

AGENDA  
WYOMING CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
MONDAY, OCTOBER 21, 2024, 7:00 P.M.

**1) Call to Order**

**2) Invocation** – Rick South, Abundant Life Church of God

*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 October 7, 2024, Regular Meeting

**7) Approval of Agenda**

**8) Public Hearings**

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

**7:01 p.m.** To Confirm Special Assessment Roll # 24-820 for Fisher Avenue Improvements

**9) Public Comment on Agenda Items**

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

**10) Presentations and Proclamations**

a) Presentations

b) Proclamations

**11) Petitions and Communications**

a) Petitions

b) Communications

**12) Reports from City Officers**

a) From City Council

b) From City Manager

**13) Budget Amendments**

**14) Consent Agenda**

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

### **15) Resolutions**

- a) To Confirm Special Assessment Roll No. 24-820 for Fisher Avenue Improvements
- b) To Approve Kelloggsville Little League for Charitable Gaming Licenses

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

- a) Approval of Bids
  - 1) Veterans Park Brick Wall and Caps Restoration Project
- b) To Approve the Institute for Responsive Government Grant (Budget Amendment No 16)
- c) To Accept a Proposal from MED-1 to Provide Health Assessment Services
- d) To Accept a Proposal from Presort Mailing Services
- e) To Approve a Commercial Premises Lease with Purchase Option for 2385 Porter Street SW to Tamaz LLC
- f) To Accept a Quote for the Purchase of Play Equipment for Pinery Park (Budget Amendment No 14)
- g) To Cancel the Previously Approved Purchase of a Dodge Ram 1500 Pick-up Truck and Approve the Purchase of a Ford F-150 Pick-up Truck
- h) To Authorize the Purchase of Three Dodge Durango Patrol Cars
- i) To Authorize the Rental of a Shower and Restroom Mobile Trailer for the Clean Water Plant
- j) To Authorize the Burlingame Storm Sewer Cleaning and Televising (Budget Amendment No 15)

### **17) Ordinances**

- 10-24 To Amend Chapter 30, Article VI, Section 30-203 of the Wyoming City Code by Adding Subsection (7) to Describe Additional Parcels for the Water Well Restrictions (Final Reading)
- 13-24 To Amend Chapter 2, Article VI of the City Code by Adding Division 2 to Provide for Continuance of the Tree Commission (First Reading)
- 14-24 To Amend Section 90-515 of the City Code by Adding Subsection 145 To Rezone 901 and 855 60<sup>th</sup> Street SW and 5957, 5977 and 5985 Clyde Park Avenue SW from R-1 Residential to I-3 Restricted Industrial District (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**

#### **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](mailto: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](mailto:Clerk_info@wyomingmi.gov) al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.*

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

RESOLUTION CONFIRMING SPECIAL ASSESSMENT ROLL #24-820

WHEREAS:

1. At its meeting of October 7, 2024, the city council adopted a resolution determining to proceed with special assessment of properties in Special Assessment District #24-820 for Fisher Avenue improvements, determining to specially assess a portion of the improvement costs to property within Special Assessment District #24-820 comprised of the parcels listed in Exhibit A, determining to allow payment of those special assessments in 15 installments of principal plus interest at the rate of 4.0% per annum, and directing the city manager to provide for the preparation and filing of a proposed special assessment roll.
2. The city manager, in collaboration with other city staff including the city assessor caused to be prepared and filed with the city clerk proposed Special Assessment Roll #24-820.
3. At its meeting of October 7, 2024, the city council held a public hearing on proposed Special Assessment Roll #24-820, notice of which was provided to owners or other persons interested in the property in proposed Special Assessment District #24-820 by publication and mailing and in a form and substance as provided by state law and city ordinance.
4. The city council considered all objections and other comments made orally or in writing before the public hearing was closed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Special Assessment Roll #24-820 is confirmed.
2. Any special assessment on Special Assessment Roll #24-820 may be paid in full no later than September 30, 2025.
3. Any special assessment on Special Assessment Roll #24-820 not paid in full by that date may be paid in 15 equal annual installments of principal plus interest accrued on the unpaid balance at the rate of 4.0% per annum beginning on that date.
4. The first installment will be billed on October 1, 2025, and payable on October 31, 2025, and subsequent installments shall be billed on October 1 and payable on October 31 of each subsequent year.
5. The city clerk is directed to mail a notice in the form attached as Exhibit B to the owner or other person in interest in each parcel of property in Special Assessment District #24-820, according to the most recent property tax records.
6. All resolutions and parts of resolutions, insofar as they conflict with the provisions of 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 for the City of Wyoming, Michigan at a regular meeting held on October 21, 2024.

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

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

## **STAFF REPORT**

Date: October 14, 2024

Subject: Fisher Avenue Special Assessment – SA Resolution #4 –Confirming  
Special Assessment Roll #24-820

From: Grant Simons, Civil Engineer

Date of Meeting: October 21, 2024

---

### **RECOMMENDATION:**

It is recommended that the City Council confirm Special Assessment roll #24-820.

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

Pillar 3 – Stewardship

- Goal 3 – Improve city infrastructure and service reliability

### **DISCUSSION:**

Wyoming's total cost for the Fisher Avenue improvements is \$699,516. Of this amount, \$129,786.20 would be specially assessed against 5 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments with interest at 4.0% per annum.

Three of the five parcels on the roll are being specially assessed for new watermain and sanitary sewer even though water services and sanitary laterals are not provided for those parcels. Water services and sanitary laterals were not provided for the three parcels since two of the parcels already have water and sewer connections from other streets and the third parcel is a railroad. If these parcels were to be split or redeveloped in the future, then the new watermain and sanitary sewer in Fisher Avenue would be beneficial to the properties. However, since there is no guarantee that the parcels will be split or redeveloped in the future, special assessment for the watermain and sanitary sewer should be deferred until hookup, when private utilities are connected to the public utilities in Fisher Avenue.

### **BUDGET IMPACT:**

Project is financed with local funds out of the following accounts:

- Local Streets Fund, Capital Outlay Local Street Construction Account No. 203-441-46300-972.503
- Capital Improvement Fund, Capital Outlay Watermains Account No. 401-441-57300-972.573.
- Sewer Fund, Capital Outlay Sanitary Sewer Account No. 590-441-54400-972.544

EXHIBIT A  
SPECIAL ASSESSMENT DISTRICT #24-820

Address 5453 FISHER AVE SW

Parcel Number 41-17-36-178-015

Address 430 54TH ST SW

Parcel # 41-17-36-177-015

Address 5445 FISHER AVE SW

Parcel Number 41-17-36-178-014

Address 5522 CLAY AVE SW

Parcel Number 41-17-36-178-016

Address N/A (Railroad Property)

Parcel Number 41-17-36-503-001

EXHIBIT B  
FORM OF NOTICE



NOTICE OF SPECIAL ASSESSMENT

On October 21, 2024, the Wyoming City Council confirmed Special Assessment Roll #24-820. Your property at \_\_\_\_\_, Wyoming, Michigan was specially assessed in the amount of \$\_\_\_\_\_ (the "Special Assessment").

The Special Assessment may be paid in full without interest on or before September 30, 2025.

The Special Assessment may also be paid in 15 equal annual installments of principal plus accrued interest. Interest on the unpaid balance of the Special Assessment will be at the rate of 4.0% per annum beginning on October 1, 2025. Installments will be billed on October 1 of each year and will be payable on October 31 of each year.

The unpaid balance of the Special Assessment plus any accrued interest may be paid in full at any time without penalty.

If you or your agent appeared in person or in writing and protested the Special Assessment at a public hearing on Special Assessment Roll #24-820, you have a right to appeal the Special Assessment to the Michigan Tax Tribunal. Any appeal must be filed within 30 days after confirmation of the special assessment roll.

Kelli A. VandenBerg, Wyoming City Clerk

Notice template for 5522 Clay Ave SW and 5453 Fisher Ave SW.

EXHIBIT B  
FORM OF NOTICE



NOTICE OF SPECIAL ASSESSMENT

On October 21, 2024, the Wyoming City Council confirmed Special Assessment Roll #24-820. Your property at \_\_\_\_\_, Wyoming, Michigan was specially assessed in the amount of \$\_\_\_\_\_ (the "Special Assessment").

Your property was specially assessed for new watermain and sanitary sewer within Fisher Avenue. However, since your property already has water and sewer access from a different street or does not need water and sewer at this time, the special assessment for water and sewer will be deferred until hookup, when utilities on your property are connected to the public utilities in Fisher Avenue.

The Special Assessment for improvements other than water and sewer may be paid in full without interest on or before September 30, 2025. The Special Assessment for water and sewer may be paid in full without interest on or before September 30 following hookup.

The Special Assessment may also be paid in 15 equal annual installments of principal plus accrued interest. Interest on the unpaid balance of the Special Assessment will be at the rate of 4.0% per annum. Interest for improvements other than water and sewer will begin on October 1, 2025. Interest for water and sewer improvements will begin on October 1 following hookup. Installments will be billed on October 1 of each year and will be payable on October 31 of each year.

The unpaid balance of the Special Assessment plus any accrued interest may be paid in full at any time without penalty.

If you or your agent appeared in person or in writing and protested the Special Assessment at a public hearing on Special Assessment Roll #24-820, you have a right to appeal the Special Assessment to the Michigan Tax Tribunal. Any appeal must be filed within 30 days after confirmation of the special assessment roll.

Kelli A. VandenBerg, Wyoming City Clerk

Notice template for 430 54<sup>th</sup> St SW, 5445 Fisher Ave SW, and railroad parcel #411736503001.



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

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
 (Required by MCL 432.103(k)(ii))

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

called to order by Mayor Vanderwood on October 21, 2024  
DATE

at 7:00 p.m. a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from Kelloggsville Little League of Wyoming,  
NAME OF ORGANIZATION CITY

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

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be  
 considered for approval.  
APPROVAL/DISAPPROVAL

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

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted  
 by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL  
 meeting held on \_\_\_\_\_.  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK  
Kelli A. Vandenberg  
PRINTED NAME AND TITLE  
1155 28th St SW, Wyoming, MI 49509  
ADDRESS

Organization Information: 977 44th St SW  
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP  
Kevin McKenna (616) 262-6821  
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE PHONE NUMBER



# Kelloggsville Little League

Est. 1957

To Whom it may concern:

Kelloggsville Little League has provided thousands of youths in the Wyoming area for nearly 70 years on the instruction of how to play the game of baseball and softball. Along with our mission statement which I have attached to this letter we strive to provide the lowest registration fees in the area. We are able to do this by fundraising which offsets our expenses. One of those fundraisers is Texas Holdem which we are allowed to obtain a license 4 times during the year through the State of Michigan. These Texas Holdem events account for nearly 75% of our yearly expenses. Without them we would have to double our current registration fees to offset some of those expenses. Since our league caters mostly to low- and middle-class clients, I believe we would see a significant drop in registrations. It is my hope you will recognize this and grant us permission to continue to hold these events which can only benefit the youth in the Wyoming area. Thank you again for your consideration in this matter. I hope to hear from you soon.

Kevin B. McKenna

A handwritten signature in black ink, appearing to read "Kevin B. McKenna".

President

Kelloggsville Little League

**CONSTITUTION: Kelloggsville Little League Little League**

**League ID Number: 1220902**

**THIS BOX FOR REGIONAL USE ONLY**

**Date submitted:** Click or tap here to enter text

**Date accepted:** Click or tap here to enter text

**Not accepted:** Click or tap here to enter text

**ARTICLE I – NAME**

This organization shall be known as the Kelloggsville Little League, hereinafter referred to as "Local League."

**ARTICLE II – OBJECTIVE**

**SECTION 1**

The objective of the Local League shall be to positively impact youth and communities using the power of youth baseball and/or softball to teach life lessons to build stronger individuals and communities.

