive onboarding program.	Klaassen	2026	○	Step 2 - Build team to develop standardized onboarding process to follow for all departments (with room for variation for department-specific needs) (consider quarterly check-ins with groups of employees and regular check-ins thereafter / stay interviews and/or surveys).	Klaassen	○						
Objective 3 - Assess/improve staff technology competence.	5th	Vande Griend	2025	●	Task 1 - Provide on-going training opportunities for city staff to improve proficiency with citywide software programs	Vande Griend	2025	●	Step 3 - Implement onboarding program.	Klaassen	○					
									Step 4 - Roll out to HR and departments.	Klaassen	○					
Objective 4 - Create customer service expectations and experience.	6th	Vande Griend	2028	○	Task 1 - Develop and implement customer service standards; create awareness of these standards through training.	Zuidema	2028	○	Steps to be determined working with a diverse team of city representatives.	Klaassen	○					
									Step 1 - HR include request for comprehensive wage study in FY 2024-2025 budget. Council approve budget including funds for comprehensive wage study.	Vande Griend	●					
Task 2 - Review, update, and create awareness of department specific and citywide social contracts for internal customer service.	Vande Griend	2027	○	Step 2 - Develop bid specifications working with the Deputy City Manager and Purchasing.	Vande Griend	○										
				Step 3 - Review bids, interview consultant, make recommendation for Council award of bid.	Vande Griend	○										
Objective 5 - Develop plan for more diverse city leadership.	7th	Vande Griend	2026	○	Task 1 - Assemble the DEI task force and re-implement an HR representative as a permanent and active member of the task force.	Martin	2024	○	Step 4 - Consultant completes work and presents to the city. Presentation to Council and/or Manager. Approval of plan.	Vande Griend	○					
									Step 5 - Include budget impact for each department in personnel budgeting for FY 2026. Council approve budget including funds for pay adjustments as part of plan.	Vande Griend	○					
Task 2 - Continue the Talent and Supervisory Development Program and engage with Department Heads and staff to ensure equal opportunity for attendance.	Vande Griend	2025	○	Step 1 - Engage with unions for updates to bargaining unit classification and salary schedules just ahead of contract expiration.	Vande Griend	○										
				Step 2 - Update payroll system with new scales; update classification and salary schedules; update job posting database.	Yenchar	○										
Objective 3 - Assess/improve staff technology competence.	5th	Vande Griend	2025	●	Task 1 - Provide on-going training opportunities for city staff to improve proficiency with citywide software programs	Vande Griend	2025	●	Step 3 - Follow through with implementation.	Vande Griend	○					
									Step 1 - Coordinate with IT 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) (Goal 2, Objective 4).	Vande Griend	●					
Task 1 - Develop and implement customer service standards; create awareness of these standards through training.	Zuidema	2028	○	Step 2 - Engage with the departments who are identified as leads of the various citywide software programs (e.g. IT for OnBase, HR for e-Applicant, Finance for e-Bidder, Finance for Logos/New World) to develop user guides and training.	Klaassen	○										
				Step 3 - Include technology/software training opportunities with the 2025 annual training plan and calendar.	Klaassen	○										
Task 2 - Review, update, and create awareness of department specific and citywide social contracts for internal customer service.	Vande Griend	2027	○	Step 2 - Establish and lead a committee of city staff from multiple departments and positions to develop and recommend citywide customer service standards. Engage with Communications Team to develop materials consistent with the city's brand.	Zuidema	○										
				Step 3 - Present recommendations to City Manager's Office and Department Heads, request input, and finalize City of Wyoming Customer Service Standards.	Zuidema	○										
Objective 4 - Create customer service expectations and experience.	Vande Griend	2027	○	Step 4 - Create awareness of City of Wyoming Customer Service Standards and expectations. Include in onboarding materials, facilitate event to engage employees (introduce standards), distribute citywide.	Zuidema	○										
				Step 5 - Add customer service training to all future HR annual training opportunities and calendars.	Klaassen	○										
Task 1 - Assemble the DEI task force and re-implement an HR representative as a permanent and active member of the task force.	Martin	2024	○	Step 1 - Facilitate a collaborative session with the attendees of the City Manager's Department Head meetings to update the social contract.	Vande Griend	○										
				Step 2 - Engage with Department Heads to assist with facilitation of updating each department's social contract.	Vande Griend	○										
Task 2 - Continue the Talent and Supervisory Development Program and engage with Department Heads and staff to ensure equal opportunity for attendance.	Vande Griend	2025	○	Step 3 - Create awareness of social contracts through department meetings and Onboarding process.	Vande Griend	○										
				Step 4 - Establish a 3-year review plan for Social Contracts.	Zuidema	○										
Objective 5 - Develop plan for more diverse city leadership.	Vande Griend	2025	○	Step 1 - Implement an application-based process for participation in the Talent and Supervisory Development Program.	Vande Griend	○										
				Additional steps to be determined based upon discussion with Department Heads and City Manager's Office.		○										

CITY OF WYOMING BUDGET AMENDMENT


Date: August 19, 2024

Budget Amendment No. 004

To the Wyoming City Council:

A budget amendment is requested to reappropriate additional funds for open purchase orders, capital outlay, uncompleted projects, and other encumbrances from the 2023-2024 fiscal year to the 2024-2025 fiscal year per the attached schedule.

<u>Summary of Changes by Fund</u>	<u>Revenue</u>	<u>Expense</u>	<u>Change in Fund Balance</u>
Local Streets Fund	\$ -	\$ 110,562.00	\$ (110,562.00)
Public Safety Fund	\$ -	\$ 1,730.00	\$ (1,730.00)
Capital Improvement Fund	\$ -	\$ 5,816.00	\$ (5,816.00)
Water Fund	\$ -	\$ 74,400.00	\$ (74,400.00)
Capital Projects Revolving Fund	\$ -	\$ 217,208.00	\$ (217,208.00)

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

City of Wyoming
Schedule of Reappropriations
 From FY24 to FY25
 Budget Amendment No. 4
 August 19, 2024

<u>Account No.</u>	<u>Purpose</u>	<u>Revenue</u>	<u>Expense</u>
Local Streets Fund			
<u>Public Works Street Maintenance</u>			
203-441-46300-972.510	2024 Wyoming resurfacing		<u>110,562.00</u>
Public Safety Fund			
<u>Police Patrol</u>			
205-301-31500-740.000	Police equipment - pepper spray, fogger, sprayer		<u>1,730.00</u>
Capital Improvement Fund (millage)			
<u>Capital Projects</u>			
401-441-57300-972.573	Watermain reconstruction - Greenfield (Porter to Chicago Dr)		<u>5,816.00</u>
Water Fund			
<u>Water Treatment Plant</u>			
591-537-57300-986.444	Online chlorine analyzers		<u>74,400.00</u>
Capital Projects Revolving Fund			
<u>Capital Projects</u>			
805-000-57300-975.000	City Hall and police building security upgrades (card readers)		17,208.00
805-000-57300-975.000	City Hall structural renovations for improved security		<u>200,000.00</u>

RESOLUTION NO. _____

RESOLUTION APPROVING, AND AUTHORIZING AND DIRECTING THE MAYOR AND
CITY CLERK TO SIGN AN INDIGENT DEFENSE COLLABORATION CONTRACT

WHEREAS:

1. Wyoming as the court funding unit for the 62-A District Court, Walker and Grandville as the court funding units for the 59th District Court, and Kentwood as the court funding unit for the 62-B District Court wish to work collaboratively with Kent County collaboratively address their respective obligations under the Michigan indigent defense commission act, 2013 PA 93, MCL 780.981 *et seq.* ("PA 93"), securing a single grant from the Michigan Indigent Defense Commission ("MIDC") for use, in conjunction with their respective "local shares," to fund indigent defense services and administration.
2. Kent County intends to provide those services and administration through a new county department.
3. This governing body believes the proposed collaboratively arrangement will improve indigent defense services provided in the courts for which they are local funding units and provide more efficiency.

NOW, THEREFORE, BE IT RESOLVED:

1. The Indigent Defense Collaboration Contract (the "Contract") is approved in substantially the form attached as Exhibit A and the Mayor and City Clerk are authorized and directed to sign the Contract for the City.
2. With the signing of the Contract, Grandville, Kentwood, Walker and Wyoming are each withdrawing from the December 21, 2021 Indigent Defense Collaboration Contract among them such that under its subsection 5.B, that 2021 contract is terminated.
3. All resolutions and parts of resolutions are, to the extent any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on August 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Exhibit A

Resolution No. _____

CITY OF WYOMING

MEMORANDUM

City Attorney | 2650 DeHoop Ave. SW, Suite B, Wyoming MI 49509
616.265.3060 | Fax 616.265.3063 | wyomingmi.gov

To: Grandville City Council, Kentwood City Commission, Walker City Commission, and Wyoming City Council

From: Scott Smith, Wyoming City Attorney

Date: August 19, 2024

Subject: Indigent Defense Services – Kent County Collaboration

The Michigan indigent defense commission act, 2013 PA 93 (**MIDC Act**), was amended in 2018 to provide state funding for the state's mandate for local court funding units to provide increased defense attorney services for indigent criminal defendants consistent with standards established by the MIDC. As amended, the MIDC Act requires local court funding units, including our cities, to contribute only the amounts they spent for indigent defense before MIDC Act enactment adjusted for inflation (**local shares**) with additional funding provided by MIDC grants. Soon after enactment of the 2018 amendment, representatives of Kent County, other court funding units in Kent County, and the courts in Kent County, began meeting to plan for compliance with the MIDC Act requirements.

At that time, our cities' representatives asked county representatives to provide indigent defense services for all district and circuit courts in the county. The county (nicely, but firmly) declined to do so at that time. Consequently, our four cities decided to collaboratively provide indigent defense service in the 59th, 62-A, and 62-B district courts (the **cities' courts**), thinking it would minimize costs. Because Wyoming had in-house legal counsel, its staff facilitated that collaborative effort. The collaboration worked well, though its efforts were not always well received by the MIDC. We contracted for indigent defense services with the Kent County Office of the Defender (**KCOD**) and, to provide services when KCOD had conflicts, with some outside attorneys and law firms.

The cities and cities' courts were not always pleased with the indigent defense services. The county and courts for which the county is the local court funding unit also were not always pleased with the services. Furthermore, due mostly to increasing MIDC requirements, costs were increasing. In fact, MIDC staff insisted our cities hire an administrator and Paul VanGessel was hired to serve that role.

The county commissioned an independent study the results of which led the county to establish a new county department to provide indigent defense services by action taken on July 18, 2024, by the Board of Commissioners. That action contemplated that the county department would also provide those services in the cities' courts, thereby relieving our cities of that effort. In anticipation that the county would do so, both the county and our cities submitted plans to the MIDC pursuant to which the county will provide those services beginning at the start of the state's fiscal year on October 1, 2024.

The county has proposed an indigent defense collaboration contract closely modeled on our cities' current collaboration agreement. Under the proposed contract, our cities will now transmit their respective local shares to the county, rather than to Wyoming. The county will then be the MIDC grant recipient (rather than Wyoming) and administer and provide all indigent defense services for the cities' courts. This is essentially what we sought in 2018.

As you may know, Kirsten Holz served as part of the county's indigent defense administration and was a key to the transition away from KCOD to the new county department. Governor Whitmer recently appointed Ms. Holz to replace retiring Judge Smolenski in the 63rd District Court beginning August 12, 2024. This leaves the county transition team short-handed. To help address the county's need, our administrator, Mr. VanGessel, will now be assisting in that effort, essentially accelerating our transition to the county.

We would appreciate each of your adopting the attached resolution (or a similar resolution) to approve the proposed indigent defense collaboration contract among our cities and Kent County and returning your signed signature page to me. I will provide your clerks a copy of the fully signed contract when it is assembled.

Exhibit A
INDIGENT DEFENSE COLLABORATION CONTRACT

INDIGENT DEFENSE COLLABORATION CONTRACT

This Indigent Defense Collaboration Contract is made as of October 1, 2024 among the City of Grandville, 3195 Wilson Ave SW, Grandville, MI 49418 (Grandville) and the City of Walker, 4243 Remembrance Rd NW, Walker, MI 49534 (Walker), as the court funding units for the 59th District Court, the City of Wyoming, 1155 28th St SW, Wyoming, MI 49509-0905 (Wyoming), as the court funding unit for the 62-A District Court, the City of Kentwood, 4900 Breton Ave SE, PO Box 8848, Kentwood, MI 49518 (Kentwood), as the court funding unit for the 62-B District Court (together the "Cities") and the County of Kent, 300 Monroe Ave., NW Grand Rapids, MI 49503-2206 (the "County").

RECITALS

A. Pursuant to the Michigan Indigent Defense Commission Act, 2013 PA 93, MCL 780.981 *et seq.* (MIDC Act), the Michigan Indigent Defense Commission (MIDC), under the aegis of the Michigan Department of Licensing and Regulatory Affairs (LARA), promulgated minimum standards for indigent criminal defense (MIDC Standards) and provides grants to court funding units for funds exceeding amounts each court funding unit historically provided for indigent criminal defense (commonly known as "local shares") that are needed to implement those standards (MIDC grants).

B. In 2021, the Cities entered into a contract to form and act as a joint venture under the municipal partnership act, 2011 PA 258, MCL 124.111 *et seq.*, to delegate to and authorize and empower Wyoming to exercise and perform on each and all the Cities' behalf rights, duties, and obligations under the MIDC Act and for providing indigent criminal defense services in the Courts.

C. The Cities and the County now want to collaborate and enter into this Contract under which the County would administer and provide indigent defense services as the sole MIDC grant recipient, administering indigent defense services for people qualified to receive such services for the 59th, 62-A and 62-B District Courts along with the 63rd District Court and the 17th Circuit Court for which the County already is the MIDC grant recipient, administering and providing indigent defense services (collectively the "Courts").

TERMS AND CONDITIONS

For the consideration provided within or required by this Contract, the Cities and County agree:

1. **County as Agent and Fiduciary.** The County will serve as the single MIDC grant recipient and the agent and fiduciary for all the Cities and County for MIDC grants.
- A. As the agent and fiduciary, the County will use its reasonable best efforts to do all the following:
 1. Submit grant applications (including proposed compliance plans and cost analyses),
 2. Sign grant contracts,
 3. Administer grants,
 4. Ensure grant compliance,
 5. Select and sign contracts with indigent defense attorneys and firms,
 6. Assign defense attorneys,
 7. Account for all funds (grant funds, local shares, and any other funds) in accordance with MIDC, legal, Michigan Department of Treasury, and other requirements and with generally accepted governmental accounting practices,
 8. Include the funds in the County's annual audit,
 9. Employ, consistent with the County's human resources policies and practices, any personnel to be employed under MIDC approved compliance plans and cost analyses,

10. File quarterly reports and other documents as needed with the MIDC,
11. Implement MIDC standards as they take effect,
12. Review and approve requests for, engage, review, and approve bills from, and otherwise provide investigators, experts, social workers, and other professionals in accordance with applicable laws, court rules, and MIDC requirements and guidelines,
13. Review and approve bills from criminal defense attorneys,
14. Make payments from funds in accordance with MIDC requirements, applicable law, and County policies,
15. Review and approve other MIDC approved expenses, such as those submitted by one or more of the Cities for capital improvements, equipment, or other reimbursements,
16. Address indigent criminal defense issues in any of the Courts raised by court personnel, judges, criminal defense attorneys, prosecutors, criminal defendants, or others,
17. Observe the Courts for compliance with MIDC requirements,
18. Make indigency determinations and/or review compliance with the indigency standard and assigned counsel requirements,
19. Ensure appointed indigent criminal defense counsel conduct timely initial interviews,
20. Ensure appointed criminal defense counsel comply with MIDC standards and requirements (including educational and training requirements) and with Michigan Rules of Professional Conduct (MRPC),
21. Update the Cities and, as needed, other parties on legal and other developments affecting indigent criminal defense services in the Courts, and
22. Perform any other tasks, duties, responsibilities or obligations regarding oversight and administration of indigent criminal defense services in the Courts as required by the MIDC.

B. The Cities individually and jointly authorize and empower the County to act for each and for all the Cities for all purposes under the MIDC Act and under MIDC grant contracts including, without limitation, providing and performing all the tasks, duties, responsibilities, and obligations listed in subsection 1 .A.

C. The Cities understand and agree that, as provided in section 2 of this Contract, the County's performance of its role as grant recipient and fiduciary and the tasks, duties, responsibilities, and obligations as provided in subsection I.A is limited to what can be done within the funding provided by MIDC grants and the local shares.

D. The Cities understand and agree that, except for the tasks, duties, and obligations listed in paragraphs 1.A.7, 1.A.8, and 1.A.14 to be performed by the County's Fiscal Services Department staff, the County will employ an individual to serve as the full-time Public Defender for the Cities in accordance with section 3 of this Contract (Public Defender) who will be individual to perform and/or oversee other individuals who together perform the tasks, duties, responsibilities, and obligations as provided in subsection I.A and exercise the authority and powers granted under subsection 1.B of this Contract. This delegation is made to accomplish several objectives, among which are:

1. The Public Defender is a position recognized by the MIDC therefore, it is a position fully funded by MIDC grants and local shares. Costs of that position will not be paid from any County funds other than its local share. It has been a goal of the Cities to ensure indigent defense costs incurred by each of them do not exceed their respective local shares and to eliminate or minimize involvement by other members of the Cities' staffs.

2. The County employs in-house legal staff in the Corporate Counsel's Office. The Public Defender will not be part of the Corporate Counsel's Office or report to the Corporate Counsel. The County also employs the County Prosecutor and other attorneys in the Prosecutor's Office. The Public Defender will not be part of the Prosecutor's Office or report to the Prosecutor. The Public Defender

will report directly to the County Administrator. This separation will avoid conflicts of interest or the appearance of possible conflicts of interest.

3. The Public Defender will be addressing the indigent defense interests of the County and all the Cities and all the Courts. In discharging this responsibility, the Public Defender will provide copies of its quarterly filings with the MIDC and a copy of performance measures reports given to the County's Board of Commissioners to the Cities.

2. Funding and Finances. The County's obligations, duties, responsibilities, and actions under this Contract shall be funded solely by the local shares, by MIDC grants, and by other funding as may be made available to the County to fund indigent criminal defense services in the Courts.

A. No later than the latter of (i) 10 days after the start of the state's fiscal year (currently, that would be October 10 of each year), or (ii) 10 days after the County and MIDC have fully signed the MIDC grant agreement providing funds for that state fiscal year, each of the Cities shall transmit to the County their respective local share for that fiscal year. This is the only funding commitment any of the Cities is making under this Contract. However, this does not preclude any of the Cities from providing additional funding should it be authorized by that City's governing body.

B. All funds currently held by the Cities and the County for indigent criminal defense services shall be conveyed to and held by the County and used only for those purposes and in accordance with MIDC grant contracts, applicable law, and generally accepted governmental accounting practices.

3. Indigent Defense Public Defender. To the extent provided under an MIDC-approved compliance plan and to the extent funded by MIDC grants and the local shares, the County shall employ an attorney to serve as the Public Defender for the Cities and the County in accordance with:

A. The County will, in accordance with its human resources policies and practices and in its sole discretion, employ an individual to serve as the Public Defender for the Cities, the County, and the Courts.

1. The County intends that the Public Defender be employed as an at-will employee serving at the pleasure of the County Administrator with employee benefits like those of other individuals similarly employed by the County.

2. To be clear, the Public Defender will be employed solely by the County and the County is solely responsible for the Public Defender's employment terms and conditions. The County is solely responsible for any compensation paid to, supervision of, and all personnel actions regarding the Public Defender. The County is solely responsible for payroll taxes and withholding. None of the Cities shall have any obligation to, supervision of, or control of the Public Defender.