**SECTION 2**

To achieve this objective, the Local League will provide a supervised program of baseball and/or softball consistent with the Rules and Regulations of Little League Baseball, Incorporated. All Directors, Officers and Members shall consider and incorporate the values of Little League: Teamwork, Community, Inclusion, Fun, and Integrity. The molding of future citizens is of prime importance and the attainment of exceptional athletic skill or the winning of games is secondary. In accordance with Section 501(c)(3) of the Federal Internal Revenue Code, the Local League shall operate exclusively as a nonprofit educational organization providing a supervised program of competitive baseball and/or softball games. No part of the net earnings shall benefit any individual or be used in any substantial part to influence legislation or intervene in any political campaign on behalf of any candidate for public office.

**ARTICLE III – MEMBERSHIP**

**SECTION 1**

Any person sincerely interested in active participation to further the objective of the Local League may apply to become a Member.

**SECTION 2**

There shall be the following classes of Members:

**1. Regular Members ("Members") shall include: –**

- a. Current year Managers, Coaches, Board Members, Local League Officers, and any registered volunteer, who have completed a background check.
- b. One Parent or one Legal Guardian of each registered player. Parents or Guardians of multiple registered players are limited to a maximum of two memberships.
- c. Any adult person actively interested in furthering the objectives of the Local League may become a Regular Member upon approval by the Board and payment if applicable. Upon receipt of a written request to become a member, the Board of Directors shall vote upon the request at the next scheduled Board of Directors meeting.
- d. All Members must annually complete the Little League Official Application, submit to a background check pursuant to Regulation I(8) and (9), and complete abuse awareness training pursuant to Regulation I(10) before the commencement of the season.
- e. The Secretary shall maintain the roll of membership to qualify voting Members. Only Members in good standing are eligible to vote at General Membership Meetings. Each Member is entitled to one vote.

2. **Player Members** - Any player candidate meeting the requirements of Little League Regulation IV shall be eligible to compete for participation. Player Members shall have no rights, duties, or obligations in the management or in the property of the Local League.
3. **Honorary Members (Optional)** – Any person may be elected as Honorary Member by the unanimous vote of all Directors present at any duly held meeting of the Board of Directors but shall have no rights, duties, or obligations in the management or in the property of the Local League.
4. **Sustaining Members (Optional)** – Any person not a Regular Member who makes financial or other contribution to the Local League may by a majority vote of the Board of Directors become a Sustaining Member, but such person shall have no rights, duties, or obligations in the management of or in the property of the Local League.

### **SECTION 3**

Members, whether Regular or Player, shall not be required to be affiliated with another organization or group to qualify as members of the Local League. Members shall not be actively engaged in the organization, operation and/or leadership of any other baseball and/or softball program.

### **SECTION 4**

Dues, if any, for Members may be fixed at such amounts as the Board of Directors shall determine for a particular fiscal year. Dues for Members are separate from registration fees for Player Members, which are determined annually by the Board of Directors in accordance with Little League Regulation XIII (c).

### **SECTION 5**

**Suspension or Termination** – Membership may be terminated by resignation or action of the Board of Directors as follows.

- (a) The Board of Directors, by a two-thirds vote of those present at any duly constituted Board meeting, shall have the authority to discipline, suspend or terminate the membership of any Member of any class, including managers, coaches, and other volunteers when the conduct of such person is inconsistent with the values of Little League Baseball, Incorporated and is considered detrimental to the best interests of the players, Local League and/or Little League Baseball, Incorporated. The Member involved shall be notified of such meeting, informed of the general nature of the charges, and be given an opportunity to appear at the meeting to answer such charges.
- (b) The Board of Directors shall, in case of a Player Member, give notice to the Manager of the team for which the player is a Player Member. Said Manager shall appear, in the capacity of an adviser, with the player before the Board of Directors or a duly appointed committee of the Board of Directors. The player's parent(s) or legal guardian(s) may also be present. The Board of Directors shall have full power to suspend or revoke such player's right to future participation in the Local League by two-thirds vote of those present at any duly constituted Board meeting.
- (c) If membership dues are collected, Members who fail to pay their fixed dues may, by a two-thirds vote of the Board present at any duly constituted Board meeting, be dropped from the rolls and shall forfeit all rights and privileges of membership. The Board of Directors will establish the number of days within which applicants have to pay membership dues as part of the annual Policies and Procedures which shall be voted on at the first Board meeting of each fiscal year.

## **ARTICLE IV – BOARD OF DIRECTORS**

### **SECTION 1**

The management of the property and affairs of the Local League shall be vested in the Board of Directors.

### **SECTION 2**

The Board of Directors shall be comprised of no fewer than seven (7) and no more than fifteen (15) Members in good standing. The Officers of the Board of Directors shall include, at a minimum: President, Vice President, Treasurer, Secretary, Player Agent, Safety Officer, and Coaching Coordinator, per Little League Regulation I(b).

### **SECTION 3**

If any vacancy occurs on the Board of Directors, by death, resignation or otherwise, it may be filled, for the balance of the absent Board Member's term of office, by a majority vote of the remaining Directors at any duly constituted Board meeting or Special Board Meeting called for that purpose.

#### SECTION 4

Regular meetings of the Board of Directors shall be held immediately following the Annual Meeting and, on such days, thereafter as shall be determined by the Board.

(a) The President or Secretary shall at the request in writing of

3 Directors

4 Directors

5 Directors

Issue the call for a Special Board Meeting. In the case of Special Board Meetings, such notice shall include the purpose of the meeting and only matters so stated in such notice may be acted upon at the Special meeting. Meetings of the Board of Directors may be held in-person and/or by telephonic or electronic means and such means shall be clearly stated in any meeting notice.

(b) Notice of every Board meeting shall be given by the Secretary personally, electronically or by mail to each Director at a minimum

Five (5)

Ten (10)

Fourteen (14)

Twenty-one (21)

Thirty (30)

Calendar day(s) before the time appointed for the meeting to the last recorded address of each Director.

(c) At any meeting of the Board of Directors, the presence of

One-third (33.3 percent)

One-fourth (25 percent)

One-fifth (20 percent)

of the Board of Directors shall constitute a quorum for the transaction of regular business. If a quorum is not present, no business shall be conducted.

(d) Only members of the Board of Directors may make motions and vote at meetings of the Board of Directors. However, the Board of Directors may invite, admit, and recognize guests for presentations or comments during Board meetings.

(e) A simple majority vote of the Directors present during a duly constituted Board of Directors meeting is necessary to approve any action relating to the general business of the Local league.

(f) No Director shall be allowed to vote by proxy at any meeting of the Board of Directors.

#### SECTION 5

The Board of Directors shall have the power to appoint such standing committees as it shall determine appropriate and to delegate such powers to them as the Board shall deem advisable and which it may properly delegate.

The Board may adopt such rules and regulations for the conduct of its meetings and the management of the Local League as it may deem proper, provided such rules and regulations do not conflict with this Constitution or the Rules and Regulations of Little League Baseball, Incorporated.

The Board shall have the power by a two-thirds vote of those present at any regular Board or Special Board Meeting to discipline, suspend or remove any Director, Officer, Committee Member, or Member of the Local League in accordance with the procedure set forth in Article III, Section 5.

#### SECTION 6

Robert's Rules of Order shall govern the proceedings of all Local League meetings, including Board of Directors meetings. Any action taken by the Board of Directors at a meeting at which a quorum is present will be deemed the action of the Board of Directors, except where same conflicts with this Constitution. Minutes of all meetings will be

recorded and will accurately reflect the action(s) taken.

## **ARTICLE V – DUTIES AND POWERS OF THE BOARD**

### **SECTION 1**

The Board of Directors may appoint such other officers or agents as it may deem necessary or desirable and may prescribe the powers and duties of each. Appointed officers or agents shall have no vote on actions taken by the Board of Directors unless such individuals have been elected to the Board by the membership or have been elected to fill a vacancy on the Board.

### **SECTION 2**

**President** – The President shall:

- (a) Conduct the affairs of the Local League and execute the policies established by the Board of Directors.
- (b) Present a report of the condition of the Local League at the Annual Meeting.
- (c) Communicate to the Board of Directors such matters as deemed appropriate and make such suggestions as may tend to promote the welfare of the Local League.
- (d) Be responsible for the conduct of the Local League in strict conformity to the policies, principles, and Rules and Regulations of Little League Baseball, Incorporated, as agreed to under the conditions of charter issued to the Local League by that organization.
- (e) Investigate complaints, irregularities, and conditions detrimental to the Local League and report thereon to the Board or Executive Committee as circumstances warrant.
- (f) Prepare and submit an annual budget to the Board of Directors and be responsible for the proper execution thereof.
- (g) With the assistance of the Player Agent, examine the application and support proof-of age documents of every player candidate and
- (h) certify to residence or school enrollment, and age eligibility before the player may be accepted for tryouts and selection.
- (i) Complete the required background checks per Little League Regulation I (b) and I (c) 8 & 9; or delegate this responsibility to the league Safety Officer, or other designated Board member.
- (j) Ensure that all individuals who submit the Volunteer Application complete the Abuse Awareness Training as outlined in the Little League Child Protection Program or delegate this responsibility to the league Safety Officer, or other designated Board member.
- (k) Ensure the Local League compliance with the requirements of the Little League Child Protection Program or delegate this responsibility to the league Safety Officer, or other designated Board Member.

### **SECTION 3**

**Vice President** – The Vice President shall:

- (a) Perform the duties of the President in the absence or disability of the President, provided he or she is authorized by the President or Board to so act. When so acting, the Vice President shall have all the powers of that office.
- (b) Perform such duties as from time to time may be assigned by the Board of Directors or by the President.

### **SECTION 4**

**Secretary** – The Secretary shall:

- (a) Be responsible for recording the activities of the Local League and maintain appropriate files, mailing lists, email lists and necessary records.
- (b) Perform such duties as are herein specifically set forth, in addition to such other duties as are customarily incident to the office of Secretary or as may be assigned by the Board of Directors.
- (c) Maintain a list of all Regular, Sustaining and Honorary Members, Directors and Committee Members and give notice of all meetings of the Local League, the Board of Directors, and Committees.
- (d) Maintain a current list of all Regular Members in good standing and determine the number of Regular

Members needed to constitute a quorum.

- (e) Issue membership cards to Regular Members, if approved by the Board of Directors.
- (f) Keep the minutes of the meetings of the Members, the Board of Directors, and the Executive Committee, and cause them to be recorded in a book kept for that purpose.
- (g) Conduct all correspondence not otherwise specifically delegated in connection with said meeting and shall be responsible for carrying out all orders, votes and resolutions not otherwise committed.
- (h) Notify Members, Directors, Officers and Committee Members of their election or appointment. Provide each of these individuals with a copy of the Local League Constitution.

## **SECTION 5**

**Treasurer** – The Treasurer shall:

- (a) Perform such duties as are herein set forth and such other duties as are customarily incident to the Office of Treasurer or may be assigned by the Board of Directors.
- (b) Receive all moneys and securities, and deposit same in a depository approved by the Board of Directors.
- (c) Keep records for the receipt and disbursement of all moneys and securities of the Local League, including the Auxilliary, approve all payments from allotted funds and draw checks therefore in agreement with policies established in advance of such actions by the Board of Directors. All disbursements by check must have dual signatures.
- (d) Prepare an annual budget, under the direction of the President, for submission to the Board of Directors at the Annual Meeting.
- (e) Prepare an annual financial report, under the direction of the President, for submission to the Membership and Board of Directors at the Annual Meeting, and to Little League International.

## **SECTION 6**

**Player Agent** – The Player Agent shall:

- (a) Record all player transactions and maintain an accurate and up-to-date record thereof.
- (b) Receive and review applications for player candidates and assist the President in verifying residence or school enrollment and age eligibility.
- (c) Conduct tryouts, player draft, and all other player transactions or selection meetings.
- (d) Prepare the Player Agent's list.
- (e) Prepare for the President's signature and submission to Little League Baseball, Incorporated team rosters, including players claimed, and the tournament team eligibility affidavit.
- (f) Notify Little League Baseball, Incorporated of any subsequent player replacements or trades.

## **SECTION 7**

**Safety Officer** – The Safety Officer shall:

- (a) Be responsible to create awareness, through education and information, of the opportunities to provide a safer environment for Players and all participants of Little League.
- (b) Develop and implement a plan for increasing safety of activities, equipment and facilities through education, compliance and reporting which may include:
  - 1. Education – Facilitate meetings and distribute information among participants including players, managers, coaches, umpires, league officials, parents, guardians, and other volunteers.
  - 2. Compliance – Promote safety compliance leadership by increasing awareness of the safety opportunities that arise from these responsibilities.
  - 3. Reporting – Define a process to assure that incidents are recorded, information is sent to league/district and national offices, and follow-up information on medical and other data is forwarded as available.
  - 4. Background Checks - If the League President so designates, the Safety Officer will complete the required background checks per Little League Regulation I(b) and I(c)(8) & (9).

5. Training – If the League President so designates, the Safety Officer shall ensure that all individuals who submit the Volunteer Application complete the Abuse Awareness Training per Little League Regulation I(c)10 and as outlined in the Little League Child Protection Program.
6. Child Protection Program – If the League President so designates, the Safety Officer will ensure the league is compliant with all aspects of the Little League Child Protection Program.

#### **SECTION 8**

Additional Managers and Committees may be established by the Board of Directors and may be filled by persons who do not serve on the Board of Directors but report to such. The need for and responsibilities of those positions will be reviewed annually and included in the Local League's Policies and Procedures.

### **ARTICLE VI – COMMITTEES**

#### **SECTION 1**

##### **Executive Committee**

- (a) The Board of Directors may appoint an Executive Committee which shall consist of not less than three (3) nor more than five (5) Directors, one of whom shall be the President of the Local League.
- (b) The Executive Committee shall advise with and assist the Officers of the Local League in all matters concerning its interests and the management of its affairs, and shall have such other powers as may be delegated to it by the Board, but in no event will the Executive Committee have authority over the Board of Directors.
- (c) At any meeting of the Executive Committee, a majority of the total number of members then in office shall constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Committee.

#### **SECTION 2**

The Board of Directors may appoint such Committees as it may deem necessary or desirable and may prescribe the powers and duties of each Committee in Policies and Procedures. Committee Chairs and members of the Committees shall have no vote on actions taken by the Board of Directors unless such individuals have been elected to the Board by the membership or have been elected to fill a vacancy on the Board.

### **ARTICLE VII – GENERAL MEMBERSHIP MEETINGS**

#### **SECTION 1**

**Definition** – A General Membership Meeting is any meeting of the membership of the league which is called in accordance with this Constitution. A minimum of one meeting per year (Annual Meeting, see Section 6) is required. General Membership Meetings may be held in-person and/or by other electronic means which allow for full participation by all Members.

#### **SECTION 2**

**Notice of Meeting** – Notice of each General Membership Meeting shall be delivered personally, electronically, or by mail to each Member at the last recorded address at least 10 calendar days in advance of the meeting, setting forth the place, time, and purpose of the meeting.

#### **SECTION 3**

**Quorum** – At any General Membership Meeting, the presence in person or representation by absentee ballot of twenty (20) percent of the Regular Members or forty (40) Regular Members, whichever is less, shall be necessary to constitute a quorum. If a quorum is not present, no business shall be conducted. The Secretary shall be responsible for providing a list of all Regular Members in good standing.

#### **SECTION 4**

**Voting** – Only Regular Members in good standing shall be entitled to attend, make motions and vote at General Membership Meetings. However, the Board of Directors may invite, admit, and recognize guests for presentations or comments during General Membership Meetings.

#### **SECTION 5**

**Absentee Ballot** – For the expressed purpose of accommodating a Regular Member in good standing who cannot attend a General Membership Meeting at which new Board members will be elected, an absentee ballot may be

requested and obtained from the Secretary of the Local League. The absentee ballot shall be properly completed, signed, and returned in a sealed envelope to the Secretary prior to the date of the election. The Secretary shall present all absentee ballots to the Election Chairman (appointed at the meeting) on the date of the meeting, prior to the voting portion of the election process.

## SECTION 6

**Annual Meeting of the Members** – The Annual Meeting of the Members of the Local League shall be held <sup>the</sup> Second Wednesday of September at 7P (Insert date/time. For example: “The third Wednesday of (month) at 8 p.m.”) each year for the purpose of electing the Board of Directors, receiving reports, reviewing the Constitution, appointing committees, and for the transaction of such business as may properly come before the meeting.

- (a) The Membership shall receive at the Annual Meeting of the Members of the Local League a report, verified by the President and Treasurer, or a majority of the Directors, showing:
  1. The condition of the Local League, to be presented by the President or his/her designee.
  2. A general summary of funds received and expended by the Local League for the previous year, the amount of funds currently in possession of the Local League, and the name of the financial institution in which such funds are maintained.
  3. The whole amount of real and personal property owned by the Local League, where located, and where and how invested.
  4. For the year immediately preceding, the amount and nature of the property acquired, with the date of the report and the manner of the acquisition, the amount applied, appropriated, or expended, and the purposes, objects, or persons to or for which such applications, appropriations or expenditures have been made.
  5. The names of the persons who have been admitted to Membership in the Local League during the preceding year.
- (b) This report shall be filed with the records of the Local League and entered in the minutes of the proceedings of the Annual Meeting. A copy of such report shall be forwarded to Little League International.
- (c) At the Annual Meeting, the Regular Members shall elect the Board of Directors. If the total number of Board candidates exceeds the number of available Board positions, then those Board candidates receiving the most votes will be considered elected to the Board. Regular Members may only cast a number of votes equal to or less than the board positions available. In the event of a tie in the number of votes received by two or more Board candidates for unfilled Board seats, a run-off election, in which all Members may vote, will be held for the tied Board candidates.
- (d) After the Board of Directors is elected, the Board shall meet to elect the Officers of the Board.
- (e) After the election, the Board of Directors shall assume the performance of its duties on September 15th [Insert Month / Day and delete content in brackets.] The Board's term of office shall continue until its successors are elected and qualified under this section at the next annual meeting.

## SECTION 7

**Special General Membership Meetings** – Special General Membership Meetings may be called by the Board of Directors, by the Secretary or President at their discretion. Additionally, upon the written request of a minimum of five (5) Members, the President or Secretary shall call a Special General Membership Meeting to consider the subject specified in the request. No business other than that specified in the notice of the Special General Membership Meeting shall be transacted at any Special General Membership Meeting. Such Special General Membership Meeting shall be scheduled to take place not less than (choose one):

- Five (5)
- Ten (10)
- Fourteen (14)
- Twenty-one (21)
- Thirty (30)

calendar days after the request is received by the President or Secretary.

## **SECTION 8**

Any vote by the Regular Members at a meeting at which a quorum is present will be deemed the action of the Regular Members, except where same conflicts with this Constitution. Minutes of all meetings will be kept and will accurately reflect the action(s) taken.

## **ARTICLE VIII – AFFILIATION**

### **SECTION 1**

The Local League shall annually apply for a charter from Little League Baseball, Incorporated, and shall do all things necessary to obtain and maintain such charter. The Local League shall devote its entire energies to the activities authorized by such charter, and it shall not be affiliated with any other program or organization or operate any other program.

### **SECTION 2**

The Official Playing Rules and Regulations as published by Little League Baseball, Incorporated shall be binding on the Local League.

### **SECTION 3**

The local rules, ground rules and/or bylaws of the Local League shall be adopted by the Board of Directors at a meeting to be held not less than one month before the first scheduled game of the season, but shall in no way conflict with the Rules, Regulations and Policies of Little League Baseball, Incorporated, nor shall they conflict with this Constitution. The local rules, ground rules and/or bylaws of this Local League shall expire at the end of each playing season and are not considered part of this Constitution.

## **ARTICLE IX – FINANCIAL AND ACCOUNTING**

### **SECTION 1**

The Board of Directors shall decide all matters pertaining to the finances of the Local League and it shall place all income including auxiliary funds, in a common league treasury, directing the expenditure of funds in such manner as will give no individual or team an advantage over those in competition with such individual or team.

### **SECTION 2**

The Board shall not permit the contribution of funds or property to individual teams but shall solicit funds for the common treasury of the Local League, thereby to discourage favoritism among teams and to endeavor to equalize the benefits of the Local League.

### **SECTION 3**

The Board shall not permit the solicitation of funds in the name of Little League Baseball, Incorporated unless all funds so raised be placed in the Local League treasury.

### **SECTION 4**

The Board shall not permit the disbursement of Local League funds for other than the conduct of Little League activities in accordance with the Rules, Regulations, and Policies of Little League Baseball, Incorporated. All disbursements shall be made by check, or league credit or debit card. All checks shall be signed by both the Local League Treasurer and such other officer or officers, or person or persons, as the Board of Directors shall determine.

### **SECTION 5**

No Board member authorized to disburse funds may be the spouse or family relative of the Local League President or Treasurer or have direct access to league funds without the approval of the majority of the Board of Directors with such vote recorded in the minutes. The use of a league credit or debit card is permitted, and the card is returned to the Local League President, Treasurer, or Chairman of the Audit Committee with receipt for all purchases made within three (3) days of the purchase date.

### **SECTION 6**

No Director, Officer, or Member of the Local League shall receive, directly or indirectly any salary, compensation, or payment from the Local League for services rendered as Director, Officer, or Member.

### **SECTION 7**

All moneys received, including sponsorship and fundraising, shall be deposited into the financial account of the Local League which must be a federally insured bank or other certified financial institution as determined by the Board. The establishment of the Local League account or change of account must be noted in the board minutes.

### **SECTION 8**

The fiscal year of the Local League shall begin on (Check one):

- October 1 and shall end on September 30.
- January 1 and shall end on December 31
- Other – Specify dates: [Click or tap here to enter text](#)

**SECTION 9**

Upon dissolution of the Local League program for any reason and after all outstanding debts and claims have been satisfied, the Regular Members may either direct the remaining property of the Local League to another chartered Little League program in good standing with Little League Baseball, Incorporated or may direct the funds to Little League Baseball, Incorporated.

**ARTICLE X – AMENDMENTS**

This Constitution may only be amended, repealed, or altered in whole or in part by a majority vote of sixty-six (66) percent of the Members at a duly organized meeting, provided notice of the proposed change is included in the notice of such meeting. A draft of all proposed amendments shall be submitted to Little League Baseball, Incorporated for approval before a vote of the Membership is held.

This Constitution was approved by the Local League Membership on (date) September 20th 2024.

**Kevin McKenna**

\_\_\_\_\_  
President's Name (Printed)



**Kevin McKenna**

\_\_\_\_\_  
President's Signature

Little League ID No. 1220209

Federal ID No. (if available) 38-2539270

State ID No. (if available) [Click or tap here to enter text](#).

*Little League Baseball, Incorporated does not limit participation in its activities on the basis of disability, race, creed, color, national origin, gender, sexual preference or religious preference.*



Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248364843  
Dec. 04, 2013 LTR 4167C 0  
23-1688231 000000 00  
00018583  
BODC: TE

LITTLE LEAGUE BASEBALL INC  
PO BOX 3485  
WILLIAMSPORT PA 17701

0115116274

109757

Employer Identification Number: 23-1688231  
Group Exemption Number: 3158  
Person to Contact: Ms. Osborne  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 22, 2013, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in May 1981, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Susan M. O'Neill, Department Mgr.  
Accounts Management Operations

## Mission Statement of Kelloggsville Little League

The long-standing mission of Kelloggsville Little League has been to instruct the game of baseball and softball to the youth in our area while providing a safe learning environment. We also strive for the development of stronger individual's and the team concept.

Enclosed you will find my contact info. if you need further info.