B. Among the duties, obligations, and responsibilities of the Public Defender are:

1. Preparing and filing quarterly MIDC reports,
2. Preparing and filing annual MIDC grant applications including compliance plans and cost analyses,
3. Annual budgeting in accordance with the County's process,
4. Reviewing and processing payment requests from the indigent defense fund comprised of MIDC grant funds and local shares,
5. Administering indigent defense counsel contracts, including conflict counsel contracts, taking actions to terminate, amend, or renew such contracts as appropriate or enter contracts with additional indigent defense attorneys,
6. Verifying indigent defense counsel has had timely initial interviews with clients,
7. Ensuring indigent defense attorneys meet education and training requirements,
8. Observing, reviewing, evaluating, and, perhaps occasionally, mentoring indigent defense attorneys,

9. Implementing the indigency standard and ensuring compliance with it,
10. Observing courts for compliance with standards and court rules, and interacting with judges and court personnel as needed,
11. Participating in the County's annual audit of the program funds,
12. Addressing indigent defense related issues and concerns raised by prosecutors, courts, clients, or others,
13. Approving expert and investigator requests within the funds budgeted for them,
14. Assigning cases to indigent defense attorneys who may be County employees or attorneys in private practice, or the County may meet this requirement by contracting with one or more other entities to provide needed indigent defense counsel,
15. Monitoring MIDC developments, including MIDC agendas, staffing changes, etc.
16. Proactively and as needed, interacting with MIDC staff,
17. Attending MIDC meetings when appropriate,
18. Updating indigent defense attorneys, court personnel, and others of changes in statutes, court rules or other law that may affect indigent defense services,
19. Recommending changes in approaches, operations, etc. as may, in the Public Defender's opinion, be needed, prudent, or beneficial,
20. Performing any other tasks or responsibilities needed to ensure indigent defense attorney services comply with applicable law, court rules, MIDC standards, the MIDC grant agreement, MRPC, County policies and procedures, and other applicable requirements, and
21. Performing administrative tasks as may be assigned or required by the County Administrator or as reasonably requested by other County personnel, such as Human Resources or Fiscal Services personnel, to comply with applicable law and County policies.

4. Withdrawal or Termination.

- A. Any of the Cities may withdraw from this collaborative joint venture effective at the end of a state fiscal year (currently, September 30) by providing notice not later than March 15 of that year. Upon withdrawal, the remaining Cities and County will no longer provide indigent defense services for, apply for MIDC grants for, or undertake other services, duties or obligations under this Contract related to the one of the Courts for which the withdrawing party is the court funding unit. Because Grandville and Walker are both court funding units for the 59th District Court, the withdrawal of either of them will serve as the withdrawal of both even if the other wishes to remain a party.
- B. This collaboration will terminate if the County or the court funding units for any two of the Courts withdraw.
- C. Upon withdrawal or termination, any remaining funds and all property acquired with the funds shall be disposed of or disbursed in a manner acceptable to the MIDC.

5. General Provisions.

- A. Each party had input in drafting of this Contract, so it is to be construed as mutually drafted.
- B. This agreement, including Recitals, is the entire agreement between the parties.
- C. Only the Cities and the County are intended to benefit from this Contract. It is not intended to benefit or to give rights to any other party.
- D. No lawsuit may be brought pursuant to or to enforce this Contract unless the Cities or County have first expressed their respective positions in writing and met to resolve any dispute.

E. By signing this contract, the parties authorize the County to take all actions required of it under this Contract.

F. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The Cities and County have signed this contract as of the date first written above.

[Signed on succeeding pages.]

County of Kent

By: _____
Stanley J. Stek, Board Chairperson

By: _____
Lisa Posthumus Lyons, County Clerk

Date signed: _____, 2024

Board of Commissioners approved: _____, 2024

City of Grandville

By: _____
Steve Maas, Mayor

By: _____
Marci Poley-Kwiatkowski, City Clerk

Date signed: _____, 2024

City Council approved: _____, 2024

City of Kentwood

By: _____
Stephen C. N. Kepley, Mayor

By: _____
Dan Kasunic, City Clerk

Date signed: _____, 2024

City Commission approved: _____, 2024

City of Walker

By: _____
Gary Carey, Jr., Mayor

By: _____
Deborah Goudy, City Clerk

Date signed: _____, 2024

City Commission approved: _____, 2024

City of Wyoming

By: _____
Robert Postema, Mayor Pro Tem

By: _____
Kelli A. Vandenberg, City Clerk

Date signed: _____, 2024

City Council approved: _____, 2024

Approved as to form:

Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE SIGNING OF A JULY 2024
AMENDMENT TO AN AREA AGENCY ON AGING OF WESTERN MICHIGAN
GRANT CONTRACT

WHEREAS:

1. The City of Wyoming and Area Agency on Aging of Western Michigan (AAAWM) have an established mission to serve and support senior citizens.
2. The City of Wyoming and AAWM have a contract, contract number 51.98, approved by City Council Resolution No. 27493, to provide transportation assistance services for the period of October 1, 2022, ending September 30, 2025, subject to annual funding availability.
3. Various designated staff positions are required to complete and submit service and financial reports for contract reporting. From time to time, these positions may experience staff changes during the period of the contract necessitating updating of their names as signature authority to ensure timely reporting.
4. Funding amounts vary from year to year and AAWM has proposed a contract amendment dated as of July 22, 2024, that includes the funding distribution schedule dated 7/22/2024 and increased funding for the current fiscal year (July 2024 Amendment).

NOW, THEREFORE, BE IT RESOLVED:

1. The July 2024 Amendment is approved and the Director of Parks and Recreation or Assistant Director of Parks and Recreation are authorized to sign for the city the July 2024 Amendment and any other reports, certifications, financial statements or other documents related to the contract as amended.
2. City Budget Amendments 6 and 7 are also approved.
3. All resolution and parts of resolutions are, to the extent of conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on the August 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendments

Staff Report

Contract Amendment dated as of July 22, 2024

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT


Date: August 19, 2024

Budget Amendment No. 006

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$1,000 of budgetary authority to provide funding for older adult transportation assistance and recognize the associated revenue from the Area Agency on Aging of West Michigan for grant year ending September 30, 2024.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Federal Grant Revenue				
208-523.000	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Senior Center - Other Services Go Bus Tickets				
208-751-75800-956.200	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

CITY OF WYOMING BUDGET AMENDMENT

Date: August 19, 2024

Budget Amendment No. 007

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$13,000 of budgetary authority to provide funding for older adult transportation assistance and recognize the associated revenue from the Area Agency on Aging of West Michigan for grant year October 1, 2024 to September 30, 2025.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Parks and Recreation Fund</u>				
Federal Grant Revenue				
208-523.000	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00
Senior Center - Other Services Go Bus Tickets				
208-751-75800-956.200	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00
Fund Balance/Working Capital (Fund 208)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: August 8, 2024

Subject: Contract Amendment for the Older Adult Transportation Assistance Program

From: Chad Boprie, WSC Manager

CC: Krashawn Martin, Director of Parks and Recreation
Jodi Yenchar, Finance Director

Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended City Council approve a contract amendment with the Area Agency on Aging of Western Michigan (AAAWM) to provide older adult transportation assistance. The changes provide a \$1,000 increase in the FY 2023-24 grant award to provide additional funding and confirms a \$13,000 grant award to provide the annual funding for the Wyoming Senior Center's (WSC) Older Adult Transportation Program.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – COMMUNITY
 - GOAL 3 – Enhance community engagement and recreational opportunities for our residents.

DISCUSSION:

The City of Wyoming and the Area Agency on Aging of Western Michigan (AAAWM) has an established contract, contract #51.98, to provide transportation assistance services for the period of October 1, 2022, through September 30, 2025, subject to annual funding availability.

The AAAWM Board of Directors approved annual grant funding of \$12,000 for the period of October 1, 2023, through September 30, 2024. This is an increase of an additional \$1,000 to continue the program through the end of the current grant fiscal year. The AAAWM Board of Directors also approved annual grant funding of \$13,000 specifically for the period of October 1, 2024, through September 30, 2025.

Our program continues to be recognized and highlighted by AAAWM for its innovation as it provides essential service to older adults in the community.

BUDGET IMPACT:

The expense for transportation tickets is budgeted in 208-751-75800-956.200.
Two budget amendments – numbers 6 and 7 – are included.

Attachments:
Contract Amendment and Budget Amendments



The Source for Seniors

EXECUTIVE COMMITTEE

CHAIRPERSON
Bill Routley

VICE CHAIRPERSON
Carol Hennessy

SECRETARY
Ron Bacon

TREASURER
Chuck Hazekamp

MEMBER-AT-LARGE
Nancy Nielsen
Marilyn Burns

ADVISORY COUNCIL CHAIRPERSON
Barbara Hazlett

CEO
Kendrick Heinlein

BOARD OF DIRECTORS

ALLEGAN COUNTY
Com. Mark DeYoung
Stuart Peet

IONIA COUNTY
Com. Larry Tiejema
Edna Albert

KENT COUNTY
Com. Carol Hennessy
Nancy Nielsen

LAKE COUNTY
Com. Kristine Raymond
Marilyn Burns

MASON COUNTY
Com. Ron Bacon

MECOSTA COUNTY
Com. Bill Routley
Sharon Bongard

MONTCALM COUNTY
Com. Ron Baker
Chuck Hazekamp

NEWAYGO COUNTY
Com. Richard Fitzpatrick
Ken DeLaat

OSCEOLA COUNTY
Com. Timothy Michell
Dawn Montague

CITY OF GRAND RAPIDS
Com. Lisa Knight
Jane DeVries

3215 EAGLECREST DR NE
GRAND RAPIDS, MI

49525-7005
Ph: 616.456.5664
Fx: 616.456.5692

1.888.456.5664
www.aaawm.org

7/26/2024

Krashawn Martin, Parks & Recreation Director
Wyoming Senior Center
1155 - 28th Street SW
Wyoming, MI 49509

Dear Krashawn:

On 07/22/2024, the Area Agency on Aging of Western Michigan (AAAWM) Board of Directors met and approved a change in total funding for City of Wyoming for Fiscal Year 2024. This change in funding is detailed below, as well as on the attached Older Americans Act Funding Distribution Schedule (Attachment II).

Service Name	Original Funding	Amendment Funding
Transportation – Public	\$12,000	\$13,000
Total Funding Change:		\$ 1,000

Congratulations on your additional funding! If you have any questions, please contact your Contract Administrator, Sabrina Minarik, at (616) 222-7014 or SabrinaM@aaawm.org. Please note that we are unable to release any additional dollars until the attached contract amendment has been signed and returned to AAAWM.

We appreciate our continued partnership with your organization to provide services for the older adults throughout Region 8.

Sincerely,

Kendrick Heinlein
Chief Executive Officer

C: Mayor Kent Vanderwood, City of Wyoming

Mission: Provide older persons and persons with a disability an array of services designed to promote independence and dignity in their homes and their communities.

Area Agency on Aging of Western Michigan
 Older Americans Act (OAA) Funding Distribution
 Contract Period: October 1, 2023 – September 30, 2024

Funding as of: July 22, 2024

Partner: Wyoming, City of

Service:	Funding Source	CFDA	Award Amount	Change in Funding	Adjusted Award
1. Transportation - Public	IIIB	93.044	\$7,000	\$1,000	\$8,000
	IIIB (ARPA)	93.044	\$5,000		\$5,000
	Total for Service:			\$12,000	\$1,000

Total Funding:	\$12,000	\$1,000	\$13,000
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CONTRACT AMENDMENT
STATEMENT OF PURPOSE

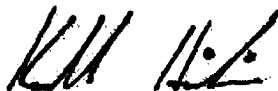
The Area Agency on Aging of Western Michigan, Inc. (AAAWM), a Michigan non-profit Corporation, and City of Wyoming (Service Partner), a Michigan municipality, entered in Contract numbered 51.98 in which the Service Partner undertook to provide certain services with state and federal funding for the three-year period ending 9/30/2025. The parties now agree to amend the provisions of that contract.

AGREEMENT OF PARTIES

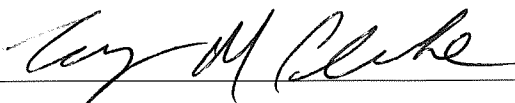
As of July 22, 2024, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2023 through September 30, 2024, as provided in the Contract of 10/01/2022 through 9/30/2025 shall not exceed **\$13,000.00 (Thirteen thousand and 00/100 dollars)**.
2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.
3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2023 through September 30, 2024, as specified in the Contract of 10/01/2022 through 9/30/2025, shall not be less than **\$1,444.00 (One thousand four hundred forty-four and 00/100 dollars)**.
4. That Service Budget Attachment I-A (dated 8/18/2022) is deleted, and Service Budget Attachment I-A (dated 7/22/2024) is added.
5. The Older Americans Act Funding Distribution Schedule (Attachment II), dated 4/22/2024, is deleted and Older Americans Act Funding Distribution Schedule (Attachment II), dated 7/22/2024, is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NON-PROFIT CORPORATION

By: 
Kendrick Heinlein, Chief Executive Officer

7/26/2024
Date

By: 
Person Authorized to Sign for Service Partner

7/29/24
Date

Name & Title: Lynn M Clarke, Assistant Director

UNIT RATE BUDGET

Older Americans Act FY2024

Partner: City of Wyoming
 Service: Transportation - Public
 Date: 07/22/2024 Budget Period: 10/1/23-9/30/24
 Prepared by: Chad Boprie

(Use whole dollar amounts unless otherwise specified)

I. FUNDING SUMMARY			
1.	Federal Funds Awarded		\$13,000
1a.	One-time Federal Funds Awarded		\$0
2.	State Funds Awarded		\$0
2a.	One-time State Funds Awarded		\$0
3.	TOTAL AAAWM FUNDING:		\$13,000
II. UNIT COST ANALYSIS			
<i>(Per Unit: Dollars and Cents - 2 decimal places)</i>			
4.	Administration & Fundraising Expenses		\$1.39
5.	Direct Service Cost		\$0.00
6.	Equipment & Supplies		\$3.50
7.	Other (Occupancy, Communication, etc.)		\$0.00
8.	Total Cost BEFORE Match:		\$4.89
9.	Less 10% Unit Match		\$0.49
10.	Unit Rate to be Paid by AAAWM to Service Partner:		\$4.40
III. OTHER RESOURCES			
11.	Projected Program Income		\$5,288
12.	Other Resources		\$0
IV. LOCAL MATCH			
Required Match Amount: \$1,444			
	Source of Local Match	Cash	In-Kind
			Total
13.	City of Wyoming	\$0	\$4,400
14.			\$0
15.			\$0
16.			\$0
17.	Total Match:	\$0	\$4,400
<i>(total match on line 17 must be equal to/greater than Required Match Amount above)</i>			
V. UNITS & CLIENTS			
18.	Total Number of Units to be Provided		2,955.00
19.	Estimated Number of Clients to Receive Service		80

VI. PROGRAM COST NARRATIVE

(Complete this section by describing the basis for unit rate expenses in each category)

- A. **Administration & Fundraising:**
 1.39 represents the time administrative staff spends managing ticket sales, reporting, and making phone calls to participants.
- B. **Direct Service Cost:**
 N/A
- C. **Equipment & Supplies:**
 \$3.50 represents the amount we pay for tickets.
- D. **Other:**
 N/A

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
THREE CHEVROLET BLAZERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of three Chevrolet Blazers from Berger Chevrolet Inc. using the State of Michigan MiDEAL contract pricing at a cost of \$36,899 each.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of three Chevrolet Blazers from Berger Chevrolet Inc. using the State of Michigan contract pricing in the total estimated amount of \$110,697.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2024:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Proposal

Resolution No. _____

STAFF REPORT

Date: August 12, 2024
Subject: Inspections Vehicles Purchase for FY 2025
From: Paul Smith, Assistant Director of Community & Economic Development
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community & Economic Development
Meeting Date: August 19, 2024

RECOMMENDATION

It is recommended that City Council authorize the purchase of 3 Chevrolet Blazer LT AWD vehicles for the Building Inspections Fund from Berger Chevrolet Inc. according to State contract MA071B7700177C at \$36,899.00 per vehicle for a total of \$110,697.00.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION

City Council authorized an additional Housing Inspector position in FY 2024 and another in FY 2025. The first Housing Inspector position was filled in the last fiscal year and the second Housing Inspector position is expected to be filled by the end of the next quarter. Each of these positions is subject to a probationary period, where these new employees accompany more experienced inspectors to job sites and acquire on-the-job experience. During these probationary periods, they have not been assigned a vehicle. The FY 2025 budget included funds to provide vehicles for each of these positions, so they can visit job sites independently and manage their own caseloads.

The third vehicle is to be shared among Inspections supervisory staff. These staff members often visit job sites and use their personal vehicles to do so. For inspections at single-family residences, it is best practice to drive a City vehicle, just as it is City policy for all City employees to wear identification badges. Additionally, these staff members represent the City at local and state-wide events and providing a City vehicle is more cost effective than paying mileage for travel in personal vehicles.

BUDGET IMPACT

Sufficient funds have been budgeted in the Building Inspections Fund in Permits – Capital Outlay Vehicles (249-371-37100-985.000), Code Enforcement – Capital Outlay Vehicles (249-371-37100-985.000), and Rental Program – Capital Outlay Vehicles (249-371-37300-985.000) for FY 2025.

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$36,899.00

Number of units 1

Total Bid Amount \$36,899.00

Vehicle Description:

Year 2024

Make Chevrolet

Model Blazer LT AWD

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

Cityof Wyoming

Price includes title fee and delivery. Price based on
Municipal discount in the State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 3/4/2024

RESOLUTION NO. _____

RESOLUTION FOR THE PURCHASE OF AN IPLAN TABLE WORKSTATION

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote for the purchase of a iPlan table workstation from the sole source provider iProjectSolutions LLC dba iPlanTables, LLC in the total amount of \$13,224.23.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of a iPlan table workstation.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Quote
Sole Source Letter

Resolution No. _____

STAFF REPORT

Date: July 23, 2024
Subject: Purchase of an IPlan Table Workstation
From: Lew Manley, Inspections Supervisor
CC: Nicole Hofert, Director of Community and Economic Development
Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended City Council approve the quote for the FM-ELT554K New Facility Manager iPlan Tables Workstation from iProjectsSolutions LLC in the amount of \$13,224.23.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 - Stewardship
 - Goal 2 – Enhance the efficiency and effectiveness of City operations and services

DISCUSSION:

In the past couple of years, the City transitioned away from traditional paper blueprints and now requires electronic versions of these prints. Records retention policy requires the City to retain these blueprints for the life of a structure. Digital files allow City staff to be more efficient with resources and eliminate the need for physical storage of plan sets. For larger commercial or industrial projects, digital prints can be large and difficult to review on a typical 27" computer monitor. These smaller monitors require plan reviewers to look at prints portion-by-portion, which is more time consuming and increases the chance that a reviewer might miss an issue in a plan. Inspections staff identified the need for a workstation with a larger monitor that inspectors are able to collaborate around and also use to perform their individual plan reviews.

Staff recommends purchasing the 55" iPlanTables workstation from iProjectSolutions. This workstation is unique in the marketplace in offering a touchscreen monitor of this size in a standalone cabinet with surge protection and a battery backup system. This workstation also integrates tightly with the BS&A software that the Inspections office uses for recordkeeping, which will streamline the review process and simplify records retention. This is the only touchscreen plan table that integrates with the software packages used by our inspection staff. Due to this unique combination of features and integrations staff recommends this sole source purchase.

BUDGET IMPACT:

Funds for the purchase are budgeted in the Inspections Capital Outlay Computer Equipment account numbers 249-371-37100-984.017, 249-371-37210-984.017 and 249-371-37300-984.017.

CITY of WYOMING

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: August 6, 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: iProjectSolutions LLC d/b/a iPlanTables, LLC
(Name of supplying entity)
A Missouri limited liability company
(State and type of entity, e.g., corporation, limited liability company, etc.)
3831 Fredrick Ave #122
(Supplier's street address)
Saint Joseph, MO 64506
(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:

None.

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


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

City of Wyoming

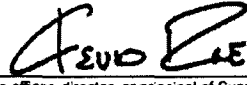
By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Supplier: iProjectSolutions LLC d/b/a iPlanTables, LLC

By: 
(Signature officer, director, or principal of Supplier)
Kevin Rowe CEO
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: 7/24, 2024

CITY OF WYOMING

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 13.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.

A. 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**

iProjectSolutions LLC

kevin.rowe@iprojectsolutions.com

https://iprojectsolutions.com

iProjectSolutions



Estimate

ADDRESS

Lew Manley
City of Wyoming MI
1155 28th St SW
Wyoming, MI 49509

SHIP TO

Lew Manley
City of Wyoming MI
1155 28th St SW
Wyoming, MI 49509

ESTIMATE # 8078

DATE 07/17/2024

EXPIRATION DATE 09/27/2024

ACTIVITY	QTY	RATE	AMOUNT
FM Workstations:FM-ELT554k NEW Facility Manager	1	12,700.00	12,700.00
iPlanTables Workstation			
FM-ELT554k			
Electric lift			
Electric tilt			
55" 4k PCAP touchscreen monitor			
Palm Rejection			
Active IPT Stylus			
2 - 24" rotating side monitors			
i7 PC			
16gb ram			
1 TB hard drive			
4 gb video card			
Side working surface			
Charging Station			
Articulating keyboard tray			
Wireless or wired Ethernet			
Wireless keyboard and mouse			
Webcam			
Surge protector			
Battery back-up			
Heavy Duty Casters			
Touchscreen Cleaning Kit			

Thank you for your business! We take credit cards, ACH payments, and checks can be sent to our remittance address: 3831 Frederick Ave, #122, Saint Joseph, MO 64506

SUBTOTAL	12,700.00
TAX	0.00
SHIPPING	524.23
TOTAL	\$13,224.23

3831 Frederick Avenue #122
Saint Joseph, MO 64506
Attn AP

Accepted By

Accepted Date

3831 Frederick Avenue #122
Saint Joseph, MO 64506
Attn AP



Sole Source Letter

iProjectSolutions is the manufacturer of the iPlanTables workstations and is the only authorized sales, service and support provider. This letter is to confirm that the iPlanTables workstation is a sole source product, manufactured, sold and distributed exclusively by iProjectSolutions. No other company makes a similar or competing product. This product must be purchased directly by companies/municipalities/institutions from iProjectSolutions at the address listed above. There are no agents or dealers authorized to represent this product in your area.

Additionally, competition is precluded by the existence of a secret process or monopoly.

- There is no other like item(s) or product(s) available for purchase that would serve the same purpose or function. iPlanTables' features include:

Side monitors {up to four}

UPS Battery Backup

Web Cam

Surge Protector

External PC Bracket

iPlanTables stands are built entirely by iPlanTables, not a third party and It is fabricated and built in the USA

USA steel materials

3 year inclusive warranty

US State Department certified

If you desire additional information, don't hesitate to contact me at (816) 752-6306 at any time or visit our website at: www.iPlanTables.com

A handwritten signature in black ink that reads "Kevin Rowe".

Kevin Rowe

President / CEO

816-752-6306

kevin.rowe@iprojectsolutions.com

RESOLUTION NO. _____

RESOLUTION TO AWARD THE BID AND AUTHORIZE THE MAYOR AND CITY CLERK TO
SIGN A CITY CENTER TRAILS PROJECT CONSTRUCTION CONTRACT WITH
KATERBERG-VERHAGE, INC.

WHEREAS:

1. The city received 4 bids for the city center trails project with the low bid from Katerberg-Verhage, Inc. in the amount of \$4,142,105.00.
2. The bid amount was well under the estimate of the city's engineering consultant but does not include any contingency amount to address unforeseen conditions or circumstances.
3. Payment for the PermaTrak boardwalk and Western Woods Structures, Inc. (WWSI) wooden bridge materials will require partial or full payments before shipping.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Award to the city center trails project bid to Katerberg-Verhage, Inc., in the amount of \$4,142,105.00 is approved and the Mayor and City Clerk are authorized and directed to sign the construction contract in a form approved by the City Attorney.
2. A 10% contingency is also approved in the amount of \$414,210.00 the expenditure of which will require approval of change order approved and signed by the Community and Economic Director in a form approved by the City Attorney.
3. Payments to Katerberg-Verhage or to PermaTrak and WWSI are authorized to be made as needed to secure the timely fabrication and shipping of the materials those companies are supplying for the project.
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on August 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Bid Results

Award Recommendation Letter

Resolution No. _____

STAFF REPORT

Date: August 13, 2024
 Subject: Award of Bids for City Center Trail Project
 From: Nicole Hofert, Director of Community and Economic Development
 CC: John Shay, City Manager
 Patrick Waterman, Deputy City Manager
 Meeting Date: August 19, 2024

RECOMMENDATION

It is recommended that the City Council approve the contract for the city center trail project with Katerberg VerHage and include a 10% contingency.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 1 – Complete City Center public improvements.

DISCUSSION

As part of the first phase of the city center project, the city has received bids for the construction of trails that include new non-motorized routes around the water tower with connections in and through Pinery Park to Burlingame Avenue and Grance Christian University. The city received four bids outlined below.

Trail Project

<u>Bidder</u>	<u>Bid Amount</u>
Katerberg VerHage	\$ 4,142,105.00
Anlaan Corporation	\$ 4,699,600.00
Epic Excavating	\$ 4,891,889.62
Diversco Construction	\$ 6,206,378.25

It is recommended that the low bidder, Katerberg VerHage be offered the contract for the construction of the first phase of city center trails. Katerberg VerHage meets all bid requirements. The resolution includes a 10% contingency.

The work will begin this fall with completion in the summer of 2025.

BUDGET IMPACT

Adequate funds are available in the City Center Project Fund 496-901-90101-973.002.

ATTACHMENTS

Bid Results – Trail Project

Award Recommendation Letter from Progressive AE

###



August 12, 2024

Nicole Hofert
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Re: Recommendation for Award
City of Wyoming City Center Trails

Dear Nicole,

The City of Wyoming received and opened bids for the City of Wyoming City Center Trails project on August 8, 2024, at 11:00 a.m. Four (4) bids were received for the publicly advertised project, with the summary listed below:

Low Bid	\$4,141,500.00	Katerberg VerHage
2nd	\$4,699,600.00	Anlaan Corporation
3rd	\$4,891,889.62	Epic Excavating
4th	\$6,206,378.25	Diversco Construction

The Engineer's Estimate we provided in July 2024 for this project was \$5,549,703.50. A bid tabulation is attached. We note that there were two multiplication errors in the Katerberg VerHage bid. Per our documents, the individual item costs govern and thus the correct bid amount should be \$4,142,105.00.

We held a follow-up interview with Greg Noorman of Katerberg VerHage. We reviewed the project schedule, subcontractors, and details of several project components. We have also worked with Katerberg VerHage on several successful projects over the past 5 years. We are accordingly confident in their ability to perform this project in accordance with the construction documents and according to the required schedule.

Katerberg VerHage provided an initial schedule which shows significant work being completed this fall with the west segments of the path and construction of the elevated boardwalk in late 2024. The remaining work on the east segments (Pinery Park through Grace Christian University) will occur in 2025.

Based on the above, Progressive Companies recommends that the City of Wyoming award this project to Katerberg VerHage in the amount of \$4,142,105.00. Please execute the attached Notice of Award, which will initiate the process so that they can secure the necessary project bonds and insurances. Once that is completed, an Agreement can be executed.

Please contact me if you have any questions. We look forward to continuing our work with the City.

Sincerely,

Michael J Oezer

Digitally signed by Michael J Oezer
DN: c=US,
E=oezerm@progressiveae.com,
O=Progressive AE, CN=Michael J Oezer
Date: 2024.08.12 15:27:48-04'00'

Michael J. Oezer, PE
Senior Municipal Engineer

MJO/ecy

P:\71740019\05 TRAILS CAIE1 BIDDING NEGOTIATION\Bids\2024 08 12 Wyoming Trails LoR.docx

**CITY OF WYOMING
CITY CENTER TRAILS
BID TABULATION
BIDS RECEIVED AUGUST 8, 2024
PROJECT NO.: 71740019**

ITEM NO.	DESCRIPTION	UNITS	QTY.	ENGINEER'S ESTIMATE		KATERBERG VERHAGE		ANLAAN CORPORATION		EPIC EXCAVATING		DIVERSCO CONSTRUCTION	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
GENERAL													
1	Mobilization, Max	LSUM	1	\$ 283,600.00	\$ 283,600.00	\$ 158,052.65	\$ 158,052.65	\$ 400,000.00	\$ 400,000.00	\$ 90,000.00	\$ 90,000.00	\$ 665,000.00	\$ 665,000.00
2	Project Cleanup	LSUM	1	\$ 7,100.00	\$ 7,100.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 37,000.00	\$ 37,000.00
3	Pavt, Cleaning	LSUM	1	\$ 7,100.00	\$ 7,100.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 11,875.00	\$ 11,875.00
4	Traffic Maintenance - General	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 150,000.00	\$ 150,000.00	\$ 12,850.00	\$ 12,850.00	\$ 32,850.00	\$ 32,850.00
5	Traffic Maintenance - De Hoop	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,650.00	\$ 7,650.00	\$ 27,650.00	\$ 27,650.00
6	Traffic Maintenance - Burlingame	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,725.00	\$ 10,725.00	\$ 30,725.00	\$ 30,725.00
7	Watering and Cultivating, First Season, Min	LSUM	1	\$ 30,550.00	\$ 30,550.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00
8	Watering and Cultivating, 2nd Season, Min	LSUM	1	\$ 38,000.00	\$ 38,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00
TRAILS													
9	Clearing and Grubbing - Stormwater Area	Acre	2	\$ 20,000.00	\$ 40,000.00	\$ 7,500.00	\$ 15,000.00	\$ 12,500.00	\$ 25,000.00	\$ 13,000.00	\$ 26,000.00	\$ 15,300.00	\$ 30,600.00
10	Clearing and Grubbing - Permatrak Area	Acre	0.6	\$ 20,000.00	\$ 12,000.00	\$ 20,000.00	\$ 12,000.00	\$ 13,650.00	\$ 8,190.00	\$ 13,950.00	\$ 8,370.00	\$ 8,190.00	\$ 4,914.00
11	Removing Trees	Ea	16	\$ 500.00	\$ 8,000.00	\$ 300.00	\$ 4,800.00	\$ 560.00	\$ 8,960.00	\$ 580.00	\$ 9,280.00	\$ 560.00	\$ 8,960.00
12	Curb and Gutter, Rem	Ft	228	\$ 10.00	\$ 2,280.00	\$ 20.00	\$ 4,560.00	\$ 16.00	\$ 3,648.00	\$ 8.00	\$ 1,824.00	\$ 24.50	\$ 5,586.00
13	Fence, Rem	Ft	1525	\$ 10.00	\$ 15,250.00	\$ 8.00	\$ 12,200.00	\$ 7.00	\$ 10,675.00	\$ 5.00	\$ 7,625.00	\$ 13.00	\$ 19,825.00
14	Pavt, Rem	Syd	1537	\$ 8.00	\$ 12,296.00	\$ 8.00	\$ 12,296.00	\$ 25.00	\$ 38,425.00	\$ 7.20	\$ 11,066.40	\$ 23.00	\$ 35,351.00
15	Sidewalk, Rem	Syd	646	\$ 15.00	\$ 9,690.00	\$ 10.75	\$ 6,944.50	\$ 35.00	\$ 22,610.00	\$ 45.00	\$ 29,070.00	\$ 15.00	\$ 9,690.00
16	Relocate Shed	LSUM	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,750.00	\$ 1,750.00	\$ 3,785.00	\$ 3,785.00
17	Remove Shed	LSUM	1	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 2,250.00	\$ 2,250.00	\$ 4,450.00	\$ 4,450.00
18	Planter Removal	LSUM	1	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 625.00	\$ 625.00
19	Trail Grading	Ft	9200	\$ 23.00	\$ 211,600.00	\$ 24.00	\$ 220,800.00	\$ 18.00	\$ 165,600.00	\$ 24.00	\$ 220,800.00	\$ 50.55	\$ 465,060.00
20	Subgrade Undercutting	Cyd	2500	\$ 30.00	\$ 75,000.00	\$ 25.00	\$ 62,500.00	\$ 58.00	\$ 145,000.00	\$ 30.00	\$ 75,000.00	\$ 30.00	\$ 75,000.00
21	Erosion Control, Inlet Protection, Fabric Drop	Ea	8	\$ 125.00	\$ 1,000.00	\$ 150.00	\$ 1,200.00	\$ 165.00	\$ 1,320.00	\$ 210.00	\$ 1,680.00	\$ 186.00	\$ 1,488.00
22	Erosion Control, Silt Fence	Ft	6450	\$ 2.75	\$ 17,737.50	\$ 4.00	\$ 25,800.00	\$ 4.00	\$ 25,800.00	\$ 3.00	\$ 19,350.00	\$ 4.15	\$ 26,767.50
23	Mulch Blanket	Syd	1750	\$ 2.00	\$ 3,500.00	\$ 1.50	\$ 2,625.00	\$ 2.00	\$ 3,500.00	\$ 1.50	\$ 2,625.00	\$ 5.50	\$ 9,625.00
24	Aggregate Base, 6 inch	Syd	11578	\$ 18.00	\$ 208,404.00	\$ 16.05	\$ 185,826.90	\$ 25.00	\$ 289,450.00	\$ 9.16	\$ 106,054.48	\$ 34.00	\$ 393,652.00
25	Aggregate Base, 10 inch	Syd	404	\$ 22.00	\$ 8,888.00	\$ 25.00	\$ 10,100.00	\$ 40.00	\$ 16,160.00	\$ 10.16	\$ 4,104.64	\$ 42.40	\$ 17,129.60
26	Screened Bituminous Millings, 6 inches	Syd	365	\$ 10.00	\$ 3,650.00	\$ 13.50	\$ 4,927.50	\$ 27.00	\$ 9,855.00	\$ 10.55	\$ 3,859.75	\$ 27.00	\$ 9,855.00
27	Subbase, Class II Sand, 12 inch	Syd	14403	\$ 15.00	\$ 216,045.00	\$ 7.90	\$ 113,783.70	\$ 18.00	\$ 259,254.00	\$ 11.00	\$ 158,433.00	\$ 6.40	\$ 92,179.20
28	Culv End Sect, Conc, 12 inch	Ea	2	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,020.00	\$ 2,040.00
29	Storm Sewer, Depth Class IV, Concrete, 12 inch	Ft	28	\$ 90.00	\$ 2,520.00	\$ 53.00	\$ 1,484.00	\$ 150.00	\$ 4,200.00	\$ 100.00	\$ 2,800.00	\$ 92.00	\$ 2,576.00
30	Dr Structure Cover, Adj, Case 2	Ea	6	\$ 600.00	\$ 3,600.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00	\$ 1,200.00	\$ 7,200.00	\$ 1,095.00	\$ 6,570.00
31	Hand Patching	Ton	26	\$ 250.00	\$ 6,500.00	\$ 185.00	\$ 4,810.00	\$ 175.00	\$ 4,550.00	\$ 255.00	\$ 6,630.00	\$ 285.00	\$ 7,410.00
32	HMA, 13A	Ton	903	\$ 145.00	\$ 130,935.00	\$ 110.00	\$ 99,330.00	\$ 104.00	\$ 93,912.00	\$ 145.00	\$ 130,935.00	\$ 125.00	\$ 112,875.00
33	HMA, 36A	Ton	678	\$ 155.00	\$ 105,090.00	\$ 118.00	\$ 80,004.00	\$ 112.00	\$ 75,936.00	\$ 155.00	\$ 105,090.00	\$ 130.00	\$ 88,140.00
34	Concrete Curb and Gutter	Ft	227	\$ 25.00	\$ 5,675.00	\$ 40.00	\$ 9,080.00	\$ 26.00	\$ 5,902.00	\$ 42.00	\$ 9,534.00	\$ 35.00	\$ 7,945.00
35	Concrete Roll Curb	Ft	91	\$ 27.00	\$ 2,457.00	\$ 40.00	\$ 3,640.00	\$ 26.00	\$ 2,366.00	\$ 45.00	\$ 4,095.00	\$ 35.00	\$ 3,185.00
36	Concrete Turn Down Slab, Det B6	Ft	12	\$ 50.00	\$ 600.00	\$ 25.00	\$ 300.00	\$ 100.00	\$ 1,200.00	\$ 40.00	\$ 480.00	\$ 15.00	\$ 180.00
37	ADA Plates, Truncated Dome, Iron	Ft	92	\$ 85.00	\$ 7,820.00	\$ 145.00	\$ 13,340.00	\$ 90.00	\$ 8,280.00	\$ 160.00	\$ 14,720.00	\$ 134.00	\$ 12,328.00
38	Concrete Sidewalk, 4 Inches	Sft	19370	\$ 6.00	\$ 116,220.00	\$ 5.50	\$ 106,535.00	\$ 6.00	\$ 116,220.00	\$ 8.50	\$ 164,645.00	\$ 5.17	\$ 100,142.90
39	Concrete Walk Ramps, 6 Inches	Sft	720	\$ 12.00	\$ 8,640.00	\$ 7.50	\$ 5,400.00	\$ 6.00	\$ 4,320.00	\$ 9.50	\$ 6,840.00	\$ 6.80	\$ 4,896.00
40	Nonreinforced Concrete, 8 inch	Sft	3115	\$ 15.00	\$ 46,725.00	\$ 8.05	\$ 25,075.75	\$ 7.00	\$ 21,805.00	\$ 10.50	\$ 32,707.50	\$ 7.52	\$ 23,424.80
41	Block Wall, Landscape, Non-reinforced	Sft	635	\$ 80.00	\$ 50,800.00	\$ 50.00	\$ 31,750.00	\$ 70.00	\$ 44,450.00	\$ 65.00	\$ 41,275.00	\$ 70.00	\$ 44,450.00
42	Stairs, Conc	LSUM	1	\$ 375,000.00	\$ 375,000.00	\$ 240,000.00	\$ 240,000.00	\$ 190,000.00	\$ 190,000.00	\$ 160,000.00	\$ 160,000.00	\$ 274,100.00	\$ 274,100.00
43	Fence, Black Vinyl, 72 inch with Slats (along GM)	Ft	1670	\$ 65.00	\$ 108,550.00	\$ 53.00	\$ 88,510.00	\$ 50.24	\$ 83,900.80	\$ 52.00	\$ 86,840.00	\$ 43.00	\$ 71,810.00
44	Fence, Galv, 72 inch (Water Tower)	Ft	225	\$ 30.00	\$ 6,750.00	\$ 36.00	\$ 8,100.00	\$ 33.66	\$ 7,573.50	\$ 35.00	\$ 7,875.00	\$ 30.00	\$ 6,750.00
45	Gate, Galv, 72 inch (Water Tower)	Ft	10	\$ 150.00	\$ 1,500.00	\$ 135.00	\$ 1,350.00	\$ 128.00	\$ 1,280.00	\$ 130.00	\$ 1,300.00	\$ 150.00	\$ 1,500.00
46	Fence, Galv, 84 inch (Water Tower)	Ft	525	\$ 45.00	\$ 23,625.00	\$ 40.00	\$ 21,000.00	\$ 38.00	\$ 19,950.00	\$ 39.00	\$ 20,475.00	\$ 50.00	\$ 26,250.00
47	Decorative Fence, Black, 84 inch (Water Tower)	Ft	410	\$ 120.00	\$ 49,200.00	\$ 148.00	\$ 60,680.00	\$ 141.00	\$ 57,810.00	\$ 142.00	\$ 58,220.00	\$ 100.00	\$ 41,000.00
48	Decorative Gate, Black, 84 inch (Water Tower)	Ft	24	\$ 600.00	\$ 14,400.00	\$ 405.00	\$ 9,720.00	\$ 384.00	\$ 9,216.00	\$ 390.00	\$ 9,360.00	\$ 550.00	\$ 13,200.00
49	Post, Steel, 3 pound	Ft	252	\$ 10.00	\$ 2,520.00	\$ 10.00	\$ 2,520.00	\$ 9.00	\$ 2,268.00	\$ 9.00	\$ 2,268.00	\$ 9.00	\$ 2,268.00
50	Sign, Type III, Erect, Salv	Ea	2	\$ 55.00	\$ 110.00	\$ 100.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 75.00	\$ 150.00	\$ 75.00	\$ 150.00
51	Sign, Type III, Rem	Ea	1	\$ 40.00	\$ 40.00	\$ 150.00	\$ 150.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
52	Sign, Type IIIA	Sft	14	\$ 25.00	\$ 350.00	\$ 50.00	\$ 700.00	\$ 45.00	\$ 630.00	\$ 45.00	\$ 630.00	\$ 45.00	\$ 630.00
53	Sign, Type IIIB	Sft	52	\$ 22.00	\$ 1,144.00	\$ 50.00	\$ 2,600.00	\$ 45.00	\$ 2,340.00	\$ 45.00	\$ 2,340.00	\$ 45.00	\$ 2,340.00
54	Sign, Type III, Rem, Salv	Ea	2	\$ 65.00	\$ 130.00	\$ 150.00	\$ 300.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
55	Wayfinding, Directional Sign	Ea	5	\$ 3,000.00	\$ 15,000.00	\$ 1,650.00	\$ 8,250.00	\$ 1,000.00	\$ 5,000.00	\$ 1,500.00	\$ 7,500.00	\$ 3,500.00	\$ 17,500.00
56	Wayfinding, Trail Head Sign	Ea	4	\$ 5,000.00	\$ 20,000.00	\$ 7,050.00	\$ 28,200.00	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 3,200.00	\$ 12,800.00
57	Pavt Mrkg, Polyurea, 6 inch, White	Ft	795	\$ 2.00	\$ 1,590.00	\$ 5.25	\$ 4,173.75	\$ 5.00	\$ 3,975.00	\$ 5.00	\$ 3,975.00	\$ 5.00	\$ 3,975.00
58	Rem Spec Mrkg	Sft	132	\$ 5.00	\$ 660.00	\$ 5.25	\$ 693.00	\$ 5.00	\$ 660.00	\$ 5.00	\$ 660.00	\$ 5.00	\$ 660.00
59	Recessing Pavt Mrkg, Longit	Ft	795	\$ 3.00	\$ 2,385.00	\$ 2.65	\$ 2,106.75	\$ 2.50	\$ 1,987.50	\$ 2.50	\$ 1,987.50	\$ 2.50	\$ 1,987.50
60	Recessing Pavt Mrkg, Transv	Sft	796	\$ 3.00	\$ 2,388.00	\$ 5.25	\$ 4,179.00	\$ 5.00	\$ 3,980.00	\$ 5.00	\$ 3,980.00	\$ 5.00	\$ 3,980.00
61	Pavt Mrkg, Polyurea, 24 inch, Det A2	Ft	398	\$ 12.50	\$ 4,975.00	\$ 15.75	\$ 6,268.50	\$ 15.00	\$ 5,970.00	\$ 15.00	\$ 5,970.00	\$ 15.00	\$ 5,970.00
62	Riprap, Plain, LM	Cyd	10	\$ 500.00	\$ 5,000.00	\$ 100.00	\$ 1,000.00	\$ 180.00	\$ 1,800.00	\$ 100.00	\$ 1,000.00	\$ 105.00	\$ 1,050.00
63	Landscape Edging, Alum	Ft	200	\$ 6.00	\$ 1,200.00	\$ 5.75	\$ 1,150.00	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00
64	Bike Rack	Ea	2	\$ 800.00	\$ 1,600.00	\$ 530.00	\$ 1,060.00	\$ 900.00	\$ 1,800.00	\$ 300.00	\$ 600.00	\$ 810.00	\$ 1,620.00