Cell Phone 616-262-6821

Email - kmck712000@yahoo.com

# Manage Officers

[+ Add New Officer](#)

**NOTE:** The officer in the League President role cannot be deleted. The officer must be removed from the role first.

Name	Email	Day Phone	Officer Type(s)	
Kevin McKenna	<a href="mailto:kmck712000@yahoo.com">kmck712000@yahoo.com</a>	616 262- 6821	<b>League President, League Safety Officer, League Player Agent</b>	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">  Edit                 </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  Reset Password                 </div> </div>
Samantha Hamilton	<a href="mailto:sami.lannon@gmail.com">sami.lannon@gmail.com</a>	231- 830- 5175	<b>League Secretary</b>	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">  Edit                 </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <span style="color: red;">Delete</span> </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  Reset Password                 </div> </div>
Laura McKenna	<a href="mailto:thelauranekola@gmail.com">thelauranekola@gmail.com</a>	231- 690- 6194	<b>League Treasurer</b>	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">  Edit                 </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  <span style="color: red;">Delete</span> </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  Reset Password                 </div> </div>
Fredrick Stark	<a href="mailto:freddstark@gmail.com">freddstark@gmail.com</a>	(616) 916- 1955	League Baseball Vice President	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">  Edit                 </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  <span style="color: red;">Delete</span> </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  Reset Password                 </div> </div>

**Kelloggsville Little League**  
**Last Tuesday Of Every Other Month General meeting for all members**  
**Meeting Minutes**

	<b>Meeting Date and Time</b>
<b>Date of Meeting:</b>	July 29, 2024
<b>Time of Meeting:</b>	7 PM
	<b>Meeting Location</b>
<b>Location of Meeting:</b>	Kelloggsville Early Childhood Learning Center 977 44th St SW Wyoming, Michigan 49509
	<b>Meeting Attendees</b>
<b>Present at Meeting:</b>	Kevin McKenna, Laura McKenna, Fredrick Stark, Samantha Lannon, KatieAnne McDonald, Shawn Ray.
<b>Absent from Meeting:</b>	Brandon Wondergem, Tito Pizana, Christina Dessauer, Jenna Wondergem, Bobbie Shepherd.

The regular meeting of the General meeting for all members of Kelloggsville Little League was called to order at 7:05 PM on July 29, 2024 at Kelloggsville Early Childhood Learning Center by Kevin McKenna.

**I. Approval of Agenda**

The agenda for the meeting was distributed and unanimously approved.

**II. Review of Previous Minutes**

The minutes of the previous meeting were reviewed and unanimously approved .

**III. Consideration of Open Issues**

1. Field Improvements  
Fredrick Stark  
Discussion about stonedust applied to softball field and future improvements. Will know more after October meeting with K-Ville Superintendent.
2. How To Improve Registrations.  
Kevin McKenna  
We need to add more signs and place them in more locations. Make sure all schools are supplied with sign-up information.
3. Financial Statement  
Laura McKenna  
Bank account balance is \$7828

**IV. Agenda and Time of Next Meeting**

The next meeting will be held at 7 PM on September 30, 2024 at:  
Kelloggsville Early Childhood Learning Center  
977 44th St SW  
Wyoming, Michigan  
49509

The agenda for the next meeting is as follows:  
Concession Stand cleanup  
Texas Holdem revenue  
Old business  
Financial statement

The meeting was adjourned at 8:07 PM by Kevin McKenna.

Minutes submitted by: Samantha Lannon

Minutes approved by: Fredrick Stark

**Kelloggsville Little League**  
**Minutes of the The Last Tuesday Of Every Other Month Meeting of the**  
**Kelloggsville Little League general membership**  
**September 30, 2024**  
**7 PM**

**Location of Meeting:**

Kelloggsville Early Childhood Learning Center  
977 44th St SW  
Wyoming, Michigan 49509

**Present at Meeting:** Kevin McKenna, Laura McKenna, Fredrick Stark, Samantha Lannon, Shawn Ray, KatieAnne McDonald, Brandon Wondergem, Tito Pizana

**Absent from Meeting:** Christina Dessauer, Jenna Wondergem And Bobby Shepherd.

The regular meeting of the Kelloggsville Little League general membership of Kelloggsville Little League was called to order at 7:04 PM on September 30, 2024 at Kelloggsville Early Childhood Learning Center by Kevin McKenna.

**I. Approval of Agenda**

The agenda for the meeting was distributed and unanimously approved.

**II. Review of Previous Minutes**

The minutes of the previous meeting were reviewed and unanimously approved.

**III. Consideration of Open Issues**

1. Results Of The Previous Texas Holdem  
Kevin McKenna  
Revenue from Texas holdem event held on September 3rd, 4th and 5th was \$4,826.

**IV. Consideration of New Business**

1. Meeting With K-Ville Superintendent  
Kevin McKenna  
Items to discuss were suggested.  
Bathrooms  
Dugouts  
Water turned on  
Fence repairs.

**V. Agenda and Time of Next Meeting**

The next meeting will be held at 7 PM on November 19, 2024 at:  
Kelloggsville Early Childhood Center

977 44th St SW  
Wyoming, Michigan 49509

The agenda for the next meeting is as follows:  
Feedback of meeting with Superintendent.

The meeting was adjourned at 8:22 PM by Kevin McKenna.

Minutes submitted by: Samantha Lannon

Minutes approved by: Fredrick Stark

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

RESOLUTION FOR AWARD OF BID

WHEREAS:

1. Formal bids have been obtained on the below listed item.
2. The bids received have been reviewed and evaluated per the attached staff report.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Veterans Park Brick Wall and Caps Restoration Project	Kent Companies	\$75,155.00

1. The City Council authorizes \$10,000.00 contingency for the Veterans Park brick wall and caps restoration project.
2. 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: October 21, 2024.

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

ATTACHMENTS:

Staff Report  
Contract

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

## STAFF REPORT

**Date:** October 10, 2024  
**Subject:** Veterans Park Brick Wall and Caps Restoration Project  
**From:** Troy Rinks, Facilities Foreman  
**CC:** Myron Erickson, Director of Public Works  
**Meeting Date:** October 21, 2024

---

### RECOMMENDATION:

It is recommended the City Council award the bid for Veterans Park Brick Wall and Caps Restoration Project to Kent Companies for \$75,155.00, plus a contingency of \$10,000.00, and authorize the Mayor and Clerk to sign the associated contract.

### 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:

Veterans Memorial Park hosts the annual Memorial Day ceremony and is regularly visited by the public. The park includes a waterfall, memorial bricks, and a lengthy brick wall with columns.

The brick wall and columns were originally constructed in 1999. A significant amount of the caps on these walls and columns is deteriorating, and several of the walls are experiencing cracking. In September of 2024, Facilities staff developed a bid specification for the repair of the walls that were cracking and the replacement of many of the wall and column caps. The bid was made available to the public via the City ebidder website. Thirty-one bidders downloaded the specifications, and four bids were received on October 8, 2024. Bidders were asked to provide a bid price per specifications, along with additional pricing for any additional/recommended work they observed. Bid results listed below.

<b>Bidder</b>	<b>Bid Price per Specifications</b>	<b>Additional/ Recommended Work</b>	<b>Total</b>
Kent Companies	\$70,155.00	\$5,000	\$75,155.00
Borner Restoration Inc.	\$75,330.00	\$3,200.00	\$85,730.00
Cusack's Masonry Restoration, Inc.	\$84,650.00	\$20,000.00	\$104,650.00
D.C. Byers Company/Detroit Inc.	\$132,700.00		\$132,700.00

After reviewing the bids, staff are recommending that the bid be awarded to Kent Companies for the total amount of \$75,155.00. Additionally, and due to the amount of unknown and unseen issues that may arise when the caps and damaged bricks are removed, staff are recommending a contingency of \$10,000.00 for this project. This award includes not only what was specified in the bid, but also includes replacement of all wall and column caps and installing new wall flashing, drip edging, and sealants to limit future damage to the walls and columns.

**BUDGET IMPACT:**

Sufficient funds are available in the Capital Projects Revolving Fund, Account 800-000-57300-975.014.

Attachments:

Contract



CITY OF  
**WYOMING**

**Veterans Park Brick Wall and Caps Restoration 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Kent Companies

[Name of contracting entity]  
A Corporation - Michigan  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
130 60th St SW, Grand Rapids, MI 49548  
[Contractor's street address]  
Grand Rapids, MI 49548  
[Contractor's city, state & zip]

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

Effective Date means: \_\_\_\_\_, 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

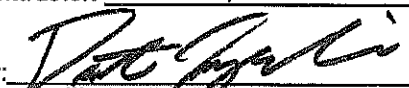
By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:



Contractor: Kent Companies

By:   
[Signature officer, director, or principal of Contractor]  
Dustin Nagelkirk - Division Manager  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 10/15, 2024

**BID/PROPOSAL FORM**

**Bid/Proposal for Veterans Park Brick Wall and Caps Restoration Project**

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by City due to unanticipated difficulties encountered in performing the actual work.

---

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, DUNS #: _____		

---

Are you, or the business owner related to an elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list individuals' name(s) and relationship(s):		

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Kent Companies, Inc

BID/PROPOSAL FORM CONTINUED

Bid/Proposal for Veterans Park Brick Wall and Caps Restoration Project

A lump sum bid price shall be submitted for performing the work specified herein. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

Bid price as per the specifications included herein. \$ 70,155.00
Price for additional work not listed in this RFP: \$
Winter work allowance (if needed): \$ 5,000.00

Not including allowance Total Bid Price \$ 70,155.00

Kent Companies

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

[Signature for proponent]

[2nd signature for proponent]

Dustin Nagelkirk

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 10/8/2024

130 60th St SW, Grand Rapids, MI 49548
[Proponent's street address]

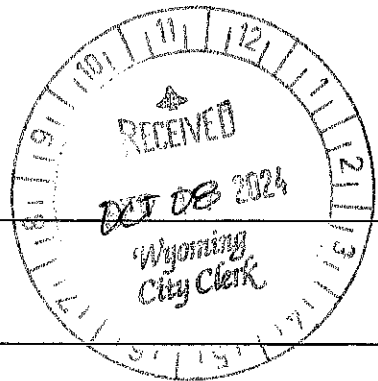
616-534-4909
[Proponent's business phone]

Grand Rapids MI 49548
[City] [State] [Zip]

616-258-9989
[Cell phone number(s) of person(s) signing for proponent]

dnagelkirk@kentcompanies.com
[E-mail address(s) of person(s) signing for proponent]

Corporation - Michigan
[Proponent's form of business - e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



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

RESOLUTION TO ACCEPT THE INSTITUTE FOR RESPONSIVE GOVERNMENT  
GRANT AND AUTHORIZE THE CITY CLERK TO SIGN THE GRANT AGREEMENT

WHEREAS:

1. The City Clerk's Office has been awarded a grant from the Institute for Responsive Government in the amount of \$60,000 and it is recommended City Council approve the acceptance these funds.
2. The Institute for Responsive Government is a nonpartisan, nonprofit organization that is issuing grants to support election administration.
3. Grant funds provided through this grant must be used for "the nonpartisan public purpose of planning and operationalizing secure, efficient, and accessible election administration", including "human, physical, and technological assets that the Department of Homeland Security has identified as necessary to conduct elections".
4. It is recommended that the City Council authorize the City Clerk to sign the agreement to receive these grant funds.
5. These funds will be used to supplement seasonal and overtime personnel costs, as well as supplies and materials regularly used during administration of elections.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council accepts the Institute for Responsive Government grant in the amount of \$60,000.
2. The City Council authorizes the City Clerk to sign the grant agreement.

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 October 21, 2024.

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

ATTACHMENTS:

Staff Report

Budget Amendment

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

## STAFF REPORT

**Date:** October 14, 2024  
**Subject:** Institute for Responsive Government Grant  
**From:** Kelli VandenBerg, City Clerk  
**Meeting Date:** October 21, 2024

---

### RECOMMENDATION

It is recommended City Council authorize acceptance of the Institute for Responsive Government's grant of \$60,000.

### ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 3 – Stewardship
  - Goal 2 – Enhance the efficiency and effectiveness of City operations and services.
  - Goal 4 – Attract, train, and retain a talented workforce.