65	Bench	Ea	5	\$ 3,500.00	\$ 17,500.00	\$ 2,170.00	\$ 10,850.00	\$ 3,000.00	\$15,000.00	\$ 2,020.00	\$10,100.00	\$ 2,435.00	\$12,175.00
66	Pet Waste Bag Dispenser with 6' Post	Ea	1	\$ 750.00	\$ 750.00	\$ 1,523.00	\$ 1,523.00	\$ 1,200.00	\$1,200.00	\$ 837.00	\$837.00	\$ 1,110.00	\$1,110.00
67	Trash Receptacle	Ea	5	\$ 1,500.00	\$ 7,500.00	\$ 860.00	\$4,300.00	\$ 7,600.00	\$38,000.00	\$ 973.00	\$4,865.00	\$ 1,785.00	\$8,925.00
68	Bike Repair Station	Ea	1	\$ 3,000.00	\$ 3,000.00	\$ 1,600.00	\$1,600.00	\$ 2,800.00	\$2,800.00	\$ 1,600.00	\$1,600.00	\$ 2,710.00	\$2,710.00
69	Drinking Fountain	Ea	1	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$7,500.00	\$ 7,600.00	\$9,240.00	\$ 9,240.00	\$9,240.00	\$ 5,900.00	\$5,900.00
70	Ground Mounted Collapsible Bollard	Ea	4	\$ 525.00	\$ 2,100.00	\$ 320.00	\$1,280.00	\$ 650.00	\$2,600.00	\$ 378.00	\$1,512.00	\$ 785.00	\$3,140.00
71	Field Stone, 2'-3' Dia	Ea	10	\$ 250.00	\$ 2,500.00	\$ 267.00	\$2,670.00	\$ 500.00	\$5,000.00	\$ 1,200.00	\$12,000.00	\$ 185.00	\$1,850.00
72	Acer rubrum 'October Glory', Red Maple, 3	Ea	35	\$ 700.00	\$ 24,500.00	\$ 850.00	\$29,750.00	\$ 450.00	\$15,750.00	\$ 1,100.00	\$38,500.00	\$ 450.00	\$15,750.00
73	Juniperus Sabina 'Buffalo', Buffalo Juniper	Ea	48	\$ 150.00	\$ 7,200.00	\$ 98.00	\$4,704.00	\$ 52.00	\$2,496.00	\$ 62.00	\$2,976.00	\$ 52.00	\$2,496.00
74	Pachysandra terminalis, Pachysandra Green, Flats	Ea	55	\$ 150.00	\$ 8,250.00	\$ 72.00	\$3,960.00	\$ 60.00	\$3,300.00	\$ 95.00	\$5,225.00	\$ 60.00	\$3,300.00
75	Nepetax Faassenii 'Walkers Low', Walker Low Nepeta, #2 Pot	Ea	25	\$ 40.00	\$ 1,000.00	\$ 27.00	\$675.00	\$ 19.75	\$493.75	\$ 38.00	\$950.00	\$ 19.75	\$493.75
76	Pennisetum Alopecuriodes 'Puppy Love', Puppy Love Fountain Grass, #2 Pot	Ea	27	\$ 40.00	\$ 1,080.00	\$ 24.00	\$648.00	\$ 26.00	\$702.00	\$ 43.00	\$1,161.00	\$ 26.00	\$702.00
77	Weigela Florida 'Alexandra', Wine and Roses weigela, 5 Gal	Ea	27	\$ 80.00	\$ 2,160.00	\$ 83.00	\$2,241.00	\$ 54.00	\$1,458.00	\$ 55.00	\$1,485.00	\$ 54.00	\$1,458.00
78	Coreopsis 'Enchanted Eve', Enchanted Eve Coreopsis, #1 Pot	Ea	29	\$ 40.00	\$ 1,160.00	\$ 23.00	\$667.00	\$ 19.75	\$572.75	\$ 37.00	\$1,073.00	\$ 19.75	\$572.75
79	Hemerocallis 'Strawberry Candy', Strawberry Candy Daylily, #1 Pot	Ea	102	\$ 30.00	\$ 3,060.00	\$ 23.00	\$2,340.00	\$ 19.00	\$1,938.00	\$ 36.00	\$3,672.00	\$ 19.00	\$1,938.00
80	Hemerocallis 'Stella de Oro', Stella Daylily, #1 Pot	Ea	20	\$ 30.00	\$ 600.00	\$ 23.00	\$460.00	\$ 15.00	\$300.00	\$ 35.00	\$700.00	\$ 15.00	\$300.00
81	Festuca glauca 'Elijah Blue', #1 cont.	Ea	50	\$ 20.00	\$ 1,000.00	\$ 23.00	\$1,150.00	\$ 23.00	\$1,150.00	\$ 36.00	\$1,800.00	\$ 23.00	\$1,150.00
82	Ammophila Breviligulata 'American Beachgrass'	Ea	233	\$ 25.00	\$ 5,825.00	\$ 23.00	\$5,359.00	\$ 3.00	\$699.00	\$ 131.00	\$30,523.00	\$ 3.00	\$699.00
83	Calamagrostis x Acutiflora, Karl Foerster Feather Reed Grass, #2 Pot	Ea	5	\$ 50.00	\$ 250.00	\$ 35.00	\$175.00	\$ 21.00	\$105.00	\$ 46.00	\$230.00	\$ 21.00	\$105.00
84	Nyssa sylvatica, Black Gum, 3 inch	Ea	1	\$ 700.00	\$ 700.00	\$ 875.00	\$875.00	\$ 395.00	\$395.00	\$ 1,350.00	\$1,350.00	\$ 395.00	\$395.00
85	Quercus bicolor, Swamp White Oak, 3 inch	Ea	2	\$ 600.00	\$ 1,200.00	\$ 875.00	\$1,750.00	\$ 395.00	\$790.00	\$ 1,300.00	\$2,600.00	\$ 395.00	\$790.00
86	Ilex verticillata, Michigan Holly, 5 Gal, Male/Female	Ea	16	\$ 75.00	\$ 1,200.00	\$ 83.00	\$1,328.00	\$ 58.00	\$928.00	\$ 80.00	\$1,280.00	\$ 58.00	\$928.00
87	Eupatorium 'Phantom', Joe Pye Weed, #2 Pot	Ea	35	\$ 50.00	\$ 1,750.00	\$ 35.00	\$1,225.00	\$ 29.00	\$1,015.00	\$ 55.00	\$1,925.00	\$ 29.00	\$1,015.00
88	Cornus Servica 'Isanti', Red Twig Dogwood, 5 Gal	Ea	21	\$ 75.00	\$ 1,575.00	\$ 83.00	\$1,743.00	\$ 44.00	\$924.00	\$ 83.00	\$1,743.00	\$ 44.00	\$924.00
89	Lobelia cardinalis, Cardinal Flower, #2 Pot	Ea	37	\$ 50.00	\$ 1,850.00	\$ 35.00	\$1,295.00	\$ 27.00	\$999.00	\$ 12.25	\$453.25	\$ 27.00	\$999.00
90	Aronia melanocarpa, Black Chokeberry, 5 Gal	Ea	22	\$ 75.00	\$ 1,650.00	\$ 83.00	\$1,826.00	\$ 47.00	\$1,034.00	\$ 69.50	\$1,529.00	\$ 47.00	\$1,034.00
91	Asclepias incarnata, Swamp Milkweed, #2 Pot	Ea	43	\$ 50.00	\$ 2,150.00	\$ 32.00	\$1,376.00	\$ 30.00	\$1,290.00	\$ 20.00	\$860.00	\$ 30.00	\$1,290.00
92	Bioswale Relocation Plantings	ALLOW	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00	\$6,000.00
93	Mulch	Syd	700	\$ 5.00	\$ 3,500.00	\$ 5.20	\$3,640.00	\$ 2.00	\$1,400.00	\$ 5.00	\$3,500.00	\$ 12.00	\$8,400.00
94	Seed	Syd	13895	\$ 2.00	\$ 27,790.00	\$ 1.90	\$26,400.50	\$ 1.20	\$16,674.00	\$ 1.08	\$15,006.60	\$ 9.00	\$125,055.00
95	Screened Top Soil	Syd	13895	\$ 10.00	\$ 138,950.00	\$ 6.50	\$90,317.50	\$ 9.00	\$125,055.00	\$ 6.10	\$84,759.50	\$ 25.00	\$347,375.00
96	Tree Irrigation Bag	Ea	38	\$ 100.00	\$ 3,800.00	\$ 15.00	\$570.00	\$ 35.00	\$1,330.00	\$ 81.00	\$3,078.00	\$ 35.00	\$1,330.00
97	Electrical and Irrigation Tracing	ALLOW	1	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00
98	Hh, Polymer Conc	Ea	2	\$ 850.00	\$ 1,700.00	\$ 665.00	\$1,330.00	\$ 880.00	\$1,760.00	\$ 900.00	\$1,800.00	\$ 880.00	\$1,760.00
99	Hh, Round	Ea	2	\$ 1,500.00	\$ 3,000.00	\$ 445.00	\$890.00	\$ 1,875.00	\$3,750.00	\$ 2,000.00	\$4,000.00	\$ 1,875.00	\$3,750.00
100	Combination Transformer/Cabinet - H1	Ea	1	\$ 25,000.00	\$ 25,000.00	\$ 13,000.00	\$13,000.00	\$ 12,000.00	\$12,000.00	\$ 12,500.00	\$12,500.00	\$ 12,000.00	\$12,000.00
101	Combination Transformer/Cabinet - H2	Ea	1	\$ 25,000.00	\$ 25,000.00	\$ 6,335.00	\$6,335.00	\$ 5,000.00	\$5,000.00	\$ 5,250.00	\$5,250.00	\$ 5,000.00	\$5,000.00
102	Control Cabinet, Panel T1	Ea	1	\$ 20,000.00	\$ 20,000.00	\$ 5,115.00	\$5,115.00	\$ 50,000.00	\$50,000.00	\$ 50,500.00	\$50,500.00	\$ 50,000.00	\$50,000.00
103	Control Cabinet, Panel T2	Ea	1	\$ 20,000.00	\$ 20,000.00	\$ 5,115.00	\$5,115.00	\$ 50,000.00	\$50,000.00	\$ 50,500.00	\$50,500.00	\$ 50,000.00	\$50,000.00
104	Connect to Existing Panel	Ea	1	\$ 5,000.00	\$ 5,000.00	\$ 92,000.00	\$92,000.00	\$ 2,500.00	\$2,500.00	\$ 2,750.00	\$2,750.00	\$ 2,500.00	\$2,500.00
105	Site Lighting (Conduit and Conductors)	LSUM	1	\$ 387,694.00	\$ 387,694.00	\$ 101,500.00	\$101,500.00	\$ 98,500.00	\$98,500.00	\$ 100,000.00	\$100,000.00	\$ 99,250.00	\$99,250.00
106	14' Pedestrian Light, S1 and Fdn	Ea	36	\$ 7,500.00	\$ 270,000.00	\$ 4,700.00	\$169,200.00	\$ 4,000.00	\$144,000.00	\$ 4,100.00	\$147,600.00	\$ 4,000.00	\$144,000.00
107	Bollard Light, S5 and Fdn	Ea	17	\$ 3,800.00	\$ 64,600.00	\$ 2,985.00	\$50,745.00	\$ 2,500.00	\$42,500.00	\$ 2,600.00	\$44,200.00	\$ 2,500.00	\$42,500.00
108	Step Lighting and Mount	Ea	106	\$ 800.00	\$ 84,800.00	\$ 1,130.00	\$119,780.00	\$ 750.00	\$79,500.00	\$ 760.00	\$80,560.00	\$ 750.00	\$79,500.00
109	Water Service, 1 inch	Ft	25	\$ 50.00	\$ 1,250.00	\$ 90.00	\$2,250.00	\$ 115.00	\$2,875.00	\$ 20.00	\$500.00	\$ 129.00	\$3,225.00
110	Water Service, Pex, 1"	Ft	100	\$ 6.00	\$ 600.00	\$ 17.00	\$1,700.00	\$ 35.00	\$3,500.00	\$ 20.00	\$2,000.00	\$ 106.00	\$10,600.00
111	Valve and Box, 1 inch	Ea	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$500.00	\$ 550.00	\$550.00	\$ 950.00	\$950.00	\$ 1,100.00	\$1,100.00
112	Water Service Tap on Existing, 1 inch	Ea	1	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$250.00	\$ 1,000.00	\$1,000.00	\$ 1,600.00	\$1,600.00	\$ 940.00	\$940.00
113	Water Meter, In Vault, 1 inch	Ea	1	\$ 4,000.00	\$ 4,000.00	\$ 12,500.00	\$12,500.00	\$ 1,000.00	\$1,000.00	\$ 750.00	\$750.00	\$ 3,460.00	\$3,460.00
114	Water Service, 2 inch	Ft	12	\$ 50.00	\$ 600.00	\$ 195.00	\$2,340.00	\$ 350.00	\$4,200.00	\$ 150.00	\$1,800.00	\$ 196.00	\$2,352.00
115	Water Service Tap on Existing, 2 inch	Ea	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$500.00	\$ 2,000.00	\$2,000.00	\$ 2,600.00	\$2,600.00	\$ 2,955.00	\$2,955.00
116	Valve and Box, 2 inch	Ea	1	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$1,250.00	\$ 900.00	\$900.00	\$ 950.00	\$950.00	\$ 2,810.00	\$2,810.00
117	Water Service, Pex, 2 inch	Ft	765	\$ 8.00	\$ 6,120.00	\$ 19.00	\$14,535.00	\$ 35.00	\$26,775.00	\$ 30.00	\$22,950.00	\$ 60.50	\$46,282.50
118	Water Meter, In Vault, 2 inch	Ea	1	\$ 4,000.00	\$ 4,000.00	\$ 13,500.00	\$13,500.00	\$ 1,250.00	\$1,250.00	\$ 750.00	\$750.00	\$ 4,555.00	\$4,555.00
119	Sanitary Lateral, 4 inch	Ft	175	\$ 60.00	\$ 10,500.00	\$ 40.00	\$7,000.00	\$ 80.00	\$14,000.00	\$ 60.00	\$10,500.00	\$ 181.50	\$31,762.50
120	Sanitary Service Connection, 4 inch	Ea	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$2,500.00	\$ 750.00	\$750.00	\$ 2,500.00	\$2,500.00	\$ 4,220.00	\$4,220.00
121	Trail 4 Irrigation	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 41,600.00	\$41,600.00	\$ 40,000.00	\$40,000.00	\$ 38,100.00	\$38,100.00	\$ 62,000.00	\$62,000.00
122	Trail 5 HUB Irrigation	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$12,000.00	\$ 12,000.00	\$12,000.00	\$ 9,300.00	\$9,300.00	\$ 12,000.00	\$12,000.00
123	Timber Bridge Foundation (Materials and Installation)	LSUM	1	\$ 150,000.00	\$ 150,000.00	\$ 76,700.00	\$76,700.00	\$ 140,000.00	\$140,000.00	\$ 78,049.00	\$78,049.00	\$ 55,000.00	\$55,000.00
124	Western Woods Structures Timber Bridge (Installation)	LSUM	1	\$ 250,000.00	\$ 250,000.00	\$ 122,450.00	\$122,450.00	\$ 50,000.00	\$50,000.00	\$ 282,000.00	\$282,000.00	\$ 442,000.00	\$442,000.00
125	Helical Piers for Permatrak System (Materials and Installation)	LSUM	1	\$ 370,000.00	\$ 370,000.00	\$ 214,850.00	\$214,850.00	\$ 250,000.00	\$250,000.00	\$ 441,387.00	\$441,387.00	\$ 185,000.00	\$185,000.00
126	Permatrak Trail System (Materials and Installation)	LSUM	1	\$ 1,000,000.00	\$ 1,000,000.00	\$ 939,600.00	\$939,600.00	\$ 869,062.70	\$869,062.70	\$ 1,195,500.00	\$1,195,500.00	\$ 1,027,165.00	\$1,027,165.00
127	Timber Rail System (both sides) - Western Woods section (Installation)	Ft	178	\$ 100.00	\$ 17,800.00	\$ 105.00	\$18,690.00	\$ 100.00	\$17,800.00	\$ 315.00	\$56,070.00	\$ 469.00	\$83,482.00
128	Timber Rail System (both sides) - Permatrak section (Installation)	Ft	825	\$ 100.00	\$ 82,500.00	\$ 80.00	\$66,000.00	\$ 100.00	\$82,500.00	\$ 258.00	\$212,850.00	\$ 185.00	\$152,625.00
				BID AMOUNT	\$ 5,549,703.50		\$4,142,105.00		\$4,699,600.00		\$4,891,889.62		\$6,137,099.00

SECTION 00 5100 NOTICE OF AWARD

**TO: Katerberg VerHage
3717 Michigan Street NE
Grand Rapids, MI 49525**

PROJECT DESCRIPTION: CITY OF WYOMING CITY CENTER TRAILS

The Owner has considered the bid submitted by you on August 8, 2024, for the above-described work in response to an Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your bid has been accepted for the amount of **\$4,142,105.00**.

You are required, by the Instructions to Bidders, to execute the Agreement and to furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within seven (7) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within seven (7) days from the date of this notice, the said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this notice of award to the owner, dated this _____ day of August 2024.

OWNER: CITY OF WYOMING

BY: _____
NAME: _____
TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above notice of award is hereby acknowledged by _____, this the _____ day of _____, 2024.

BY: _____ **TITLE:** _____

RESOLUTION NO. _____

RESOLUTION TO APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A CHANGE ORDER
FOR A WOOD BRIDGE DESIGN AND MATERIALS CONTRACT WITH WESTERN
WOOD STRUCTURES, INC.

WHEREAS:

1. On December 19, 2022, the City Council approved a wood bridge design and materials contract with Western Wood Structures, Inc. (**WWSI**) for a wooden pedestrian bridge across a low water retention area as a part of a trail to be constructed on its elevated water storage tank property between the north terminus of Hook Ave. SW and Pinery Park (the **wood bridge**) as part of an interconnected trail system that is a part of the city center project.
2. The wood bridge design was changed to meet EGLE permit requirements and better integrate with the Permatrak boardwalk with an improved handrail resulting in a need for a contract change order.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Change Order No. 1 to the Purchase Agreement with WWSI, Job No. 224056, signed by the city on December 20, 2022, is approved in the amount of \$186,300.00, and the City Manager is authorized to sign it for the city.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

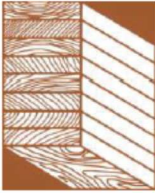
Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on August 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____



Western Wood Structures, Inc.
 PO Box 130
 Tualatin, Oregon 97062
 503/692-6900 800/547-5411
 Fax: 503/692-6434
 www.westernwoodstructures.com
 OR: 25152
 WA: WESTEWS255JB
 CA: 395054

CHANGE ORDER

JOB NUMBER 224056

CHANGE ORDER# 1

DATE 05/24/2024

AUTHORITY FOR CHANGE **Jamie to Mike J. Oezer, PE and Nicole Hofert**

CUSTOMER City of Wyoming	JOB NAME Elevated Boardwalk
1155 28th St SW	JOB LOCATION Wyoming, MI
Wyoming, MI 49509-0905	

CHANGE(S) HAVE BEEN MADE TO OUR SALES ORDER NOTED ABOVE, AS FOLLOWS:

As requested, add 936' pedestrian rail to the Permatrack Boardwalk:

- 476ea glulam posts
- 476ea. Steel post brackets
- 3740lf of the 6" rail
- 3740lf of the 7 1/2" rail
- 2900ea. 8" dome head bolts
- 2900ea. 1/2" Malleable iron washers
- 960ea. 8 1/2" dome head bolts
- 960ea. 3/4" Malleable iron washers
- 1920ea. 2 5/8" Shear Plates

WWS shop drawings and calculations stamped by a Wyoming PE.

Lump sum: \$196,300.00
 Boardwalk Material price reduction: ~~(\$10,000.00)~~
 Total SCO #1: \$186,300.00

AMT. OF ORIGINAL CONTRACT	\$354,300.00
AMT. OF THIS CHANGE ORDER	\$186,300.00
AMT. OF PREVIOUS CHANGE ORDERS	\$0.00
REVISED AMT. OF CONTRACT	\$ 540,600.00

ACKNOWLEDGMENT -- PLEASE SIGN AND RETURN WHITE COPY

PURCHASER		Western Wood Structures, Inc.	
BY (SIGNATURE)		WWS SALESMAN Jamie Agidius <i>JA</i>	BY: <i>jr/zh</i>
TITLE	DATE	ENGINEERING CHANGES REQUIRED <input type="checkbox"/>	NONE <input type="checkbox"/>

DRAFT REVISED FINAL

TERMS AND CONDITIONS OF SALE

1. This contract shall be binding upon seller only when accepted and approved by the general office of Western Wood Structures, Inc., Tualatin, Oregon (hereinafter referred to as WWSI).
2. The contract amount stated does not include any federal, state, local or use taxes, except as noted on front of this order.
3. WWSI assumes no design responsibilities on jobs where WWSI prepares shop drawings from designs by others.
4. Correction of minor misfits, a reasonable amount of reaming or cutting, and minor surface repairs shall be at the buyer's expense. Cleaning and sanding of stains or discolorations which occur due to circumstances beyond seller's reasonable control shall be at buyer's expense.
5. Proper protection must be provided at the jobsite when it is necessary to store Glulam and kiln-dried lumber. No claims for damage resulting from improper jobsite storage and handling will be allowed.
6. Material is custom made and cancellations will not be accepted.
7. WWSI shall not be liable for any delay in manufacture or delivery caused by acts of God, government, fire, flood, labor disturbances, transportation difficulties or any other cause beyond WWSI's control. If this job is stopped for any reason beyond WWSI's control, after this contract is signed, the purchaser shall pay WWSI for all engineering, material and labor if purchased or used, plus 15% for administration and handling.

This proposal is subject to revisions for increase in either market or labor costs should start of manufacturing or erection be delayed beyond ninety (90) days from date of this order.

The purchaser agrees to provide clear and adequate working space for assembly and erection, to set all anchor bolts in masonry construction and assume responsibility for the proper elevation thereof.
10. The purchaser agrees to furnish WWSI with temporary ties and electricity when required.

No back charges will be accepted unless approved in writing by an authorized representative of WWSI before said back charge expense is incurred.
11. Interest will be charged on all past due accounts at the rate of 1 ½% per month (18% per annum), or the maximum legal rate, whichever is less. Purchaser agrees that there shall be no retainage of the purchase price for products purchased under this Agreement, and further, that Manufacturer shall not be bound by the terms and conditions of any general contract of subcontract between Purchaser and third parties.
12. If suit of action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial and on any appeal therefrom.
13. Notice to our Washington Customers:
This contractor is registered with the state of Washington, REGISTRATION No. WESTEWS 255JB, as a general/specialty contractor and has posted with the state a bond or cash deposit of \$6,000 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is the November 2nd following the date of this sales order. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the State of Washington, Department of Labor and Industries. 7465F 9/6/88 Pursuant to R.C.W. 1827.114.
14. Seller will not be responsible for loss or damage arising from delays caused by lack of correct or complete data to be furnished by Purchaser, changes or revisions, late approval of shop drawings, acts of God, Seller's inability to obtain raw material, or other causes beyond Seller's control.

STAFF REPORT

Date: August 12, 2024
Subject: Western Woods Structures Contract Amendment for City Center Trails
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Nicole Hofert, Director of Community & Economic Development
Meeting Date: August 19, 2024

RECOMMENDATION

Approve resolution entitled, "Resolution Approving And Authorizing City Manager To Sign A Change Order For Wood Bridge Design And Materials Contract With Western Wood Structures, Inc," which increases the contract by \$186,300.00.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
 - GOAL 1 – Complete City Center public improvements.

DISCUSSION

In Winter 2022, City Council approved a contract with Western Wood Structures for a wooden pedestrian bridge across a low water retention area near the south end of Pinery Park that will be crossed by the City Center trail system. This wooden pedestrian bridge provides a crucial connection between Pinery Park and the rest of the City Center trail system and allows for the trail connecting Hook Avenue to Pinery Park to be compliant with the Americans with Disabilities Act (ADA).

During the design process for the wooden pedestrian bridge, the City applied to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the crossing of the retention area. Based on comments from EGLE, the bridge was redesigned to have a longer central span that allowed the bridge to cross the retention area with placing a pier within the flowing portion of the retention area. This change increased the cost of the structure.

Additionally, the design process for the trail extending from Hook Avenue to Pinery Park required selecting a railing material and design for the elevated Permatrak trail that traverses the hillside. The recommendation from Progressive Companies and City staff was to extend the railing from the Western Wood Structures bridge along the length of the Permatrak trail to maintain continuity and to simplify ongoing maintenance. This change increased the scope of Western Wood Structures work to include an additional 936 feet of railing.

BUDGET IMPACT

The cost of this change order is \$186,300.00 and funds are available in 496-901-90131-973.002.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTE FROM CELLEBRITE INC.
FOR CELLULAR PHONE EXTRACTION TECHNOLOGY

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Cellebrite Inc. for cellular phone extraction technology in the total amount of \$14,769.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Cellebrite Inc. for cellular phone extraction technology.
2. The City Council authorizes the City Manager to sign the quote.
3. The City Council authorizes the City Manager to accept future quotes in accordance with budget authorization.

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 August 19, 2024:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Sole Source Letter
Quote

Resolution No. _____

STAFF REPORT

Date: July 29, 2024
Subject: Cellular Phone Extraction Technology
From: Captain Timothy Pols
CC: Chief Kim Koster
Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended that City Council approve the purchase of cellular phone extraction technology from Cellebrite Inc. in the amount of \$14,769.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.
- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

Technology has played an increasing role in criminal investigations over the last several years. Today, most investigations involve forensically locating and examining electronic data from various sources, with the most frequent source being cellular phones belonging to suspects, victims, and witnesses. Cellebrite provides technology for accessing locked and encrypted devices as well as for extracting and cataloging information from most major cell phone manufacturers. Presently, detectives submit cell phones to the State Police Internet Crimes Against Children Task Force (ICAC) to have them forensically analyzed and downloaded. Wyoming PD has two detective sergeants assigned to this team. Based on volume, we have reached a point where the two ICAC detective sergeants are at capacity. This has caused delays to investigations and lack of efficiency while detectives wait for backlogged cell phones to be examined.

By purchasing the Cellebrite software, general case detectives can be trained to forensically analyze phones, minimizing the turnaround time for receiving electronic data associated with investigations. It will also allow ICAC investigators to focus on child sex crimes and decrease delays on other cases they are involved in.

The purchase order has been reviewed and approved by the City Attorney's Office and the Information Technology Department.

SOLE SOURCE:

This purchase may be procured from Cellebrite and is exempt from the bidding process based on its unique performance capabilities to access locked and encrypted devices, the volume of data collected, faster insights, and variety of data sources. Additionally, Cellebrite is utilized by staff who work as ICAC investigators who are familiar with the product and will be able to train and support coworkers at Wyoming PD. Finally, Cellebrite is used by several local law enforcement partners which will promote cooperation and collaboration on investigations. A sole source letter is attached to this report.

BUDGET IMPACT:

If approved, \$14,769.00 will be paid to Cellebrite Inc. for hardware, training, and one year of service. \$11,000.00 has been budgeted and is available for this expenditure in the Detective Bureau – Capital Outlay account 205-301-31000-975.000. The balance of \$3,769.00 is available from the Detective Bureau – Other Services account 205-301-31000-956.000.

Future service subscription costs are estimated at \$9,000 annually. If approved, the City Manager is authorized to work with the Information Technology Department to accept renewals in accordance with the budget.

Attachments:

Quote
Sole Source Letter

March 19, 2024

TO WHOM IT MAY CONCERN,

This letter is provided to inform you that a **Sole Manufacturer justification** exists because the solution identified in this document, required to satisfy the Agency's needs, are only manufactured, developed or made available from Cellebrite Inc. This letter identifies Cellebrite Inc. As the sole Developer, and Manufacturer of respective items listed below in detail:

Cellebrite InsEYEs Core / Pro / Offline

Cellebrite Inc. was established in 1999 and is based in Morristown, NJ and Vienna, VA, and is incorporated in the state of Delaware. Cellebrite Inc. supports customers and users around the globe including US, Latin America, Canada, and Mexico. With more than 60,000 extraction licenses deployed in multiple countries, Cellebrite's forensic extraction products have been deployed throughout the world, and our Cellebrite Pathfinder is an extension of these forensic extraction products. Our forensic extraction customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Agencies today are facing several challenges when it comes to Digital Forensics:

1. Access to locked and encrypted devices.
2. Volume of data collected.
3. Provide faster insights.
4. Variety of Data sources including Mobile devices, Computer, Cloud etc.

To address these challenges, Cellebrite Inseyets is equipped with unique capabilities that are exclusive to Cellebrite and not available from any other company. These capabilities include, Unlocking using AFU or Brute-Force and providing a Full File-system and/or Physical extraction from most of the leading Android vendors such as Samsung, Xiaomi, LG, Huawei, Motorola, Sony, Google and others in addition to

Cellebrite Inc., 8065 Leesburg Pike, Suite 302, Vienna VA, 22182

Tel: (800) 942-3415 • www.cellebrite.com

Tax ID: 22-3770059 • DUNS: 033095568 • CAGE: 4C9Q7 • ORCA Registration Complete

Apple iOS devices including the latest iPhones and iOS versions. As Mobile devices play a major role during investigations, Cellebrite Inseyets technology provides Law Enforcement personnel access to the newest locked, encrypted, and updated Mobile devices. This capability enables the Law Enforcement to collect digital evidence such as phone logs, IM, chat messages, social media, emails, images, and other information that is locked and encrypted.

Furthermore, to face growing number of cases and data Cellebrite Inseyets is equipped with Automation capabilities that streamline the extraction to report process that saves valuable hours to our customers.

Our competitive advantages include:

- **Access Locked and Encrypted leading mobile devices.** Cellebrite Inseyets supports Full File-System, User data extraction and Physical extraction from the widest range of iOS and Android devices while bypassing, After-First-Unlocking or brute forcing the device passcode and other security measures. Cellebrite Inseyets is the only tool that provides both a Generic iOS and Generic Android devices in the same product. Inseyets support all the leading vendors in the market including Apple, Samsung, Huawei, Motorola, LG, OPPO, VIVO, Google, Sony, Xiaomi and many others.

In addition, Cellebrite Inseyets provide access (extraction and decoding) to leading Android secured containers such as Samsung secured folder, Huawei Private Space and Xiaomi 2nd Space.

Last, Cellebrite Inseyets allows Selective App extraction for both iOS and Android devices.

- **Broadest Device & App Support.** Cellebrite has the largest device inventory in the industry that holds more than 15K mobile devices from different vendors, OS, Locations, and years. Cellebrite is purchasing dozens of devices each month from different countries to support customer's needs.

- **Industry's leading Decoding and Reporting.** Cellebrite Physical Analyzer (PA) is the leading tool for Decoding and Reporting. PA is go-to-tool when it comes to Mobile Forensics analysis. UFED Report (UFDR) is the common format used by examiners and prosecutors in courts world-wide.

- **Extraction to UFDR streamline.** Harnessing Cellebrite unique capabilities of Access and Decoding, Cellebrite Inseyets can now Streamline the extraction all the way to a UFED Report (UFDR) which is a standard in Forensics. The new capabilities can accelerate processing speed of a case in 40%-70% which allows examiners to process more cases in less time.

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- **Large, Established User Community.** Since 2007, Cellebrite has deployed more than 60,000 Cellebrite UFED in 100+ countries to support law enforcement, intelligence services, border patrols, military forces, public safety agencies and commercial organizations.
- **Forensically Sound Evidence Every Time.** Unlike competitors’ “black box” third-party boot loaders or other tools, Cellebrite Premium uses custom-designed, read-only methods, which ensure forensically sound File-System and Physical extractions.
- **Technology and Research and Development (R&D) Leadership.** Cellebrite provides the mobile forensic industry’s most comprehensive Android, Apple iOS, Blackberry, and Windows Mobile support. Cellebrite has a staff of 250+ engineers—the most of any mobile forensics’ solution provider. We are committed to investing in the ongoing R&D to innovate around customer and market needs.
- **Best-in Class Training Ensures a Repeatable, Reproducible Mobile Forensics Process.** Open to all user levels, from beginners to advanced, Cellebrite certification training provides hands-on experience with Cellebrite products and applications, delivering the tools and knowledge required for evidence collection data analysis, searching, and reporting.

Sincerely,

Hagit Reuven

VP, Global Sales Operations

Cellebrite Inc.
 8065 Leesburg Pike,
 Suite T3-302
 Vienna, VA 22182
 USA

Tel. +1 800 942 3415
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059
 DUNS: 033095568
 CAGE: 4C9Q7
 Company Website:
<http://www.cellebrite.com>

Quote

Quote# Q-370573-1
Date: Jan 29, 2024

Billing Information
 Wyoming Police Department
 2300 DeHoop Avenue SW
 Wyoming, Michigan 49509
 United States

Delivery Information
 Chris DeBoer
 2300 DeHoop Ave
 Wyoming, MI 49509
 United States

Wire To:
 Bank Routing Number: 021000021
 Account Number: 761020590
 Account Name: Cellebrite Inc.

Contact: Chris DeBoer
Phone: 6165307324

Contact: Chris DeBoer
Phone: 6165307324

Check Remittance (Only for NA):
 Cellebrite Inc. ,
 PO BOX 23551
 New York, NY, 10087-3551

End Customer:

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00054014	Aug 31, 2024	Net 30	USD	Sean Leahy

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-CNR-05-001	Inseyets Online Pro	1	Aug 01, 2024	Jul 31, 2025		0.00	0.00
S-UFD-20-003	Inseyets Pro UFED Subscription	1	Aug 01, 2024	Jul 31, 2025		4,400.00	4,400.00
S-UFD-20-006	Inseyets Pro PA Subscription	1	Aug 01, 2024	Jul 31, 2025		4,000.00	4,000.00
F-KAS-00-001	UFED Dongle Kit	1				84.00	84.00
F-KAS-05-000	Inseyets Kit	1				1,700.00	1,700.00
B-TRN-03-040	In-Person/Virtual CCO +CCPA Inseyets (5 days)	1				0.00	0.00
U-TRN-02-118	In-Person/Virtual (CCO) - Cellebrite Certified Operator Inseyets (2 days)	1	Jul 08, 2024	Jul 07, 2025		1,800.00	1,800.00
U-TRN-02-119	In-Person/Virtual (CCPA) - Certified Physical Analyst Inseyets (3 days)	1	Jul 08, 2024	Jul 07, 2025		2,700.00	2,700.00

SubTotal	USD 14,684.00
Shipping & Handling	USD 85.00
Sales Tax	USD 0.00
Total	USD 14,769.00

Comments:

Terms and Conditions:

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)

- Limited Warranty: Hardware:12 Months; Software:60 days; Touch Screen:30 days

- General: The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>

- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>

- Advanced Services (CAS): The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>

- Premium: The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>

- Pathfinder: The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>

- Training Services: The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>

- SaaS: The following terms apply to Cellebrite SaaS Services at <https://legal.cellebrite.com/SaaS.htm>

- Endpoint SaaS: The following terms apply to Cellebrite Cellebrite Endpoint SaaS at <https://legal.cellebrite.com/Endpoint-SAAS.html>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO

- CONTACT NAME & NUMBER of individual purchasing and bill to address

- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Wyoming Police Department

Signature: _____

Effective Date:

Name (Print): _____

Title: _____

Please sign and email to Sean Leahy at sean.leahy@cellebrite.com

Approved as to form:



Scott G. Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION TO CONCUR AND AUTHORIZE THE PURCHASE OF
TWO POSITIVE PRESSURE VENTILATION FANS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the purchase of one Milwaukee M18 positive pressure ventilation fan from Dinges Fire Company in the total amount of \$5,544.00.
2. It is also recommended City Council authorize the purchase of one Milwaukee M18 positive pressure ventilation fan from Dinges Fire Company in the total amount of \$5,544.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs and authorizes the purchase of two positive pressure ventilation fans in the total amount of \$11,088.00.
2. The City Council authorizes payment to Dinges Fire Company.
3. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding the publication and posting of bid notices, notification of bidders, and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2024:

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoice

Resolution No. _____

STAFF REPORT

Date: August 8, 2024

Subject: Purchase of Positive Pressure Ventilation Fans

From: Dennis Van Tassell, Fire Chief

CC: Kim Koster, Public Safety Chief
Kip Snyder, Deputy Public Safety Chief

Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended City Council concur with the purchase of one Milwaukee M18 positive pressure ventilation fan and authorize the purchase of one Milwaukee M18 positive pressure ventilation fan from Dinges Fire Company in the total amount of \$11,088.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 - SAFETY
- PILLAR 3 - STEWARDSHIP
 - GOAL 3 – Improve city infrastructure and service reliability.