### DISCUSSION

The nonprofit and nonpartisan organization, Institute for Responsive Government, has awarded the City of Wyoming \$60,000 in grant funding. These funds can be used for purchases and expenditures from June 1, 2024 through May 31, 2025 that support election administration. With numerous and significant changes to elections in recent years, election budgeting has been challenging. The need for additional seasonal staff, increased overtime of fulltime staff, and regular wear-and-tear replacements often exceeds anticipated needs.

Funding sources such as this help minimize the growing pains that might otherwise come with such significant changes. This grant specifically supports the human, physical and technological assets identified by the Department of Homeland Security as necessary items for conducting elections. If approved by council, we intend to use these funds to supplement personnel budgets and to purchase supplies needing replacement. If there are funds remaining after the November election, supplies will be purchased to support future elections as many of the items used for precinct operations have been in place for 10 years or more.

## **BUDGET IMPACT**

The funding received through this grant will supplement funds allocated for personnel and supplies and materials used to support election operations. Personnel costs would include costs such as seasonal employees and overtime for fulltime employees. The supplies and materials could include anything from consumable goods like paper products and pens to replacement items such as card readers, ballot bags or supply bins.

### **Attachment:**

Institute for Responsive Government Grant Award Letter

IRG1-17745

Thursday, September 19, 2024

Wyoming City, Michigan

Dear City Clerk Kelli VandenBerg,

I'm pleased to inform you that the Institute for Responsive Government ("Responsive Gov"), a nonpartisan, nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award the **Wyoming City Clerk's Office** ("Grantee") a grant to support its nonpartisan work planning and operationalizing secure, efficient, and accessible election administration. We based this decision on the information and materials provided in the **Wyoming City Clerk's Office** Grant Application ("Application"), which is incorporated into this Grant Agreement as an Appendix. A copy of the Application has been provided simultaneously with this Grant Agreement for your records.

The following is a description of the grant:

- **Amount of Grant: \$60,000**
- **Public Purpose:** The grant funds must be used exclusively for the nonpartisan public purpose of planning and operationalizing secure, efficient, and accessible election administration in **Wyoming City, Michigan**. Examples of uses that fall within this public purpose include expenditures for the key human, physical, and technological assets that the U.S. Department of Homeland Security has identified as necessary to conduct elections.\*

Before Responsive Gov transmits these grant funds, an authorized representative of the **Wyoming City Clerk's Office** must sign this agreement ("Grant Agreement"). By signing the Grant Agreement, the **Wyoming City Clerk's Office** agrees to comply with all **United States, Michigan, and Wyoming City** laws and regulations, including but not limited to those relating to taxes, gifts, and private funding of elections ("Applicable Laws"), when accepting and using the grant funds. Grantee also agrees to accept and use the funds subject to the terms and conditions below.

By signing this Grant Agreement, you agree and certify the following:

1. The **Wyoming City Clerk's Office** is a U.S., state, or local government unit or political subdivision within the meaning of IRC section 170(c)(1). This grant shall be used only for the Public Purpose described above and for no other purposes.
2. The **Wyoming City Clerk's Office** is authorized to receive this grant from Responsive Gov, receipt of the grant does not violate any Applicable Laws, and Grantee represents that it has taken all steps, including necessary approvals, required to apply for, accept, and utilize the grant for the Public Purpose set forth above and in the Proposal.
3. Grantee has submitted an Application, which (among other things) sets forth the intended use of grant funds. That Application is incorporated into this Grant Agreement as an Appendix. Grantee shall commence expending this grant for the purposes identified in its Application upon receipt and may use the grant funds for such purposes until May 31, 2025. If Grantee needs to reallocate grant funds between the purposes identified in the Application, Grantee is permitted to do so without any notice to Responsive Gov so long as those purposes are consistent with the Public Purpose described above.
4. If Grantee uses any part of this grant to fund another organization, it will take reasonable steps to

ensure that any grant funds are used consistently with the Public Purpose of this grant and all of the terms and conditions of this Grant Agreement. Grantee further agrees that the grant funds may not be used: (1) to participate in, intervene in, or carry on, directly or indirectly (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or public referendum; (2) to engage in any effort to induce or encourage violations of law or public policy; (3) to cause any private inurement or improper private benefit to occur; or (4) for any purpose inconsistent with IRC Section 170(c)(2)(B), which relates to charitable, educational, scientific, religious, or literary purposes.

5. The **Wyoming City Clerk's Office** shall not share with Responsive Gov—and Responsive Gov will never ask for—non-public or confidential information about your jurisdiction's voters or voting systems.

6. Grantee shall produce a report documenting how this grant has been expended to support its public purpose described above. This report shall be provided to Responsive Gov by June 30, 2025.

7. The purpose of the grant is to supplement the funds available to the **Wyoming City Clerk's Office** and not to substitute for previously budgeted funds that would otherwise be provided to Grantee by **Wyoming City, Michigan** but for the grant. You represent and warrant to the best of your knowledge that **Wyoming City, Michigan** does not intend to reduce the **Wyoming City Clerk's** budget or fail to appropriate or provide previously budgeted funds to the **Wyoming City Clerk's Office** because it has received this grant.

8. Responsive Gov may discontinue, modify, withhold part of, or ask for the return of all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met, (b) any of the representations or certifications by Grantee are inaccurate, or (c) Responsive Gov must do so to comply with Applicable Laws.

9. The grant term shall be June 1, 2024, through May 31, 2025, and is the period during which covered costs may be applied to this Grant. To request an extension of the grant term, Grantee must provide a written request, including a new requested end date, to Responsive Gov before the end date of the grant term. Grantee must receive an amendment to the Grant Agreement to expend funds beyond the grant term.

10. Beyond the rights and obligations specifically set forth in the Grant Application and this Grant Agreement, Responsive Gov claims no legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this Grant Agreement. Responsive Gov has no role or involvement in the operation or administration of elections conducted by **Wyoming City Clerk** as a result of this Grant Agreement, independent of the provision of the grant itself. Furthermore, it is expressly understood that by making this grant, Responsive Gov neither has or incurs any obligation to provide additional funding to the Grantee.

Please indicate that you accept and agree to these terms and conditions by having an authorized representative of your election jurisdiction sign and certify below. Please return a scanned copy of the signed letter via the link in your email at your earliest convenience. If needed, you may also return it via email at [grants@responsivegov.org](mailto:grants@responsivegov.org).

Sincerely,



Sam Oliker-Friedland  
Executive Director  
Institute for Responsive Government

By signing this Grant Agreement, I certify that I am authorized to bind the Wyoming City Clerk's Office to the terms and conditions of the Grant Agreement and that the Wyoming City Clerk's shall fully comply with the Grant Agreement including all restrictions on the use of funds.

Accepted on behalf of Wyoming City Clerk

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPENDIX: Wyoming City, Michigan *A More Responsive Government 2024 Grant Program* Grant Application Submitted to the Institute for Responsive Government

\* See U.S. Department of Homeland Security, Cybersecurity and Infrastructure Security Agency, 2020 Election Infrastructure Subsector-Specific Plan, at 3-4 (2020), *available at* [https://www.cisa.gov/sites/default/files/publications/election\\_infrastructure\\_subsector\\_specific\\_plan.pdf](https://www.cisa.gov/sites/default/files/publications/election_infrastructure_subsector_specific_plan.pdf)

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: October 21, 2024**

**Budget Amendment No. 016**

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$60,000 of budgetary authority for purchases and expenditures related to election administration and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>General Fund</u></b>				
Private Contributions & Donations				
101-674.000	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00
City Clerk - Election - Temporary Salaries				
101-215-26200-707.000	\$ 42,500.00	\$ 10,000.00	\$ -	\$ 52,500.00
City Clerk - Election - Overtime Salaries				
101-215-26200-708.000	\$ 30,000.00	\$ 25,000.00	\$ -	\$ 55,000.00
City Clerk - Election - Office Supplies				
101-215-26200-727.000	\$ 19,000.00	\$ 25,000.00	\$ -	\$ 44,000.00
Fund Balance/Working Capital (Fund 101)		<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

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

RESOLUTION TO ACCEPT A PROPOSAL FROM MED-1  
TO PROVIDE HEALTH ASSESSMENT SERVICES

WHEREAS:

1. On November 15, 2021, City Council approved resolution #27183 accepting a proposal from MED-1 to provide occupational and employment health assessment services through January 1, 2025.
2. As detailed in the attached staff report, MED-1 has offered to extend their proposal with a slight price increase through January 16, 2026.
3. It is estimated the City will spend \$45,000 for health assessment services.
4. It is recommend City Council accept the proposal.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from MED-1 to provide health assessment services for the City through January 16, 2026.

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 October 21, 2024.

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

ATTACHMENTS:

Staff Report  
Proposal

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

## STAFF REPORT

Date: October 09, 2024  
Subject: Health Assessment Services  
From: Connor Zuidema, Human Resources Specialist  
Cc: Emily Vande Griend, Director of Human Resources  
Kim Klaassen, Assistant Director of Human Resources

Meeting Date: October 21, 2024

---

### RECOMMENDATION:

It is recommended the City Council accept the proposal from MED-1 Occupational Health Services (MED-1) to extend the current contract which provides health assessment services with a slight price increase, as detailed on the attached proposal form.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Stewardship

### DISCUSSION:

Health assessment services are used to assess and treat work-related injuries, administer pre-employment physicals and drug screens, and perform required and/or reoccurring job-related physical examinations. MED-1 is an occupational health service provider and specializes in work-related injury treatment and other work-related services, ensuring employees are capable of performing their job duties safely. MED-1 is certified and qualified to perform health assessment services and does so in accordance with all state and federal regulations.

On November 15, 2021, City Council adopted resolution 27183 awarding MED-1 for health assessment services. MED-1 has offered to extend the agreement for an additional year through January 16, 2026, with a slight price increase due to medical cost inflation.

MED-1 has provided secure and professional services to the City since 2017, and it is recommended the City accept their proposal to continue to provide these services for an additional year.

### BUDGET IMPACT:

It is estimated that the annual expenditure for health assessment services will total approximately \$45,000.00. Funds for health assessment services are budgeted in various departmental accounts, with the appropriate account being charged at the time of invoicing.

Attachments:  
Pricing Proposal

**City of Wyoming Occupational & Employment Health Assessment  
Services: MED-1 Services & Related Charges**

Type of Service	Service Description	Charges effective Jan. 2025, date TBD
<b>Injury/Illness</b>	Treatment for work related injury or illness	Discounted 5% off State of Michigan Fee Schedule
	Referral to Specialists for testing and further treatment if necessary	No Charge
<b>Physical Exams</b>	Pre-Placement/Post-Offer Exam	\$55.00
	Fitness for Duty Exams	\$95-\$250
	National Fire Protection Association (NFPA) Physicals - PE Only	\$76.75
	DOT Examination New	\$76.75
	DOT Examination Recertification	\$76.75
	MCOLES Exam	\$76.75
	TB Test	\$35.00
	T-Spot or Quantiferon Gold	\$78.20
	Hepatitis B Series - Per injection	\$124.00
	Comprehensive Back Exam	No Charge
	OSHA Respirator Medical Evaluation Questionnaire	\$23.00
	Respiratory Fit Test	\$62.00
	Respiratory Physical	\$55.00
	PFT	\$65.87
	Hand/Wrist Exam	No Charge
	Titmus Vision Test, near vision	\$4.15
	Lift Test	\$18.15
	Audio	\$20.45
	PSA	\$40.15
	CBC w Differentials	\$17.16
	Chest x-ray 2 v (Includes Interpretation by Board Certified Radiologist)	\$67.01
	Profile III	\$43.72
	Return to Work (include a work status letter from treating physician)	\$55.00
	Medical Surveillance/Hazmat Exam	\$76.75
<b>Drug/Alcohol Tests (Scheduled, Random and Unannounced)</b>		
	5 Panel Standard	\$30.66
	7 Panel Standard	\$30.66
	10 Panel Standard	\$30.66
	Rapid Drug Screen Confirmation of non negative screenings	no longer required
	Hair Test	not being utilized
	MCOLES	\$30.66
	DOT	\$72.00
	Non DOT (Collection)	\$25.55
	eScreen	not applicable
	Urine (DOT) Collection Only	\$25.55
	Hair Test Collection Only	\$25.55
	E.B.T (Evidential Breath Test) (Non-DOT)	\$22.48
	E.B.T (Evidential Breath Test) (DOT)	\$38.50
	<b>Additional Services</b>	MRO
Physical Therapy		Discounted 5% off State of Michigan Fee Schedule
	Wellness	Pricing based on programing and volumes