DISCUSSION:

Positive pressure ventilation fans have a variety of applications for fire and emergency response and are mandatory equipment for each of our firefighting apparatus. A fan was purchased from Dinges Fire Company in July 2024 in the amount of \$5,544.00, which follows the fire department's equipment replacement schedule. The immediate replacement of a fan that recently broke, and is beyond repair, is also necessary. The Milwaukee M18 fan model is the only fan that uses the same Milwaukee batteries that are used for the other battery powered equipment stored on the fire department's fleet. Dinges Fire Company is the only authorized dealer in Michigan for this fan.

BUDGET IMPACT:

Funds are available in account numbers 660-441-58500-985.00 and 205-336-33900-740.000.



Dinges Fire Company

243 E. MAIN ST.
AMBOY, IL 61310
ph: 815-857-2000
fx: (815) 857-3700
Website: www.DingesFire.com

Invoice

Date: 07/17/2024
Invoice #: 56397
Customer ID: 11410
Due Date: 08/16/2024

BILL TO:
Wyoming Fire Dept, City Of 1250 36Th St. S.W.. Wyoming, MI 49509 United States

SHIP TO:
Wyoming Fire Dept, City Of 1250 36Th St. S.W.. Wyoming, MI 49509 United States

P.O. #	TRACKING #	TERMS
41482		Net 30 Day Terms

ITEM #	QTY	DESCRIPTION	UNIT PRICE	TOTAL
10453-V18-BL-08-SP	1	Milwaukee M18 18" PPV, 2x 8 Ah Bat., 2x AC Chargers, Shore Power	5,544.00	\$5,544.00

Other Comments or Special Instructions

- Total payment due within 30 days
- Accounts not paid within 60 days of the date of invoice are subject to a 2% monthly finance charge
- Please include the invoice number on your check.
- All Returns Must Be Processed Within 14 days of Delivery. Click here for Return/Refund policy: <https://www.dingesfire.com/returns/>

Subtotal	\$5,544.00
Discount	\$0.00
Sales Tax	\$0.00
Total	\$5,544.00
Amount Paid	\$0.00
TOTAL DUE	\$5,544.00

DINGES FIRE CO \$5,544.00
Batch #: 2025-00000127
Inv #: 56397

Contact customer
dingesfire.com.

Please make all checks payable to Dinges Fire Company.



Thank You For Your Business!

* Plattform

660-441-58500-985,000

Please detach the portion below and return it with your payment

Please Note:
This is the only vendor that provides this brand & it needs to be compatible with Milwaukee batteries as this is the only brand we utilize to maintain consistency throughout our equipment.

REMITTANCE

DATE
INVOICE #
CUSTOMER ID
AMOUNT ENCLOSED

56397
11410

RESOLUTION NO. _____

RESOLUTION TO ACCEPT PROPOSALS FOR
DOOR SECURITY IMPROVEMENTS AT THE WYOMING FIRE STATIONS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept proposals from Engineered Protection Systems, Inc. (EPS Security) for door security improvements at the Wyoming Fire Stations in the total estimated amount of \$25,121.00.
2. It is further recommended City Council authorize a contingency of approximately 10% as specified in the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposals from EPS Security for door security improvements at the Wyoming Fire Stations.
2. The City Council authorizes a contingency of approximately 10%.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
5. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract/Proposals

Resolution No. _____

Staff Report

Date: 08-07-2024
Subject: Fire Station Door Security Improvements
From: Dennis Van Tassell, Fire Chief
CC: Kim Koster, Public Safety Chief
Kip Snyder, Deputy Public Safety Chief

Meeting Date: 08-19-2024

RECOMMENDATION:

It is recommended that the City Council accept the proposal received from Engineered Protection Systems, Inc. (EPS Security), and authorize the Mayor and City Clerk to enter into a contract with EPS Security for door security improvements at the Wyoming Fire Stations in the amount of \$25,121.00, plus an approximate 10% contingency for a not to exceed amount of \$2500.00.

ALIGNMENT WITH STRATEGIC PLAN:

PILLAR 3 – STEWARDSHIP

- GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.
- GOAL 3 – Improve city infrastructure and service reliability.

DISCUSSION:

Improving and updating security systems at the Fire Stations are necessary to provide a safer environment for staff and to align with the updated security systems at other City facilities.

The security update project for the Fire Stations (4) includes replacement of existing interior and exterior security door access card readers, new DSX software that is compatible with all other City facility security systems, as well as other updated hardware. The existing key card and security systems at the Fire Stations are over 20 years old and not compatible with other City door access controls. Also, some additional door access card readers are necessary to accommodate current and planned renovations at our four Fire Stations.

Proposals were solicited from two contractors who deal in DSX Software and who have a history of performing work at City facilities. Contractors submitted comparable replacement and installation proposals as follows:

Vendor	Fire Stations
EPS Security	\$25,121.00
Allied Universal	\$53,226.00

It is recommended that the City Council authorize EPS Security to perform the door security improvement work for a total amount of \$25,121.00, plus an approximate 10% contingency for a not to exceed amount of \$2500.00.

BUDGET IMPACT:

The department will utilize funds from account 205-336-33800-975.000.

ATTACHMENTS:

EPS Security Proposals

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:

EPS Security
[Name of contracting entity]
A _____
[State and type of entity, e.g., corporation, limited liability company, etc.]
750 Front NW
[Contractor's street address]
Grand Rapids, MI 49504
[Contractor's city, state & zip]

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

Effective Date means: _____, 202_. Normally this is the day after the Council meeting at which it is approved.

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

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

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

5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Contractor: EPS Security

By: _____
Kent Vanderwood, Mayor

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

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

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: August 14, 2024

Date signed: _____, 20__

Approved as to form: _____
[Signature]

Scott G. Smith, City Attorney

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 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, <https://sam.gov/wage-determination/MI20240088/1>.

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

detailed 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**



Wyoming Fire Station #4

1500 Burton St SW

Wyoming MI 49509

RE: 36TH Street



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 6 HID Signo20 Mullion w/ Term Strip
- 2 HID 20KNKS-01-00001H Signo 20K Keypad Mullion Pigtail Reader with Seos Profile, Wiegand 4-Bit, Red L

Access Control System Investment

One Time Installation Charge \$4,216.00 Plus Tax

Tax Exempt (If checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement**
- Administration**
- Reports**
- Preventative Maintenance**

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

Additional Notes and Exclusions

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

- 25% deposit required on COMMERCIAL accounts. EPS will invoice the deposit prior to work commencing.
- 50% deposit required on RESIDENTIAL accounts. EPS will invoice the deposit prior to work commencing.
- EPS reserves the right to progress bill the installation based on a % of completion for installation that exceeds 60 days

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

07/26/2024



Wyoming Fire Station #2

4507 S Division Ave

Wyoming MI 49548

RE: Access Control



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 200 Wire Structured Cable Windy City
- 2 Door Locking Hardware Package
- 1 DSX 2-Door Expansion Module
- 4 HID Signo20 Mullion w/ Term Strip
- 1 HID 20KNKS-01-00001H Signo 20K Keypad Mullion Pigtail Reader with Seos Profile, Wiegand 4-Bit, Red L

Access Control System Investment

One Time Installation Charge \$5,837.00 Plus Tax

Tax Exempt (If checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement**
- Administration**
- Reports**
- Preventative Maintenance**

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

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- EPS reserves the right to progress bill the installation based on a % of completion for installation that exceeds 60 days

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

07/26/2024



Wyoming Fire Station #4

1500 Burton St SW

Wyoming MI 49509

RE: Access Control



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 2 DSX 2-Door Expansion Module
- 4 Door Locking Hardware Package
- 800 Wire Structured Cable Windy City
- 7 HID Signo20 Mullion w/ Term Strip
- 1 HID 20KNKS-01-00001H Signo 20K Keypad Mullion Pigtail Reader with Seos Profile, Wiegand 4-Bit, Red L

Access Control System Investment

One Time Installation Charge \$11,384.00 Plus Tax

Tax Exempt (If checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement**
- Administration**
- Reports**
- Preventative Maintenance**

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

Additional Notes and Exclusions

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- 50% deposit required on RESIDENTIAL accounts. EPS will invoice the deposit prior to work commencing.
- EPS reserves the right to progress bill the installation based on a % of completion for installation that exceeds 60 days

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

07/26/2024



Wyoming Fire Station #4

1500 Burton St SW

Wyoming MI 49509

RE: Gezon Parkway



The proposed EPS access control system will be programmed and managed by EPS you or your staff on site. This system enables EPS you to manage and record the activity of all card holders within the specified areas. The programmability of this systems allows control not only who has access but at what time and to which area.

Access Control Equipment to be Installed

- 6 HID Signo20 Mullion w/ Term Strip
- 1 HID 20KNKS-01-00001H Signo 20K Keypad Mullion Pigtail Reader with Seos Profile, Wiegand 4-Bit, Red L

Access Control System Investment

One Time Installation Charge \$3,684.00 Plus Tax

Tax Exempt (If checked, Plus Tax above is void)

Monthly Services \$0.00

- Service Agreement**
- Administration**
- Reports**
- Preventative Maintenance**

Photo ID Badging System:

- Badging Software
- Printer
- Camera, Lighting Kit & Tripod
- Color Ribbon & Cleaning Kit

Installation and Proposal Terms

The installation charges in this proposal include all design, wiring, mounting of control equipment programming, final system testing and user training. The system design is based upon our best estimate of the system you are requesting. Additional equipment may be added by you at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

Customer acknowledges and agrees permit fees will be billed direct to customer as a passthrough cost on the final invoice.

Additional Notes and Exclusions

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- 25% deposit required on COMMERCIAL accounts. EPS will invoice the deposit prior to work commencing.
- 50% deposit required on RESIDENTIAL accounts. EPS will invoice the deposit prior to work commencing.
- EPS reserves the right to progress bill the installation based on a % of completion for installation that exceeds 60 days

Dan Beuschel

Security Consultant

(616) 210-3384 ext.

dbeuschel@epssecurity.com

07/26/2024

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE RECORDING EQUIPMENT PROJECT FOR
COURTROOM NUMBER ONE AND COURTROOM NUMBER TWO

WHEREAS:

1. As detailed in the attached staff report, the Court Administrator is requesting City Council concur with the court recording equipment project completed by Buist Electric for courtroom number one and courtroom number two in the total amount of \$16,896.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the court recording equipment project completed by Buist Electric for courtroom number one and courtroom number two.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2024:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Invoices

Resolution No. _____

Staff Report

Date: August 12, 2024

Subject: Sole Source Procurement Recommendation for Court Recording
Equipment, Courtroom #1 and Courtroom #2

From: Christopher Kittmann, Court Administrator

Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended City Council concur with the sole source procurement of court-recording equipment from Buist Electric, as detailed in this report for both courtrooms that will be utilized for courtroom proceedings. The total amount is \$16,896.00.

[Courtroom #1 was \$8,478.00; Courtroom #2 was \$8,418.00]

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – stewardship
- Goal 2 – enhance the efficiency and effectiveness of city operations and services

DISCUSSION:

The current court recording equipment is outdated and unreliable, affecting the efficiency and accuracy of court proceedings. After an exhaustive review of potential suppliers, Buist Electric has been identified as the sole source provider capable of meeting the City's specific technical and support requirements.

The new recording system will enhance courtroom safety by ensuring accurate and reliable recording of proceedings. This improvement supports legal accuracy and the integrity of judicial processes, which is crucial for upholding justice and public trust. The selected equipment's longevity and low maintenance requirements will reduce the need for frequent replacements and repairs, contributing to more efficient use of taxpayer funds.

Buist Electric's equipment is uniquely suited to our existing court infrastructure. Their system integrates seamlessly with our current setup, minimizing disruption and ensuring

compatibility. The equipment offered is the latest model, featuring advanced recording capabilities, enhanced audio clarity, and reliable performance, which are critical for accurate court documentation.

Buist Electric provides exceptional customer service and technical support, including on-site training for court staff. Their comprehensive maintenance plan ensures that any issues are promptly addressed, which is crucial for maintaining operational continuity and minimizing downtime.

While Buist Electric's equipment may have a higher upfront cost compared to other providers, the total cost of ownership is favorable. Their system's durability, combined with their robust support services, offers long-term value, and reduces the likelihood of costly repairs and replacements in the near future.

The sole source designation is justified due to the specialized nature of the equipment and the lack of other vendors who can offer a comparable solution. Buist Electric's exclusive partnership with the manufacturer allows them to provide specialized features and support that are not available from other sources.

BUDGET IMPACT:

Funds are budgeted in account number 101.286.28600.805.000.

Attachment:

Buist Electric Invoice dated 2.25.2024.

Buist Electric Invoice dated 6.30.2024.



BUIST ELECTRIC
Raising The Standard

Invoice

200399

Bill to: CITY OF WYOMING P.O. BOX 905 WYOMING, MI 49509	Job: A240293 City of Wyoming - Court 2650 DeHoop Ave SW Wyoming, MI 49509
---	---

Invoice #. 200399 Payment Terms: NET 15 DAYS Customer Code: C5001 Buist Project Manager: Chris Hamilton	Date: 06/30/24	Customer P.O. #: CHRIS KITTMANN Customer Email: accounts payable@wyomingmi.gov
--	----------------	---

Remarks: JOB #A240293 -- FINAL BILLING

Description	Extension
FINAL BILLING *SERVICE COMPLETED 06/28/24*	
1) WORK DONE PER QUOTATION #OP-2462778B, DATED 05/31/24	
2) RE: COURTROOM #1 - SHURE CEILING MICROPHONE UPGRADE - INSTALLATION	
TOTAL	3,430.00

101. 286. 28600. 801. 000

BUIST ELECTRIC \$3,430.00
 Batch #: 2024 00002862
 Inv #: 200399



THANK YOU FOR YOUR BUSINESS

Total:	<u>3,430.00</u>
Less Retention:	
Current Due:	<u>3,430.00</u>

2 - 84th Street SW, Byron Center, MI 49315

Phone: (616) 878-3315

Fax: (616) 878-3556

Billing@Buistelectric.com

Page: 1



BUIST ELECTRIC
Raising The Standard

Invoice

200398

Bill to: CITY OF WYOMING P.O. BOX 905 WYOMING, MI 49509	Job: A240293 City of Wyoming - Court 2650 DeHoop Ave SW Wyoming, MI 49509
---	---

Invoice #: 200398 Payment Terms: NET 15 DAYS Customer Code: C5001 Buist Project Manager: Chris Hamilton	Date: 06/30/24 Customer P.O. #: CHRIS KITTMANN Customer Email: accountspayable@wyomingmi.gov
--	---

Remarks: JOB #A240293 -- FINAL BILLING

Description	Extension
FINAL BILLING *SERVICE COMPLETED 06/28/24*	
1) WORK DONE PER QUOTATION #OP-2462778A, DATED 05/31/24	
2) RE: <u>COURTROOM #1 - SHURE CEILING MICROPHONE UPGRADE - HARDWARE ONLY</u>	
TOTAL	5,048.00

101. 286. 28600. 801. 000

BUIST ELECTRIC \$5,048.00
 Batch #: 2024-00002862
 Inv #: 200398



641341

THANK YOU FOR YOUR BUSINESS

Total: 5,048.00

Less Retention:

Current Due: 5,048.00

2 - 84th Street SW, Byron Center, MI 49315

Phone: (616) 878-3315

Fax: (616) 878-3556

Billing@Buistelectric.com

Page 1



BUIST ELECTRIC
Raising The Standard

Invoice

196852B


Bill to: CITY OF WYOMING P.O. BOX 905 WYOMING, MI 49509	Job: A240139 City of Wyoming - 62A Dis 2650 DeHoop Ave SW Wyoming, MI 49509
---	---

Invoice #: 196852B Payment Terms: NET 15 DAYS Customer Code: C5001 Buist Project Manager: Chris Hamilton	Date: 02/25/24	Customer P.O. #: CHRIS KITTMANN Customer Email: accounts payable@wyomingmi.gov
---	----------------	---

Remarks: JOB #A240139 -- PREBILL

Description	Extension
MATERIAL	5,498.00
1) WORK UNDERWAY PER QUOTATION #OP-2461210, DATED 02/07/24	
2) RE: <u>62A DISTRICT COURT - MICROPHONE UPGRADE</u>	

BUIST ELECTRIC \$5,498.00
 Batch #: 2024-00001890
 Inv #: 196852B



634392

THANK YOU FOR YOUR BUSINESS

Total:	5,498.00
Less Retention:	
Current Due:	5,498.00

2 - 84th Street SW, Byron Center, MI 49315

Phone: (616) 878-3315

Fax: (616) 878-3556

Billing@Buistelectric.com

Page: 1



BUIST ELECTRIC
Raising The Standard

Invoice

196852A

Bill to: CITY OF WYOMING P.O. BOX 905 WYOMING, MI 49509	Job: A240139 City of Wyoming - 62A Dis 2650 DeHoop Ave SW Wyoming, MI 49509
---	---

Invoice #: 196852A Payment Terms: NET 15 DAYS Customer Code: C5001 Buist Project Manager: Chris Hamilton	Date: 02/25/24	Customer P.O. #: CHRIS KITTMANN Customer Email: accounts payable@wyomingmi.gov
---	----------------	---

Remarks: JOB #A240139 -- PREBILL

Description	Extension
LABOR	2,920.00

- 1) WORK UNDERWAY PER QUOTATION #OP-2461210, DATED 02/07/24
- 2) RE: 62A DISTRICT COURT - MICROPHONE UPGRADE

BUIST ELECTRIC \$2,920.00
 Batch #: 2024-00002018
 Inv #: 196852A



USE
 101.136.136000.805-000
 DATA PROCESSING

THANK YOU FOR YOUR BUSINESS

Total:	2,920.00
Less Retention:	
Current Due:	2,920.00

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE COURTROOM REMODEL PROJECT

WHEREAS:

1. As detailed in the attached staff report, the Court Administrator is requesting City Council concur with the courtroom remodel project completed by Nugent Builders in the total amount of \$24,750.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the courtroom remodel project completed by Nugent Builders.
2. The City Council waives the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2024:

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Invoice

Staff Report

Date: August 12, 2024
Subject: Courtroom Partial Remodel
From: Christopher Kittmann, Court Administrator
Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended City Council concur with the expenditure associated to partial courtroom remodeling project at the 62-A District Court. Despite the absence of formal bids during the initial solicitation period, the project was executed under an alternative procurement method that ensured timely and effective completion. The total amount is \$24,750.00.

COMMUNITY:

The completion of the courtroom remodel project has had a positive impact on the community by enhancing the functionality and accessibility of our local judicial facilities. Key improvements include:

- **Modernized Facilities:** Upgrades have modernized the courtroom, making it more efficient and user-friendly for all stakeholders.
- **Enhanced Accessibility:** Improvements have been made to ensure that the courtroom is accessible to individuals with disabilities, aligning with ADA requirements.
- **Increased Public Satisfaction:** The upgraded facilities are expected to enhance the overall experience for community members involved in legal proceedings.

The community's feedback during and after the remodel has been positive, indicating that the improvements have been well-received and are meeting the needs of the public.

SAFETY:

The remodel project incorporated several safety enhancements, including:

- **Updated Security Systems:** Installation of advanced security features to safeguard all courtroom users.
- **Improved Emergency Exits:** Enhanced exit routes and safety measures to ensure quick evacuation in case of emergencies.
- **Compliance with Safety Codes:** The project adhered to current safety standards and codes, ensuring a secure environment for court proceedings.

These safety upgrades contribute significantly to the overall well-being of the courtroom environment, providing a secure and compliant space for legal activities.