	Consortium	Pricing based on content and volumes
	Venipuncture On Site Staffing for Fire Department or Similar Services	\$85/hour
	<b>Service Description</b>	
<b>These services are currently included in City of Wyoming account with MED-1 but were not listed on the original Bid/Proposal Service Description and are listed here for full transparency.</b>	Drug Screen, 5 Panel Rapid	\$32.36
	Drug Screen, 7 Panel Rapid	Discontinued
	Drug Screen, 10 Panel Rapid	\$32.36
	CAOHC Audio	\$25.00
	EKG	\$51.11
	DOT Follow-up	\$38.25
	Return to Work Exam	\$55.00
	Urinalysis with Micro	\$19.86
	Visual Acuity Snellen	\$2.00
	Ishihara Color Test - 14 Plates	\$12.48
	Hepatitis B Surface Ab Titer	\$41.84
	Venipuncture	\$18.00
	Influenza Injectable	Seasonal Cost
	Td	\$104.21
	Tdap	\$120.00
	Lumbo-Sacral 3v	\$72.66

Information submitted by MED-1 Occupational Health Services.  
Contact: Mary Alice Ehrlich, Executive Vice President,  
maehrlich@med1services.com, 616-915-7933

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

RESOLUTION TO ACCEPT A PROPOSAL FOR PRESORT MAILING SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Kent Communications, Inc. to provide presort mailing services.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Kent Communications, Inc. for presort mailing services.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council authorizes the City Manager to accept future agreements 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: October 21, 2024.

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

ATTACHMENTS:

Staff Report

Contract/Proposal

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

## STAFF REPORT

Date: October 10, 2024  
Subject: Presort Mailing Services  
From: Laura Jackson, Secretary II  
CC: Jodi Yenchar, Finance Director  
Meeting Date: October 21, 2024

---

### RECOMMENDATION:

It is recommended City Council accept a proposal from Kent Communications, Inc. (KCI) to provide presort mailing services (daily pick up, metering and delivery of outgoing mail to the US Postal Service (USPS)).

### ALIGNMENT WITH STRATEGIC PLAN:

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

### DISCUSSION:

In 2010, the City eliminated in-house mailing services and started working with a specialized presort services provider eliminating the cost of leasing equipment, equipment maintenance, supplies, and City staff time.

Presorting mail means grouping the mail by ZIP Code. All of the pieces going to the same destination get grouped into the same bundle. Presorting mail is important because it helps USPS process and delivers mail more efficiently, and USPS passes on the savings in discounted postage prices.

KCI submitted the lone proposal for 2024 and has provided the City with a proposal for 2025 with no price increases. KCI picks up outgoing mail from City Hall daily, weighs, meters, sorts, barcodes, presorts and delivers the outgoing letters to USPS. KCI also meters flats at a discounted rate, process and mail flats the next day and will provides full service for parcels, media mail, foreign, and certified mail.

### BUDGET IMPACT:

Funds for the presort mailing services are available in various departmental accounts and will be charged to the appropriate account at the time of service. It is estimated the annual expenditure will total approximately \$12,000.00.

Attachment:  
Contract/Proposal

# 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Kent Communications Inc  
(Name of contracting entity)  
A Corporation  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
3901 E Paris Ave SE  
(Contractor's street address)  
Grand Rapids, MI 49512  
(Contractor's city, state & zip)

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

Effective Date means: \_\_\_\_\_, 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 in 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

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

Scott G. Smith  
Scott G. Smith, City Attorney

Contractor: Kent Communications Inc

By: Katelyn Kuhl  
(Signature of officer, director, or principal of Contractor)  
Katelyn Kuhl VP of Operations  
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 9-26, 2024

**EXHIBIT A**  
**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

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

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

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (HUD), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 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-1/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-FACs.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/contract\\_administration/limited\\_denial\\_participation\\_hud\\_funding\\_disqualifications](https://www.hud.gov/program_offices/contract_administration/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://uster.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 falls 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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://www.irs.gov)).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.

C. Payment disputes will be resolved as provided in §16. City will pay undisputed amounts and the disputed amount will be held in a non-interest-bearing account until the dispute is resolved.

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

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

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

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

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

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

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

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction/Prequalification at <https://www.wyoming.gov/About-Wyoming/City-Departmental/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
<b>COMMERCIAL GENERAL LIABILITY</b>	
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Coverage shall be primary and any other insurance shall be secondary and/or excess.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>WORKERS' COMPENSATION/EMPLOYERS' LIABILITY</b>	
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.
<b>EXCESS/UMBRELLA INSURANCE</b>	
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.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
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.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
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.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
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**



create • communicate • connect

### Daily Automation Full Service – Description of Services and Pricing 9/25/2024

**Full Service:** KCI will post all of City of Wyoming letter mail at the Presort First Class rate. This rate is .636 – 1oz, .636 – 2oz, .636 – 3oz., .636 – 3.5oz KCI will collect the mail daily and sort it on our United States Postal Service (USPS) certified sorting machine, which is the same type of machine the USPS uses to barcode mail.

Letters from all of our customers are barcoded and comingled creating a large multi-weight and multi-rate mailing so that we might achieve the lowest possible postage rates. KCI receives a rebate from the USPS for mail which is mailed at a lower rate than the rate metered on the mail piece. Mail must meet stringent USPS requirements and is verified by a sampling procedure by KCI's on-site USPS employee. Your letters are delivered pre-sorted to the Grand Rapids Post Office the same evening it is picked up.

Metering Fee \$0.035/ea.

**Full Service Flats:** KCI mail production crew will meter flats at a discounted rate. KCI will process and mail flats the NEXT DAY.

Metering .00/ea

**Full Service Parcels (Priority & First Class):** KCI mail production crew will apply postage at a discounted rate. City of Wyoming will be billed monthly at the Retail rate. Discounts earned will cover the cost of KCI applying postage to Parcels. KCI will process Parcels the NEXT DAY.

**Full Service Miscellaneous Mail:** KCI mail production crew will meter Media Mail, Foreign, Certified etc. mail at full rate. KCI will bill monthly. KCI will process and mail Certified NEXT DAY.

Metering Fee \$0.06/ea.

**Monthly Mail Courier:** Fee \$95.00

#### Limitations:

**Certified mail:** If the PS Form 3800 is in-tact, the mail piece will be round stamped by the post office at no additional charge THE NEXT BUSINESS DAY. Write "City of Wyoming" on the PS Form 3800 so we can return them to you.

**USPS Overnight Mail:** KCI will not accept overnight mailing envelopes or packages. Overnight mail will be returned to your mail center with the following day's pick-up.

**Charges and rates:** See above. Service requires a postage deposit to be held at KCI.

Katelyn Kuhl

Katelyn Kuhl, VP of Operations, Kent Communications, Inc.

\_\_\_\_\_  
Name and Title City of Wyoming

\_\_\_\_\_  
Date

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

RESOLUTION APPROVING AND AUTHORIZING MAYOR AND CITY  
CLERK TO SIGN A COMMERCIAL PREMISES LEASE WITH PURCHASE  
OPTION FOR 2385 PORTER STREET SW TO TAMAZ LLC

WHEREAS:

1. Tamaz LLC d/b/a Two Guy Brewing has occupied the City-owned site at 2385 Porter Street SW pursuant to a lease that has expired and
2. Tamaz LLC has expanded its business into other buildings in the general vicinity and wishes to continue leasing that premises but also may wish to own that premises; and
3. The City wishes to encourage such businesses to grow and expand.

NOW, THEREFORE BE IT RESOLVED:

1. The 3-year Commercial Premises Lease with Purchase Option between the City and Tamaz LLC dated to begin November 1, 2024, is approved in the form provided in this meeting's agenda packet. The Mayor and City Clerk are authorized and directed to sign it for the City.
2. All resolutions and parts of resolutions are, to the extent any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried    Yes  
                              No

CERTIFICATION

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 21, 2024.

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

Attachments:  
Staff Report  
Contract

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

## STAFF REPORT

**Date:** 10.17.2024  
**Subject:** Two Guys Brewing Lease Renewal  
**From:** Patrick Waterman, Deputy City Manager  
**CC:** John Shay, City Manager  
**Meeting Date:** 10.21.2024

---

### RECOMMENDATION:

It is recommended that City Council approve and sign the attached 3-year lease agreement between the City of Wyoming and Tamaz, LLC (Two Guys Brewing), with a term of November 1, 2024 to October 31, 2027.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR I – COMMUNITY
  - Goal 2 – Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.
    - Objective 5 – Create plan to attract and retain businesses in the City.

### DISCUSSION:

In 2017, the City entered into a 3-year agreement with the owner of Two Guys Brewing Company (the owner) allowing them to lease the City-owned former fire station at 2385 Porter St. SW (the property). The property is located directly across the street from restaurant. The agreement was renewed in 2020 for another 3 years, but it expired in December of 2022. Although the lease is expired, the tenant continues to comply with the terms of the 2020 agreement.

City staff recently met with the tenant to discuss the need to update and renew the expired lease agreement. During our discussion, the tenant expressed a desire to purchase the property from the City, sometime in the near future. The City informed the tenant that the parking lot at the property was in need of reconstruction, and that the cost of doing so is the responsibility of the tenant under the agreement.

Attached for your review and approval is an updated commercial lease agreement which was updated to include the following provisions:

- An updated 3-year term beginning November 1, 2024, and expiring October 31, 2027.
- An adjustment to the monthly rent to reflect market inflation. The first year's rent will be \$850/mo., with a 3% annual inflation factor.
- A provision to resurface the dilapidated parking lot at the City's expense, with a 3-year reimbursement period from the tenant. The estimated cost to resurface the parking lot is \$30,590. The tenant will pay the City \$889.59/mo. in addition to its monthly rent. If the tenant were to purchase the property from the City before the end of the lease, the remaining balance on the parking lot would be due in full at closing.
- An option clause for the tenant to purchase the City's property at any time before the lease expires for the price of \$250,000. The City Assessor indicated this was an appropriate value.

**BUDGET IMPACT:**

No budget impacts are associated with this item.

Attachment(s):

Commercial Premises Lease with Purchase Option  
Resolution of adoption

**COMMERCIAL PREMISES LEASE WITH PURCHASE OPTION**  
(FORMER PORTER STREET FIRE STATION)

This Commercial Premises Lease is made as of October 22, 2024, to begin on November 1, 2024, between the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> St SW, Wyoming, MI 49509 as lessor (**City**) and Tamaz, LLC, a Michigan limited liability company doing business as Two Guys Brewing of 2539 Byron Center Ave SW, Wyoming, MI 49519 as lessee (**Tamaz**).

RECITALS

A. The parties entered into a 3-year Commercial Premises Lease beginning January 1, 2017, that expired on December 31, 2019 (the **2017 Lease**) that was replaced by a 3-year Commercial Premises Lease made as of January 1, 2020 that expired December 31, 2022 (the **2020 Lease**) for the following described land and improvements that was formerly a Wyoming fire station at 2385 Porter St SW, PP# 41-17-10-151-031 (the **Premises**):

The South 181 feet of the East 120 feet of the West 153 feet of the Northwest 1/4, Section 10, T6N, R12W, City of Wyoming, Kent County, Michigan.

B. Tamaz has established a business on the Premises and other property in its general vicinity and wishes to again lease the Premises with the intent to acquire it after the parties agree upon the sale terms and Tamaz arranges any desired financing.