STEWARDSHIP:

In alignment with the principles of responsible stewardship, the completed remodel project demonstrated:

- **Financial Responsibility:** Effective budget management and cost control measures ensured that the project was completed within financial constraints, despite the absence of competitive bids.
- **Transparency:** The project was conducted with transparency in its alternative procurement method, with regular updates provided to relevant stakeholders.
- **Sustainability:** Efforts were made to incorporate sustainable practices and materials, minimizing the project's environmental impact.

The successful completion of the courtroom remodel project exemplifies a commitment to prudent stewardship of public resources while meeting community needs and safety standards.

Despite the absence of formal bids during the initial solicitation period, the project was executed under an alternative procurement method that ensured timely and effective completion. The Council's approval will confirm the project's successful completion and facilitate the final administrative processes.

DISCUSSION: The courtroom remodel project, which began in the spring of 2021 was intended to be bid through a public solicitation process. When the project began the court received nearly zero interest from numerous construction companies, often having the company no-show to start a bid. To address this issue and avoid ongoing delays, the project was completed using an alternative procurement approach via direct negotiation with Nugent Builders.

Key aspects of the completed project include:

1. **Scope and Execution:** The project adhered to the revised scope, which included upgrades to the courtroom's facilities, technology, and accessibility features, reflecting the community's needs and legal requirements.
2. **Cost Management:** Despite the lack of bids, the project was managed within the allocated budget through careful financial oversight and cost control measures.

3. **Timeline:** The remodel was completed on schedule, ensuring that court operations resumed without unnecessary interruptions.

The alternative procurement method used was deemed necessary to ensure project completion and to address the immediate needs of the courtroom. The project's successful execution reflects effective management and adherence to the revised project goals.

BUDGET IMPACT:

Funds are budgeted in account number 101.286.28610.975.000

Attachment:
Nugent Builders Invoice



Nugent
Builders, Inc.

Quality Since 1978

11625 Northland Dr. NE
Rockford, MI 49341
Phone (616) 866-7663
Fax (616) 866-7726

INVOICE

Customer: City of Wyoming/ 62A District Court
Court Administrator - Christopher Kittmann
Street: 2650 De Hoop
City and State: Wyoming, MI 49509

Date: 6/5/2024
Date Due: 7/5/2024

Work description: Wyoming Courthouse

DESCRIPTION:	TOTAL PROPOSED AMOUNT	PREVIOUSLY BILLED	AMOUNT DUE THIS INVOICE
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Original Proposal Price	49,500.00
Progress Billing - Courtroom Renovation	24,750.00

101. 286. 28610. 975.000

PER
KATIE

NUGENT BUILDERS INC 24,750.0
Batch #: 2024-00002862
Inv #: 2024-00005378



041344

TO	0.00	0.00	24,750.00
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*A P on accounts 30 days past date of invoice.

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL TO DEVELOP A STRATEGIC APPROACH
TO ASSESSING THE CONDITION OF THE 42-INCH TRANSMISSION MAIN

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Prein & Newhof, Inc. to develop a strategic approach to assessing the condition of the 42-inch transmission main in the total estimated amount of \$47,000.
2. The project will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Prein & Newhof, Inc. to develop a strategic approach to assessing the condition of the 42-inch transmission main
2. The City Council approves the attached budget amendment.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.

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 August 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Contract/Proposal

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT


Date: August 19, 2024

Budget Amendment No. 005

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$47,000 of budgetary authority to provide the necessary funds to develop a strategy for assessing the condition of the 42-inch transmission main.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Water Fund</u>				
Water Utility - T and D Pipeline to Gezon - Professional Services				
591-537-56300-801.000	\$ -	\$ 47,000.00	\$ -	\$ 47,000.00
Fund Balance/Working Capital (Fund 591)		<u>\$ -</u>	<u>\$ 47,000.00</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

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

City Clerk

STAFF REPORT

Date: August 8, 2024
Subject: Transmission Main Condition Assessment Strategic Approach
From: Jaime Fleming - Superintendent
CC: Myron Erickson, P.E. – Director of Public Works
Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended that City Council approve engineering services from Prein & Newhof up to an estimated amount of \$47,000.00 to develop a strategic approach to assessing the condition of the 42-inch transmission main.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve city infrastructure and service reliability

DISCUSSION:

Over the past few years, the 42-inch water transmission main has experienced several failures along the portion that is made of prestressed concrete cylinder pipe (PCCP). The majority of the 27-mile length of the 42-inch main is made of PCCP. It is important to understand the current condition of this piping and to identify what maintenance and operational strategies can be put in place to improve and prolong its life.

There are numerous ways to conduct a pipe assessment. Each entails a different physical approach, provides unique data, and varies in cost. Because of this complexity, it is important to understand the available methods and then develop a pipe assessment strategy based on feasibility, cost, and time.

Prein and Newhof brings familiarity with Wyoming's transmission mains and water system operations, access to expertise in piping materials, and experience with similar projects in the West Michigan area. The outcome of their work will be an action plan to carry out the assessment.

BUDGET IMPACT:

Adequate funds exist in the Water Fund account 591-537-56300-801.000. However, a budget amendment from working capital is needed.

CITY OF WYOMING

PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN
(OVER \$8,500)
(NO RFP)

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

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

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: August 20, 2024.

Professional means: Prein & Newhof, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3355 Evergreen Dr NE
[Professional's street address]
Grand Rapids, MI 49525
[Professional's city, state & zip]

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

Proposal means Professional's proposal attached as Exhibit B.

Services or Work means the services described and specified in the Proposal.

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

TERMS AND CONDITIONS

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

- Contractor will perform the Services and provide the deliverables as detailed in the Proposal.
- City will pay the Professional in accordance with the Proposal.
- Professional represents and warrants, except for those listed in this paragraph as inapplicable or that are modified by this paragraph, Professional is complying with and will comply with the Standard Terms. Inapplicable conditions are as follows:

None.

4. If the Services include preparation of bid documents, Professional must ensure those documents are consistent with and do not duplicate City's standard bid documents. Costs incurred by City to address duplicative or inconsistent provisions (including city staff time) will be deducted from any fixed fee or project-based cost paid Professional. Any bid documents Professional provides must show that Professional or the professional overseeing the project to be bid will be making recommendations about acceptance of work, substantial and final completion, substitutions, and other decisions for City to make determinations. AIA, EJCDC, or other standardized contract forms must be modified, if necessary, to meet this requirement.

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


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

City of Wyoming

By: _____
Kent Vanderwood, Mayor


By: _____
Kelli VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

Prein & Newhof, Inc.

By: 

[Signature officer, director or principal of Professional]
Mark Prein, Vice President
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: August, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

1. Legal Compliance. Professional and Professional's personnel must comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of a governmental agency, official or court of competent jurisdiction.

2. Grant Compliance. If City identifies state or federal grant funds as a source of payment for the project, Professional (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions applicable to this contract.

3. Qualifications. Professional represents and promises that:

A. Professional and Professional's personnel have and will maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Services.

B. Professional, any subcontractor, and all their 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, Professional is not on the HUD list of debarred and suspended participants. Unless waived by City's purchasing director, Professional and all subcontractors will register on the Federal SAM Registry available at: <https://usfcr.com>. Professional is not on and will remain off the Federal System for Award Management list of entities ineligible for federal contracts.

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

4. 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 other engage in for or on City's behalf. Therefore:

A. Professional in (i) employment actions and (ii) soliciting, bidding or contracting with subcontractors or 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. Professional 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 Professional engages with others on City's behalf, Professional must (i) ensure all persons are treated with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on any reason listed in subsection A, and (ii) if any engaged individuals have limited English proficiency (*i.e.*, speak English less than very well), Professional will use language assistance services in communications.

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

E. Professional 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.

5. Ethical Standards. To the best of Professional's knowledge after reasonable inquiry:

A. Professional, Professional's personnel, and any parent, affiliate, or subsidiary organization of Professional has not engaged in and will 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 Professional or of any parent, affiliate, or subsidiary organization 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. Professional will immediately notify City of any subsequently discovered violation of the standards in this section.

6. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall only in accordance with City Manager's prior written approval.

7. Payment to Professional.

A. Professional shall submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.irs.gov) before beginning the Services.

B. Payments to Professional will be made in accordance with the Proposal. If no other terms are provided, payment of invoices to City will generally be made within 30 days after all required information is submitted and City's representative agrees the Services have been performed and deliverables received in accordance with the Proposal.

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.

8. Intellectual Property. Professional 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 copyright, patent, trademark, or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for alleged infringement of intellectual property rights by reason of their sale or use as part of this contract and will pay all costs, damages, and profits recoverable in any action.

9. Taxes. City is generally exempt from federal and 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 separately list amounts added for taxes.

10. Records. City is a public entity that receives funds from other governmental agencies. Thus, (i) City must 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 records relating to its contracts. Professional will retain copies of all records related to the contract, for at least 7 years after completion of the contract. Professional shall, within 5 City business days of a City request, allow inspection, auditing and copying of retained records.

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

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

13. Disputes/Remedies. For all disputes under this contract:

A. Before filing a lawsuit, a party must first notify the other party in writing stating the provision involved, stating 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 receiving party shall, within 14 days, respond in writing detailing reasons why it disagrees that it has failed to comply with the contract and/or actions it has taken or is taking to address noncompliance and prevent recurrence. The parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

B. A party need not follow the §13.A procedure if it previously did so regarding noncompliance with the same contract provision.

C. Jurisdiction and venue for any dispute shall be solely in state courts in Kent County, Michigan. 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, filing fees, expert consulting/witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and all 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.

14. Professional Liability and Risk Allocation.

A. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel (i.e., Professional's members, directors, partners, officers, employees, subcontractors, or any other individuals Professional engages to provide the Services under this contract) to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.

C. Professional is solely responsible for Professional's personnel.

1. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.

2. Professional will, to the degree of fault of Professional's personnel, defend City and City's officers from all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.

3. Nothing in this contract limits Professional's liability for bodily injury or property damage to the City's officers or employees or

property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.

15. Insurance.

A. Professional shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations	Coverage to include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals Coverage; and (D) Broad Form General Liability Extensions or equivalent, if not already included; (E).
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 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.
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 that may be in effect shall be secondary and/or excess.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$_____.	Coverage must include loading & unloading, transportation, storage, & removal of all hazardous waste or material. If this policy is claims made form, Professional must keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract. Coverage shall be primary and any other insurance shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required for environmental consultant services. Amount required \$3,000,000 unless City's attorney otherwise approves.	If the policy is claims made form, then Professional shall keep the policy in force, or purchase "tail" coverage, for at least 3 years after the termination of this contract.

16. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Professional 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).

Scope of Work

The Condition Assessment Strategic Approach Development effort will include the following basic elements:

- Kickoff meeting to confirm desired outcomes
- Collect and review historical pipeline data
- Develop understanding of operational constraints
- Develop list of potential options and available technologies including but not limited to:
 - Risk Failure Analysis of pipe along line
 - Schedule/Opportunities for internal person entry inspection
 - Targeted external inspection
 - Acoustical Leak Detection
 - Electromagnetic Inspection
 - Acoustical Fiber Monitoring
 - Review of Transient Analysis for Risk Assessment of Operational Scenarios
 - Targeted Repair Methods
- Review pros and cons of options
- Develop flow chart/decision tree of potential next steps, recommendations, and implementation timeline
- Conduct a review meeting
- Finalize and submit strategic approach and action plan

Schedule

We anticipate the Condition Assessment Strategic Approach Development activities can be completed within twelve (12) weeks after your direction to proceed.

Fee Estimate

We propose to perform these services on a time and material basis with a cost not to exceed \$47,000.

We further propose establishing a Master Professional Services Agreement for future work with contract terms consistent with the most recent contract revisions. The agreement would be used in conjunction with specific City approved project scope.

Thank you again for the opportunity to provide you with this proposal. If you have any questions on the proposal, please do not hesitate to contact our office.

Sincerely,
Prein&Newhof



Mark R. Prein, P.E.

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 listed below as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
Recliners	David Woods DBA Fire Station Outfitters	\$13,510.00
Headworks Roof Replacement	Division 7 Building Contractors, Inc. DBA Endurance Commercial Roofing	\$167,764.00

2. It is further recommended City Council authorize a contingency of approximately 10% as specified in the attached staff report for the headworks roof replacement project.
3. The City Council authorizes the Mayor and City Clerk to sign the contracts.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on August 19, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: August 7, 2024
Subject: Fire Station Recliners
From: Dennis Van Tassell, Fire Chief
CC: Kim Koster, Public Safety Chief
Kip Snyder, Deputy Public Safety Chief
Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended City Council accept the bid from Fire Station Outfitters to purchase fourteen fire station recliners in the amount of \$13,510.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Stewardship
 - Objective 1

DISCUSSION:

On Tuesday July 30, 2024, the City received four bids for fire station recliners. Department personnel conducted an extensive examination of fire station recliners to ensure that the bid specifications would meet functionality, quality, and budgetary criteria. A bid request was presented with specific parameters to meet these expectations. Seventy-five registered bidders received invitations to bid, and twenty-three bids were downloaded by prospective bidders.

Several criteria were used to reach this determination including cost, warranty, and compliance with bid specifications. There was one less expensive bid, but after reviewing the website of the product listed, there was no information found regarding the actual recliner that was bid. There was no way to ensure bid compliance could be met, and documentation submitted could not confirm bid specifications would be met.

Bidder	Price Per Recliner	Total Cost
Elite Textile Trading LLC	\$755.00	\$10,570.00
David Woods DBA Fire Station Outfitters	\$965.00	\$13,510.00
Working Fire Furniture & Mattress Co, Inc. DBA FireStationFurniture.com	\$1,060.00	\$14,840.00
ODP Business Solutions, LLC	\$2,183.06	\$30,562.84

BUDGET IMPACT

The department will utilize funds from account 205-336-33800-975.000.

ATTACHMENTS

Contract

CITY OF
WYOMING

FIRE STATION RECLINERS PROJECT CONTRACT
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:

FIRE STATION OUTFITTERS
(Name of supplying entity)
A CALIFORNIA - CORPORATION
(State and type of entity, e.g., corporation, limited liability company, etc.)
331 WESTER RD
(Supplier's street address)
MODESTO CA 95357
(Supplier's city, state & zip)

Effective Date means: 7/26, 2024

"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: FIRE STATION OUTFITTERS
By: DAVID WOODS
(Signature of director or principal of Contractor)
DAVID WOODS OWNER
(Typed/Printed Name & Title of Person Signing for Contractor)
Date signed: 7/26, 2024



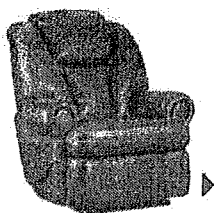
REQUEST

QUOTE

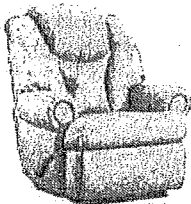


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Home (/) > Bestsellers (/collections/bestsellers) > Unit 227 King Comfort.



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21Brown.jpg?
v=1688598714)



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17LightBrown.jpg
v=1688598717)



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14Grey.jpg?
v=1688598721)



Quote (0)

Fire Station Outfitters -



ROCKER RECLINER FEATURE BENEFITS

325 POUND CAPACITY
LEGGETT & PLAT MECHANISM
100% POLYESTER COVER
HARDWOOD REINFORCED FRAME
MORTISE & TENON CONSTRUCTION
HARDWOOD SEAT BOX
HEAVY DUTY 7/8 GAUGE SINOUS SEAT SPRINGS
HIGH DENSITY SOLID FOAM SEAT CORE
HEAVILY PADDED ARMS AND SIDE PANELS
SOLID ONE PIECE ARM FRAME CONSTRUCTION
PERMA LIFE DELRIN RIVET JOINTS
HEAVY DUTY NYLON THREAD IN ALL OPERATIONS
5 YEAR WARRANTY ON FRAME, SPRINGS & MECHANISM

GUARDIAN 100% BREATHABLE POLYURETHANE

UNIT 208 HEAVY DUTY VINYL

UNIT 155 TOP-GRAIN COWHIDE LEATHER COVER

UNIT 170 TOP-GRAIN COWHIDE LEATHER COVER

(power only, power headrest, power lumbar, power extended footrest)

Space-saver)

UNIT 196 SWIVEL GLIDER TOP GRAIN COWHIDE LEATHER COVER

UNIT 207 TOP-GRAIN COWHIDE LEATHER COVER

THE UNIT 231/227 King Comfort (Space Saver) Recliners FEATURE BENEFITS

500 POUND CAPACITY

DROP-IN COIL SEAT

BIG AND TALL SCALE

OTTOMAN HEIGHT 23" (4 INCHES HIGHER THAN 156BT)

METAL SEAT BOX

LEGGETT & PLAT MECHANISM
HARDWOOD REINFORCED FRAME
MORTISE & TENON CONSTRUCTION
HARDWOOD SEAT BOX
HIGH DENSITY SOLID FOAM SEAT CORE
HEAVILY PADDED ARMS AND SIDE PANELS
SOLID ONE PIECE ARM FRAME CONSTRUCTION
5 YEAR WARRANTY ON FRAME, SPRINGS & MECHANISM
PERMA LIFE DELRIN RIVET JOINTS FOR INCREASED MECHANISM LIFE
STEEL SUPPORTED ARM FRAMES
EXTRA WIDE BASE STANCE FOR STABILITY & STRENGTH
ALL MAJOR JOINTS ARE MORTISE & TENON CONSTRUCTION
HEAVY-DUTY NYLON THREAD USED IN SEWING OPERATIONS
EXTRA SUPPORT RAIL IN THE BACK FRAME
PREMIUM FURNITURE GRADE PLYWOOD FRAME
SOLID ONE PIECE ARM/FRAME CONSTRUCTION

UNIT 231 has a 100% polyester cover

UNIT 227 has a polyester blend

OVERALL DIMENSIONS 44W X 44D X 48H

OVERALL SEAT 24W X 22D X 22H

ARM HEIGHT 28

RECLINED LAYOUT 79"

INSTALLATION

The Recliners are easy to assemble. They ship in a heavy carton and are packed in two pieces, the back and seat in one box. The back simply slides into the two metal channel pieces on the back of the seat and automatically locks into place. This installation process takes about 5 minutes from unpacking the recliner to sliding the back into place. Since the recliners are big, they are easier to move in two pieces. Once you have them at the desired location, slide the back into the seat channels, stretch the fabric over the Velcro tabs and the installation is complete.



STAFF REPORT

Date: August 2, 2024
Subject: Headworks Roof Replacement
From: Dan Kleinheksel, Utility Maintenance Manager
CC: Myron Erickson, Director of Public Works
Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended the City Council award the bid for the Clean Water Plant headworks building roof replacement with a 20-year warranty provided by Division 7 Building Contractors, Inc. in the bid amount of \$167,764.00, plus a 10% contingency for a total amount of \$184,600.00.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 3 – STEWARDSHIP
 - GOAL 3 – Improve City infrastructure and service reliability

DISCUSSION:

The Clean Water Plant Headworks building, constructed in 2000, currently has a rubber membrane roof system and a lightning protection system. Over time, the roof system has deteriorated due to age and environmental factors. MWA Commercial Roofing Solutions conducted an analysis and confirmed the utility staff's assessment, finding issues such as loose and unadhered membrane, moisture-saturated and buckled insulation, and damaged lightning protection. Given that the roof has surpassed its 20-year life expectancy, it is advisable to replace the roof membrane system. Additionally, MWA recommended installing a roof safety railing system for safety compliance.

Therefore, bid specifications were prepared for replacing the roof membrane system, repairing the lightning protection system, and installing a safety railing system. The project was competitively bid, with specifications available on the City's website. Thirty-two registered bidders downloaded the project specifications, and a pre-bid meeting was held on Wednesday, June 26, 2024.

On Tuesday, July 18, 2024, six bids were received, as shown in the attached tabulation. During post-bid interviews with the three lowest bidders, it was discovered that a 1/8" slope per foot roof taper was bid instead of the typical 1/4" slope per foot. To ensure proper drainage and prevent ponding and material damage, a post-bid addendum was issued to require the correct 1/4" slope per foot taper. On August 1st, bids for the 1/4" sloped taper were received from five of

the six bidders. After reviewing the bid documents, Division 7 Building Contractors, Inc. was found to meet the bid specifications and provided the lowest bid.

TABULATION:

Bidder	Base Bid Amount	¼" Taper Option	Total Bid Amount
Division 7 Building Contractors, Inc. DBA Endurance Commercial Roofing	\$173,814.00	(\$6,050.00)	\$167,764.00
Great Lakes Systems, Inc.	\$179,300.00	(\$4,050.00)	\$175,250.00
Versatile Roofing Systems, Inc	\$170,500.00	\$14,225.00	\$184,725.00
Modern Roofing, Inc.	\$188,000.00	\$400.00	\$188,400.00
Hoekstra Roofing Company	\$290,000.00	\$8,250.00	\$298,250.00
Certified Building Solutions LLC	\$185,624.00	No bid	No Total

BUDGET IMPACT:

Adequate funds exist and have been budgeted for in the Clean Water Plant account #590-536-54400-986.444.

CITY OF
Wyoming
MICHIGAN

BID/PROPOSAL FOR CLEAN WATER PLANT HEADWORKS BUILDING ROOF REPLACEMENT 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: Division 7 Building Contractors, Inc.
A Corporation
[Name of contracting entity]
8179 Neptune Drive
[State and type of entity, e.g., corporation, limited liability company, etc.]
Kalamazoo, MI 49009
[Contractor's street address]
[Contractor's city, state & zip]

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

Effective Date means: _____, 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:

[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: Division 7 Building Contractors, Inc.

By: 
[Signature Officer, director, or principal of Contractor]
Division 7 Building Contractors, Inc.
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: August 6, 2024

ORDINANCE NO. 7-24

ORDINANCE TO AMEND CITY CODE SECTIONS 70-77 AND 70-78 TO CLARIFY ODD-EVEN
PARKING ON STREETS WITH NO PARKING SIGNS

THE CITY OF WYOMING ORDAINS:

Section 1. Sections 70-77 and 70-78 of the Code of Ordinances, City of Wyoming, Michigan, are amended to read as follows:

Sec. 70-77. Odd and even parking for winter and snow emergencies.

(a) During the months of December, January, February, March and, at other times during any declared snow emergency:

(1) A motor vehicle or a licensed trailer or equipment shall be parked only on that side of the street having even-numbered street addresses on even-numbered calendar days and on that side of the road having odd-numbered street addresses on odd-numbered calendar days between the hours of 12:00 midnight and 6:00 p.m. of the same day.

(2) On cul-de-sacs, on-street parking of a motor vehicle or a licensed trailer or equipment is permitted between the hours of 12:00 midnight and 6:00 p.m. of the same day only on even-numbered calendar days.

(b) The city manager may declare a snow emergency when the city manager determines that because of current or anticipated winter weather conditions it is prudent to declare such an emergency in order to clear and maintain the streets of the city so as to allow normal and safe vehicular traffic, parking and access, or to open catch basins to improve street drainage.

(1) A declared snow emergency shall continue in effect until such time that the city manager declares the emergency to be ended.

(2) The city manager shall use reasonable means commensurate with the time and the weather conditions to notify the citizens by website, by publication, by media releases, or by other means a snow emergency declaration.

(c) This section does not allow on-street parking on any street or part of a street on which "no parking" signs are posted. "No parking signs" are always in effect. For example, if the even-numbered side of a street is posted with "no parking" signs, no one may park on the even-numbered side of that street at any time. During the enforcement of odd-even parking under this section, no parking is allowed on either side of that street on even-numbered days.

Sec. 70-78. – Violations.

(a) A violation of this Division is a municipal civil infraction for which a civil fine of \$30 shall be imposed.

(b) Parking violation notices or municipal civil infraction citations for violations of this Division may be issued by a city police officer, police cadet, firefighter, fire inspector, fire marshal, building official, building inspector, housing inspector, director of community and economic development, code enforcement inspector, city manager, deputy city manager, or any other person the city manager authorizes in writing to issue such parking violation notices or municipal civil infraction citations.

(1) A parking violation notice may be placed on or affixed to a vehicle that is parked in violation of this Division to notify the owner or driver of the offense. The notice shall state the date and time of issuance. A notice of violation shall not require payment of a fine or other amount.

(2) A municipal civil infraction citation shall be issued in the same form and manner as for any other parking violation and shall require the same response, appearance, payment of fine and other consequences and actions as any other municipal civil infraction citation.

(3) A parking violation notice or municipal civil infraction citation issued pursuant to this subsection shall contain or be accompanied by a statement that failure to move the parked vehicle to comply with the requirements of this Division will result in the impoundment of the vehicle as provided in this Division.

(c) A vehicle parked in violation of this Division is a public nuisance *per se*.

(d) If 48 hours has elapsed since a parking violation notice or a municipal civil infraction citation was issued under subsection (b) and the vehicle is still parked or again parked in violation of this Division, a city official authorized to issue a parking violation notice or municipal civil infraction citation under subsection (b) may order the vehicle's impoundment so the street can be plowed.

(e) Notice of the vehicle's impoundment shall be given in the same manner as for impounding a vehicle under other circumstances in which neither the owner nor operator is present. Towing, storage, and other fees related to impounding the vehicle shall be due, payable, and collectable from the owner of the vehicle and the operator of the vehicle, jointly and severally, in the same manner as for impounding a vehicle under other circumstances. A vehicle so impounded shall be released from impound in the same manner as for a vehicle impounded under other circumstances in which the owner or operator were not present or as ordered by a court of competent jurisdiction.

(f) If the city incurs costs to impound a vehicle as provided in this section, but the vehicle is not actually removed but is released to the owner or operator before its removal, the owner or operator shall pay, in addition to the penalty for the violation, all costs incurred by the city to implement steps toward removal of that vehicle.

Section 2. This ordinance shall take effect on _____, 2024.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2024.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 7-24

Introduced: August 19, 2024

Adopted: September 16, 2024

STAFF REPORT

Date: August 8, 2024
Subject: Odd-Even Parking Ordinance Amendment
From: Kimberly S. Koster, Director of Public Safety
Meeting Date: August 19, 2024

RECOMMENDATION:

It is recommended that the City Council approve an ordinance to amend City Code, Sections 70-77 and 70-78, in order to clarify odd-even parking regulations.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
 - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

During the months of December, January, February, and March, odd-even parking rules apply on most residential streets in Wyoming. The purpose of these rules is to keep our roadways clear, safe, and accessible to residents, snowplows, and emergency vehicles.

Parking on the wrong side of the street in winter, in violation of odd-even parking regulations, creates hazardous conditions for snowplows and emergency vehicles. When cars are parked on the incorrect side, snowplows cannot clear the street properly, leaving snow and ice behind. This reduces road width, making it difficult for emergency vehicles, like ambulances and fire trucks, to pass through. Additionally, poorly cleared streets increase the risk of accidents, as drivers may lose control on icy patches or be forced to swerve around uncleared areas.

The police department receives numerous complaints from residents every winter regarding the impact of odd-even parking violations. Residents also voice their concerns over the issue on various social media pages, including the City's own Facebook page. Some residents complain about violators and a perceived lack of enforcement. Others complain about having to move their vehicles every night after coming home from work in order to be in compliance at 7:00 p.m. Many simply forget. The current fine of \$15

has not been a strong incentive for compliance. Some violators may think it's worth risking a small fine versus the inconvenience of moving their vehicle.

In terms of enforcement, the police department works hard to educate and remind our residents about the odd-even parking regulations. In late November, reminders are put on social media and, in early December, "warning" placards are placed on vehicles. Enforcement of the ordinance typically begins during the first major snowfall and continues throughout the winter months, especially when there is an accumulation of snow. Officers will often use their uncommitted patrol time to issue tickets. They also respond to complaints from residents. On some occasions, officers have knocked on a resident's door to have them move their car so that a snowplow or emergency vehicle could get through.

Changes to the ordinance are being proposed in order to clarify some of the rules and increase voluntary compliance. The major components of the proposed changes include:

1. An increase in the fine for a violation from \$15 to \$30.
2. A change in the time when parking moves from one side of the street to the other from 7:00 p.m. to 6:00 p.m. which may be more convenient for residents.
3. Updated list of city employees who are authorized to issue citations.
4. Clarification of regulations on streets with "No Parking" signs.

The Public Safety Department remains committed to enforcing the odd-even parking ordinance. With these changes, we hope to continue educating the community and gain cooperation, strengthening our ability to keep the streets clear, safe, and accessible for everyone.

BUDGET IMPACT:

None.

ORDINANCE NO. 8-24

ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 11 OF THE CODE OF
ORDINANCES TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR THE SHEA
RAVINES PHASES I AND II HOUSING PROJECTS

THE CITY OF WYOMING ORDAINS:

Section 1. Amendment. That Chapter 2, Article IV, Division 11 of Code of Ordinances, City of Wyoming, Michigan, is amended to read as follows:

DIVISION 11
TAX EXEMPTION AND SERVICE CHARGE FOR SHEA RAVINES
PHASES I AND II HOUSING PROJECTS

Sec. 2-310.11. Purpose.

(a) Pursuant to section 15a of the Act, MCL 125.1415a, the city may encourage the development of low- and moderate-income housing by providing a service charge in lieu of property taxes. The city is authorized by that statute to establish or change the service charge to be paid in lieu of taxes by classes of housing exempt from property taxation under that statute at an amount the city chooses, not to exceed the taxes that would be paid.

(b) The city finds that (i) housing low income persons and families is a public necessity, (ii) the city will be benefited and improved by such housing, (iii) the encouragement of the development of such housing by providing a property tax exemption for such housing is a valid public purpose, (iv) the provisions of this ordinance for tax exemption and the service charge in lieu of taxes during the period provided by this division are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption, and (v) development of project will further related public purposes that enhance the city such as provision of affordable and supportive housing units.

(c) The Sponsors have offered, subject to receipt of an allocation under the LIHTC Program by the Authority and a Mortgage Loan, to acquire and construct the Projects, which will then be owned and operated as detailed in the definition of the Projects, to serve low income persons and families and the Sponsors have offered to pay the city on account of the Projects an annual service charge for public services in lieu of all *ad valorem* property taxes.

Sec. 2-310.12. Definitions.

(a) *Act* means the State Housing Development Authority Act of 1966, 1966 PA 346, 125.1401 *et seq.*

(b) *Authority* means the Michigan State Housing Development Authority.

(c) *Annual Shelter Rent* means the total collections during an agreed annual period from or paid on behalf of all occupants of each of the Projects for rent or occupancy charges, exclusive of Utilities charges.

(d) *LIHTC Program* means the Low-Income Housing Tax Credit program administered by the Authority under section 42 of the United States Internal Revenue Code of 1986, 26 USC §42.

(e) *Low income persons and families* means persons and families eligible to move into a housing project.

(f) *Mortgage Loan* means the loans that are federally aided (as defined in section 11 of the Act) or loans or grants made or to be made by the Authority to the Sponsors and/or other owners for the acquisition, construction, and/or permanent financing of the Projects on the Project Property and secured by mortgages on all or parts of the Projects.

(g) *Projects* means the housing projects for low income persons and families and related amenities and development located on the Project Property acquired, constructed, owned and operated by the Sponsors subject to income and rent restrictions under the LIHTC Program and Mortgage Loan, to consist of:

(1) For Phase I, a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building, on the south side of the Project Property as depicted in the shaded area on page 2 of the plan referred to in subsection (3), with indoor community space and outdoor amenities, along with 112 parking spaces. The estimated gross building area is 56,256 square feet and

the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, and permanent supportive housing offices for service providers and case management. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, dog park, patio with a grill and picnic area.

(2) For Phase II, a 4-story, 56-unit (40 one-bedroom and 16-two-bedroom units) multi-family building, on the north side of the Project Property, with indoor community space and outdoor amenities, along with at 112 parking spaces. The estimated gross building area is 56,256 square feet and the net area is estimated as 52,922 square feet. Unit amenities will include open floor plans with microwaves, dishwashers, frost-free refrigerator/freezers, self-cleaning ovens, and washer/dryer hook-ups. Amenities will include a community room with kitchenette, restrooms, common laundry, fitness center, package room, and permanent supportive housing offices for service providers and case management. Energy efficient windows, insulation, appliances, and other features will be included. Outdoor amenities will include a playground, patio with a grill and picnic area.

(3) All improvements will be generally in accordance with the 6-page set of site plan documents dated 7/3/2024 for site plan approval provided by Moore & Bruggink as approved by the Wyoming Planning Commission on August 20, 2024 and by the elevation and other drawings prepared by Hooker DeJong, Project # 20-22.015, on file with the Wyoming Department of Community and Economic Development at the time of the Wyoming Planning Commission's approval of the site plan on August 20, 2024.

(h) *Project Property* means the following described real property:

That part of the Northeast 1/4, Section 15, Town 6 North, Range 12 West, City of Wyoming, Kent County, Michigan described as: Commencing at the Northeast corner of Section 15; thence South 00°22'00" East 433.32 feet along the East line of said Northeast 1/4 to the place of beginning of this description; thence South 00°22'00" East 137.00 feet along said East line, thence South 89°38'00" West 244.04 feet; thence South 00°22'00" East 117.71 feet; thence South 89°44'56" West 95.96 feet; thence North 00°22'00" West 254.52 feet; thence North 89°38'00" East 340.00 feet to the place of beginning.

(i) *Sponsor* means Shea Ravines Limited Dividend Housing Association Limited Partnership for Phase I and Shea Ravines II Limited Dividend Housing Association Limited Partnership for Phase II and any entity that receives or assumes a Mortgage Loan for either of the Projects on the Property.

(j) *Utilities* means charges for gas, electric, water, sanitary sewer and other utilities furnished to the Project or its occupants and paid by the Sponsors.

Sec. 2-310.13. Property Tax Exemption.

(a) Pursuant to section 15a of the Act, from the time construction of either of the Projects begins, that Project and the land on which it is located shall be exempt from *ad valorem* property taxes.

(b) This exemption for each Project shall remain in effect during the period any portion of the Mortgage Loan remains outstanding and that that Project remains subject to income and rent restrictions, but not longer than 50 years.

Sec. 2-310.14. Annual Service Charge.

(a) To the extent permitted by law, there shall be paid by the owner of each c Project to the city an annual service charge in lieu of *ad valorem* property taxes equal to 3.0% of the Annual Shelter Rent collected for that Project during each operating year. The annual service charge in lieu of *ad valorem* property taxes to be paid during the period starting in the calendar year following the calendar year in which construction begins until the calendar year following the calendar year in which Annual Shelter Rents are first collected shall be equal to the *ad valorem* tax on that portion of the Project Property in the calendar year before construction of that Project began.

(b) The annual service charge in lieu of taxes for each operating year of each of the Projects shall be payable in the same manner as general property taxes are payable to the city and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be payable not later than each August 31 immediately following the conclusion of that

operating year. Delinquent payments will be subject to the same interest and penalties, and shall be collectible in the same manner as provided for under the City Charter, this Code of Ordinances and the provisions of the general property tax act (1893 PA 206, as amended; MCL 211.1, *et seq*).

(c) To the extent permitted by law, the amounts paid pursuant to this section shall be in addition to the amounts paid pursuant to any municipal services agreement between the Sponsors and the city.

(d) Regardless of the previous subsections, the service charge to be paid each year in lieu of taxes for the part of each of the Project that is tax exempt but is occupied by other than low income persons or families shall be equal to the full amounts of the taxes which would be paid on that portion of the Project if the Project were not tax exempt.

Sec. 2-310.15. Contractual Effect of Ordinance.

(a) To the extent not otherwise prohibited by the constitution and laws of the state of Michigan, regardless of any part of subsection 15a(5) of the Act, MCL 125.1415a(5), to the contrary, a contract between the city and the Sponsors, with the Authority as a third party beneficiary of the contract to provide the tax exemption and accept payments in lieu of taxes as provided in preceding sections of this division is created and effectuated by the adoption of this division of the Code of Ordinances, City of Wyoming, Michigan.

(b) The Authority and the Sponsors are relying on this adoption and continued effect of this Division to determine the Project's financial feasibility and its qualification for the LIHTC Program and Mortgage Loan. The city is relying on (i) the allocation under the LIHTC Program and the making of the Mortgage Loan for the Project, and (ii) on the acquisition, construction, ownership and operation of the Project as defined in this Division.

Section 2. Effective Date. This ordinance shall take effect on _____, 2024.

Section 3. Severability. The sections and provisions of this ordinance are severable. If any section or provision of this ordinance is determined by any court of competent jurisdiction to be unconstitutional or invalid that determination shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance, other than the section or provision so declared to be unconstitutional or invalid.

Section 4. Inconsistency. To the extent permitted by law, provisions of ordinances that are inconsistent with this ordinance are repealed. If such a general repealer is ruled ineffective and any provision of this ordinance is inconsistent with any provision of any other ordinance, the provision of this ordinance shall be controlling.

Section 5. Codification. This ordinance shall be codified in exactly the form provided herein without any change to capitalization of terms, change of nomenclature, or other modifications.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on September 16, 2024.

Kelli A. VandenBerg, Wyoming City Clerk

Ordinance No. 8-24
Introduced: 08.19.2024
Adopted: 09.16.2024

STAFF REPORT

Date: August 12, 2024
Subject: Shea Ravines (Phases I and II) PILOT Request
CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
From: Nicole Hofert, Director of Community & Economic Development
Meeting Dates: August 19, 2024 & September 16, 2024

RECOMMENDATION

Approve ordinance entitled, "Ordinance To Amend Chapter 2, Article Iv, Division 11 Of The Code Of Ordinances To Provide For A Service Charge In Lieu Of Taxes For The Shea Ravines Phases I And II Housing Projects."

Approve resolution entitled, "Resolution Approving And Authorizing Mayor And City Clerk To Sign Municipal Services Agreement For Shea Ravines Phases I And II Housing Project."

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 3 – Stewardship
 - GOAL 2 – Enhance the efficiency and effectiveness of city operations and services.

DISCUSSION

Woda Cooper Development Inc. (WCD) in cooperation with Cherry Health (CH) is proposing to develop its own residential community utilizing the Low-Income Housing Tax Credits (LIHTC) issued by the Michigan State Housing Development Authority ("MSHDA") called Shea Ravines at 2929 Burlingame Avenue SW. The development would include two new buildings with housing provided for households earning between 30% and 80% of the area median income (AMI). The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care's prioritization list and households of chronically homeless. The project is expected to be developed in two separate phases, with the first phase consisting of a 4-story building with 40 one-bedroom units and 16 two-bedroom units. These units will be divided into 36 general occupancy units and 20 permanent supportive housing units. Phase II would be developed at a later date with a similarly sized building, unit counts, and occupancy designations. Cherry Health would continue to operate their existing medical clinic within their existing building on site, serving as a supportive resource for those residing in Shea Ravines.

In order to assist with the feasibility of the project, the developer is requesting a property tax exemption in conjunction with other assistance from the Michigan State Housing Development Authority (MSHDA). Under the proposed PILOT ordinance and municipal services agreement, the owning entity will pay the City 3% of total shelter rents as a payment in lieu of taxes (PILOT) and 5% of the total shelter rents as a municipal services agreement, versus property taxes based upon taxable value of the entire site. These payments will be made and the tax exemption will remain in effect as long as the 45-year MSHDA loan funding agreement is in existence. This request was approved for Phase I in Fall 2023 and this request comes back to City Council due to changes to the site plan required for the developer to meet financing requirements.

The City Council approved a rezoning of this property to Form Based Code – Corridor Suburban (FBC-CS) in September. The project will require Planning Commission special use approval for supportive housing. Planning Commission approved a previous version of the site plan in Fall 2023 and will review an updated version at its meeting on August 20, 2024.

The timing of this approval process is designed to be completed by early-September 2024. This allows the developer to meet the MSHDA application schedule for project financing. All required Planning Commission approvals and Council approvals are still necessary. The ordinance will have first reading at the August 19 regular session and second reading at the September 16 regular session, and the resolution for the municipal services agreement will be discussed only at the September 16 regular session. This schedule allows City Council time for deliberation and public comment, while allowing the developer to keep its schedule.