TERMS AND CONDITIONS

1. Lease. City leases to Tamaz and Tamaz leases from City the Premises.
2. Term. The lease term is 3 years beginning November 1, 2024, and, unless terminated earlier, expiring October 31, 2027.
3. Rent. The first year's rent will be \$850.00 per month for the first year and will increase 3.0% each year thereafter rounded to the dollar so that in the second year of this Lease, beginning November 1, 2025, the rent will be \$876.00 per month, and in the third year of this Lease beginning November 1, 2026, the rent will be \$902.00 per month.
  - A. Rent is due and payable in advance on the first day of each calendar month at City's treasurer's office at City's address written above. Rent for any partial month of occupancy shall be prorated.
  - B. A late payment fee of \$100.00 will be due on any rent payment not received by City on or before the fifth day of any calendar month. Interest on unpaid rent shall be at the rate of 1.0% per month or part of a month that rent remains unpaid after the fifth day of any calendar month.
4. Parking Lot Resurfacing. The parking lot of the Premises needs to be resurfaced. A \$30,590.00 proposal for that work is attached as Exhibit A. City will engage the proponent to complete the work in accordance with that proposal. Because Tamaz is obligated to undertake that work under the 2017 Lease and the 2020 Lease, Tamaz will repay City the cost City finally incurs for that work with interest at 3.0% per annum in 36 monthly level-debt payments made in addition to the rent amount over the term of this lease. If the final cost is \$30,590.00, the monthly payment in addition to the rent will be \$889.59. The principal balance, along with any accrued interest, may be fully paid at any time.
5. Signs. Signs placed on the Premises must be in keeping with the character and decor of the Premises, must comply with applicable City ordinances, and will be subject to City's approval before installation. Tamaz will be responsible for maintenance and repair of all signs.
6. Acceptance. The Premises are leased in an "as is" "where is" condition without any representation or warranty as to its condition or fitness for any purpose or use. Tamaz acknowledges it has occupied the Premises for more than 6 years, made improvements to the Premises, and is responsible for the condition of the Premises at the beginning of this Lease.
7. Occupancy, Use, and Maintenance.
  - A. The Premises must be used and occupied by Tamaz only for operation of a microbrewery in conjunction with other property in its vicinity, including the property across the street at 2356 Porter St SW. All activities

on the Premises must comply with all applicable laws, rules, and regulations, including, without limitation, all city ordinances, construction and building codes, and property maintenance codes and also including any zoning and other land use approvals such as special use, site plan and variance approvals.

B. Tamaz is responsible for maintaining the Premises in good and safe condition, including any plate glass windows, the electrical wiring, the plumbing, any other system or equipment on the Premises, structural members of all buildings, parking lot surface and other improvements on the Premises. City will have no responsibility for any maintenance to or repair of the Premises.

C. If Tamaz fails to maintain and repair the Premises as required in this Lease, City may do so and Tamaz will pay the City any costs City incurs to do so, including without limitation, any costs of contractors, materials or labor, including any of City's internal costs for labor. Tamaz must pay City within 10 days of any invoice for that amount.

8. Utilities. All utilities servicing the premises metered must be in Tamaz's name and Tamaz will be responsible for payment of all rates, fees, charges and assessments any utility service to the Premises prior to or during the lease term, including without limitation, gas, electric, water, sanitary sewer, storm sewer, telephone, internet, television, fiber optic, or any similar service on or before the date(s) on which any such bill can no longer be paid without late payment fees, penalties, interest and before any threat of service termination.

9. Taxes. Due to Tamaz's occupancy of the Premises, the Premises will be subject to taxation. Tamaz will pay all taxation against the Premises and any personal property on or within the Premises on or before the date those taxes can no longer be paid without penalties or interest.

10. Surrender. Unless Tamaz has exercised its purchase option, at the expiration or other termination of this Lease, Tamaz must surrender the Premises to City in a broom clean and same condition as on the commencement of the 2017 Lease, except for normal wear and tear. Tamaz must remove any of its personal property and trade fixtures before the expiration or other termination date of this Lease. Tamaz must repair any damage to the Premises caused by the removal of such fixtures. Anything left on or in the Premises after the termination date of this Lease will, at City's option, be City's property or disposed of by City at Tamaz's expense.

11. Entry and inspection. City or City's agents may enter the Premises at reasonable times and with reasonable notice, to inspect and repair the Premises.

12. Alterations. Tamaz may remodel and improve the Premises but any remodeling or improvements altering the Premises must first be approved by City. Such work must be done without damage to any structural portion of the building. Unless Tamaz exercises its purchase option, any improvements constructed on the premises shall become City's property when this lease terminates.

13. Assignment and Subleasing. Tamaz may not sublease the Premises, convey its interest or any portion of its interest in the Premises, license any other individual or entity to use the Premises, or assign this Lease or any interest in this Lease without City's prior written consent.

14. Risk and Insurance.

A. Tamaz's personal property, including trade fixtures, on the Premises will kept there at Tamaz's sole risk. City will not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of any premises adjacent to or connected with the Premises.

B. Except to the extent caused solely by the acts or omission of City or City's officers, employees, or agents, Tamaz will indemnify and defend City and City's officers, employees and agents for and against any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damage, from any cause, with respect to Tamaz's (including Tamaz's members, officers, employees, contractors and agents) use or occupancy or, improvements to, or activities on the Premises.

C. Tamaz must insure the Premises, including all land, buildings and improvements, for the replacement cost of the buildings and improvements, against loss or damage under a policy or policies of fire, other casualty, and extended coverage insurance, including additional perils. Tamaz shall obtain and maintain in

full force general liability and property damage insurance with coverage of not less than \$2,000,000 for injury or death to any one person, \$3,000,000 for injury or death to more than one person, and \$1,000,000 for property damage, covering all claims for injuries to persons occurring on or around the Premises. The insurer(s) must be authorized to insure property and do business in Michigan. Each insurance policy must include contain a provision or endorsement exempting City and City's officers and employees from any loss of coverage as an insured due to the acts of Tamaz or Tamaz's officers, employees, contractors or agents. Tamaz will, upon City's request, provide City copies of insurance certificates and endorsements evidencing that the insurance is in effect during the lease term. All policies must also provide for at least 30 days advance written notice by the insurance company to City of any termination or cancellation of a policy. All policies must name both City and City's officers and employees as insureds or additional insured and the City as a certificate holder.

D. The parties, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the Premises or covered by insurance in connection with property or activities on the Premises, regardless of the cause of the damage or loss. Each party will include appropriate clauses waiving subrogation against the other party,

15. Destruction of Premises. If the Premises is partially damaged or destroyed through no fault of the Tamaz, City will, to the extent of funds provided by insurance provided pursuant to subsection 13.C, promptly repair and restore the Premises. If the Premises is partially damaged but remain occupiable, rent shall not abate in whole or in part during the period of restoration. If the Premises is totally destroyed through no fault of the Tamaz or if the Premises cannot be repaired and restored within 180 days, either party may terminate this Lease effective the date of the destruction by giving the other party written notice of termination within 10 days after the destruction. If such a notice is given within that period, this Lease will terminate, and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this Lease shall continue, without abatement of rent, and the City shall repair the premises.

16. Purchase Option. City grants to Tamaz an option to purchase the Premises in accordance with the following:

A. This option is co-terminus with this Lease so it will end when the Lease expires or terminates.

B. The **Purchase Price** is \$250,000 plus any portion of the principal amount of the cost of the parking lot resurfacing that remains unpaid. One half of the rent paid under this Lease shall be credited toward the Purchase Price.

C. Tamaz may exercise the option to purchase by written notice to City's City Manager.

D. The terms of the resulting conveyance shall be as follows:

1. Promptly after receiving Tamaz's written notice, City will provide Tamaz a commitment for an owner's policy of title insurance in the amount of the purchase price with standard exceptions from a title insurance company reasonably acceptable to the parties. If Tamaz wishes to have any endorsements or waivers of exceptions, Tamaz shall pay for them and any additional premiums due to them. If the title insurance commitment discloses any matters of title not acceptable to Tamaz, Tamaz shall notify City in writing about them within 15 days of Tamaz's receipt of the title commitment and the survey described below. City may, at City's option, cure the title exceptions disclosed by Tamaz within 30 days after Tamaz notifies City. If City is unable or elects not to cure the disclosed title exceptions, Tamaz may either (i) terminate the proposed transaction or (ii) accept such title as City is able to provide, without reducing or abating the Purchase Price. At closing, City shall pay the cost of the premium for Tamaz's owner's title insurance policy with standard exceptions in the amount of the purchase price.

2. Tamaz may, at Tamaz's expense, obtain any survey of the Premises Tamaz desires. Tamaz will order that survey promptly after giving City notice Tamaz is exercising its purchase option. If within 15 days after Tamaz obtains the survey, Tamaz notifies City that an encroachment or any other matter shown on the survey may or will, in Tamaz's judgment, impair the value of the Premises or the intended use of the Premises, City will have 30 days from the date it is notified in writing by Tamaz of the condition(s) of unacceptability to remedy such condition(s). If City fails to remedy the unsatisfactory

condition(s) within that time, Tamaz will have the same options as provided in subsection D.1 with respect to title exceptions.

3. Tamaz acknowledges that City makes and has made no representations or warranties regarding the condition of the Premises or the Premises' fitness for any purpose or use and that Tamaz accepts the Premises on an "as is, where is" basis. Tamaz also acknowledges it has occupied the Premises for over 6 years and has had the opportunity to inspect the Premises and is making its own judgment as to the condition and suitability of the Premises for the intended use. Tamaz will be accepting title to the Premises and the condition of the Premises with no recourse against City for any condition of the Premises.

4. Tamaz shall have a period of 60 days from its notice of exercise of the option to complete the following:

a. To complete any surveys and inspections of the Premises Tamaz wishes to undertake, including, without limitation, any environmental assessments and tests. Tamaz shall promptly return the Premises to substantially its original condition upon completion of such inspections and tests and repair all damage to the Premises caused by or during such inspections.

b. Obtain any site plan and other zoning or land use approvals it wishes to obtain for its intended use or further development of the Premises. Nothing in this agreement shall require any City officer, employee, or body, including, without limitation, City's building inspectors, planning staff, Planning Commission, Zoning Board of Appeals or City Council, to approve any plans, re-zonings, zoning ordinance changes, variances or other requests. Those officers, employees and bodies shall exercise their functions and discretion in accordance with their duties under applicable laws, ordinances, rules, and regulations.

c. Obtain any approvals, permits or licenses needed from any county, state or federal officials.

d. Obtain commitments for any needed financing.

5. Closing shall occur no later than the earlier of (i) 90 days after notice of the exercise of the option or (ii) December 30, 2027. At closing title, shall be conveyed by a limited warranty deed, subject to easements, use restrictions, and other matters of record. Possession will be delivered at closing.

17. Brokers. Each party represents to the other that it has not engaged a broker and that no amounts are due to a broker as a result of this Lease or conveyance of the Premises upon exercise of Tamaz's option.

18. Default and Remedies.

A. If Tamaz fails to pay any taxes or utility bills as required under this Lease, City may, without notice to Tamaz make such payment and bill Tamaz the amount City paid. Tamaz must pay City within 10 days of any invoice for that amount.

B. If Tamaz fails to provide insurance as required in this Lease, City may procure such insurance and bill Tamaz the cost City incurs to procure that insurance. Tamaz must pay City within 10 days of any invoice for that amount.

C. If Tamaz (i) fails to pay rent when due (ii) fails to pay any other amounts are required by this Lease, (iii) fails to perform any other obligation under this Lease within 10 days after receiving written notice of the default from the City, or (iv) makes any assignment for the benefit of creditors or a receiver is appointed for Tamaz or Tamaz's property, or if any proceedings are instituted by or against Tamaz for bankruptcy (including reorganization) or under any insolvency laws, City may terminate this Lease, reenter the Premises, and seek to re-let the Premises on whatever terms City determines advisable. Regardless or City's reentry, Tamaz will continue to be liable to City for rent owed under this Lease and for any rent deficiency that results from re-letting the Premises during the lease term. Regardless of any re-letting without termination, City may at any time elect to terminate this Lease for any Tamaz default by giving the Tamaz written notice of the termination.

16. Notices. Notices required under this Lease must be in writing and delivered to the addresses of the parties provided above or to such other addresses as the parties substitute by written notice either (i) in person or (ii) by UPS, FedEx, or certified mail, providing a delivery receipt.

19. Tamaz's Possession and Enjoyment. As long as Tamaz pays rent and performs all its obligations under this Lease, Tamaz may peacefully and quietly hold and enjoy the Premises for the lease term.

20. Holding Over. If Tamaz fails to vacate the Premises at the expiration or other termination of this Lease, the holding over shall constitute a month-to-month tenancy at a monthly rental rate of \$2,000.00 per month.

21. Special Terms.

A. Tamaz has the option to purchase the Premises at any time during the lease term under such terms as the parties may agree.

B. Tamaz is responsible for obtaining and maintaining all necessary licenses and other approvals federal, state and local agencies, bodies and officials to operate Tamaz's business on the Premises.

22. General Terms.

A. This is the entire agreement between the parties. It supersedes the prior leases. This agreement may not be modified except by a written document signed by the parties.

B. City's failure to enforce any provision of this Lease does not waive any right to enforce that or any other provision in the future. No waiver will occur unless the waiver is in writing signed by the waiving party.

C. This Lease binds and benefits the parties, their successors and permitted assigns. However, no other parties are intended to be beneficiaries of this Lease.

D. Reference to any officer or other individual by title, shall include that individual's designee(s).

**CITY OF WYOMING**

**TAMAZ, LLC, D/B/A TWO GUYS BREWING**

By: \_\_\_\_\_  
Kent Vanderwood, Mayor


By: \_\_\_\_\_  
Thomas Payne, Jr., Member

Date signed: October 17, 2024

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

Date signed: October \_\_, 2024

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

**EXHIBIT A**  
**PARKING LOT RESURFACING PROPOSAL**

**Bobs Asphalt Paving**  
23728 40th Ave  
Ravenna, MI 49451  
+12318536936  
info@bobsasphaltpaving.com



**Estimate**

**ADDRESS**  
Ross Vanderlugt  
City of Wyoming  
Wyoming, MI

**ESTIMATE #** 3989  
**DATE** 07/31/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Asphalt</b>	5,800sq ft Remove/Replace Asphalt Parking Lot	1	29,390.00	29,390.00
		Sawcut, Mill, Remove, & Haul Away existing Asphalt - 72 cu yds			
		Fine grade & compact			
		Furnish, install, & compact 2" 3C HMA base course - 71 Ton			
		Furnish, install, & compact 2" 5EML HMA top course - 71 Ton			
	<b>Pavement Marking</b>	Striping	1	1,200.00	1,200.00

PROJECT LOCATED AT: 2385 PORTER ST. SW WYOMING, MI 49519	<b>SUBTOTAL</b>	30,590.00
	<b>TAX</b>	0.00
	<b>TOTAL</b>	<b>\$30,590.00</b>

If additional crushed 22A is needed for subgrade once asphalt is removed, it will be at a Unit rate of \$35/Ton extra.

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_

Please sign, date, and return estimate to schedule your work.

ALL PAYMENTS DUE DAY OF JOB COMPLETION

Please note that a late payment fee of 1.5% will be added to your account if payment is not received within 7 days of the due date. Furthermore, an additional 1.5% fee will be charged for every 7 days of non-payment.

## TERMS & CONDITIONS

All materials are guaranteed to be as specified. Any deviation from the above specifications involving extra costs will only be executed upon written orders and will become a charge over and above this estimate. Our workers and equipment are fully covered by liability and workers comp. insurance. Damages to concrete due to heavy equipment crossing are not covered. Payment is due upon completion of work. Any invoices not paid within 7 days will incur interest charges not to exceed the Michigan Legal Limit. Bob's Asphalt Paving accepts all major credit cards (a 3.4% handling fee will be incurred on all credit card charges).

1. Reflective cracking and standing water is not warranted on overlaid asphalt.
2. Asphalt cracking is not covered by warranty.
3. Breaking/Cracking of any existing concrete from the crossing of heavy trucks or equipment is not covered by Bob's Asphalt Paving. Owners will have to replace concrete at their own costs if it is damaged.
4. Bob's Asphalt Paving is not responsible for damage to foliage, trees, bushes, and other landscaping that overhangs the driveway during construction. Restoration of grass/landscaping near asphalt is not included in our price. The height of asphalt may change after paving. The homeowner at their expense may have to restore the grass, landscape, or gate heights adjacent to or across the asphalt.
5. The customer is responsible for all permits. Bob's Asphalt Paving carries all necessary insurances and workers compensation insurance.
6. Payment is due upon completion of work. Any invoices not paid within 7 days will incur interest charges not to exceed the Michigan Legal Limit. Bob's Asphalt Paving now accepts all major credit cards. (a 3.4% handling fee will be incurred on all credit card charges)
7. Any deviation from the original written orders will result in additional charges and will only be executed upon written orders.
8. If Bob's Asphalt Paving finds it necessary to commence collection proceedings from the customer, the customer agrees to pay all costs of collection and all attorney fees incurred by Bob's Asphalt Paving.
9. Bob's Asphalt Paving will not be liable for delays caused by labor disturbances, weather conditions, Acts of God, environmental agencies, accidents/traffic, equipment failures, shortages of necessary materials, or any other cause beyond our control.
10. Bob's Asphalt Paving is responsible for calling MISS DIG for all underground public utilities. If a utility is damaged Bob's Asphalt Paving will contact the utility provider. Bob's Asphalt Paving is *not* responsible for any unmarked underground private utilities. These include, but are not limited to: sewer lines, electrical lines, dog fences, sprinklers, gate touch pads. It is the customer's responsibility to mark all privately owned utility lines and customer will be responsible for any damage to unmarked private utilities.
11. Bob's Asphalt Paving does not pay for or repair damage to sprinkler heads or damage to any underground sprinkling systems. Sprinkling systems should be moved or protected before construction starts.
12. Bob's Asphalt Paving does not reimburse homeowners for their personal time or down time from construction work on their driveway.
13. Bob's Asphalt Paving is not responsible for asphalt density unless the owner hires an independent testing company to be onsite during paving. The owner's representative must be onsite from the beginning of paving to the end of paving to sample the asphalt. Choice of Law The customer agrees and acknowledges that this agreement is fully executed and performed within the State of Michigan and is to be governed and construed as to the laws of the State of Michigan. Customer hereby agrees to waive any objection to the venue of any action brought to collect amounts due and owing by the customer and irrevocably waives their rights to a trial by jury in any lawsuit proceeding or counterclaim involving this proposal/contract. Customer's Statement Customer hereby asserts that all questions in this application have been fully and truthfully answered. Customer agrees to the terms of the contract and will make payment upon completion of work unless other written terms have been arranged. The customer also agrees to pay the time price differential on all late payments.

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

RESOLUTION TO ACCEPT A QUOTE FOR THE  
PURCHASE OF PLAY EQUIPMENT FOR PINERY PARK

WHEREAS:

1. As detailed in the attached staff report, the play equipment at Pinery Park is in need of replacement.
2. It is recommended City Council accept a quote for the purchase of the play equipment from PlayCore Wisconsin, Inc. dba GameTime c/o Sinclair Recreation using the OMNIA contract, a cooperative purchasing agreement with the State of Michigan and GameTime Statewide Initiative grant, in the total estimated amount of \$292,403.00.
3. A budget amendment is required for the purchase.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote for the purchase of play equipment in the total estimated amount of \$292,403.00.
2. The City Council approves the attached budget amendment.
3. The City Council authorizes the Mayor and City Clerk to execute the contract.
4. The City Council waives the provisions of Sections 2-252, 2-253, 2-254, and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 21, 2024.

---

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

- Staff Report
- Budget Amendment
- Contract/Quote
- Drawings

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: October 21, 2024**

**Budget Amendment No. 014**

To the Wyoming City Council:

A net neutral budget amendment is requested to appropriate an additional \$94,235.09 of budgetary authority for the purchase of playground equipment for Pinery Park and recognize the associated grant revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Library Building Maintenance &amp; Parks Capital Fund</u></b>				
Donations Playground Funding Assistance				
272-675.030	\$ -	\$ 94,235.09	\$ -	\$ 94,235.09
Facilities - Parks Facilities - Capital Outlay				
272-265-75600-975.000	\$ 600,000.00	\$ 94,235.09	\$ -	\$ 694,235.09
Fund Balance/Working Capital (Fund 272)		<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:** October 2, 2024  
**Subject:** Pinery Park Playground Replacement  
**From:** Krashawn Martin, Director of Parks and Recreation  
**Meeting Date:** October 21, 2024

---

### RECOMMENDATION:

It is recommended City Council authorize the purchase of replacement play equipment for Pinery Park's central playground from PlayCore Wisconsin, Inc., dba GameTime c/o Sinclair Recreation using OMNIA contract # 2017001134, a cooperative purchasing agreement with the State of Michigan and GameTime Statewide Initiative grant funding in the amount of \$94,235.09, for the total purchase in the amount of \$199,967.91. The total playground cost is \$292,403.00.

### ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
  - Goal 3 – Enhance community engagement and recreational opportunities for our residents.

### DISCUSSION:

Pinery Park is located in the northern region of the city and includes little league baseball and softball fields, a lodge and shelter, three picnic sections, pickleball, basketball courts, and trails.

The current play equipment is 15 years old and in need of replacement. This project is a part of the of the City's parks and recreation capital improvement program. Use of cooperative purchasing agreements through the State of Michigan save staff time and adheres to the City Purchasing Policy.

In August, the Parks and Recreation department was awarded GameTime Statewide Healthy Play grant award, which provides funding toward play systems in low/moderate income areas that improve the quality of life for children, families, and communities in Michigan.

### BUDGET IMPACT:

Funds are budgeted in account number 272-265-75600-975.000. A budget amendment recognizing the grant revenue is attached.

Attachments:

Contract

Site renderings, illustrations, and pricing

## Budget Amendment

# 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: PlayCore Wisconsin, Inc. dba GameTime c/o Sinclair Recreation  
[Name of contracting entity]  
A Wisconsin Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
150 PlayCore Drive SE  
[Contractor's street address]  
Fort Payne, AL 35967  
[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:

- Contractor will perform the Work and supply the Goods as detailed in the Proposal.
- City will pay the Contractor in accordance with the Proposal.
- 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:

**Minimal Limits (include hired and non-owned automobile coverage): \$1,000,000 per person; \$1,000,000 per occurrence**

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


- 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.
- 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: PlayCore Wisconsin, Inc. dba GameTime

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

By:  \_\_\_\_\_  
[Signature officer, director, or principal of Contractor]  
Clint Whiteside, Director of Sales Administration  
[Typed/Printed Name & Title of Person Signing for Contractor]

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

Date signed: October 1, 2024

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:  \_\_\_\_\_  
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](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 notify 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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://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 a or promptly replace rejected materials renders Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states otherwise, Contractor will remove and dispose of all materials, equipment, or other items demolished, removed, or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

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

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of a City request, allow inspection, auditing and copying of all retained records.

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

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

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

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

B. Before filing a lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing

detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. Risk Allocation.

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

18. Insurance.

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
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.

\$1,000,000

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
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.
<b>EXCESS/UMBRELLA INSURANCE</b>	
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.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
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.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
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.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
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**



GameTime c/o Sinclair Recreation  
 176 E Lakewood Blvd  
 Holland, MI 49424  
 Ph: 800-444-4954  
 Fax: 616-392-8634

09/12/2024  
 Quote #  
 106753-01-01

# Pinery Park - 2024 Grant Proposal - Check with Order - Option One

City of Wyoming  
 Attn: Krashawn Martin  
 P.O. Box 905  
 Wyoming, MI 49509-0905  
 United States  
 krashawn.martin@wyomingmi.gov

Ship to Zip 49509

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom Tower Unit for 5-12 Year Olds	\$150,106.00	\$150,106.00
		(1) 5209 -- Catalina Climber Base		
		(1) 5215 -- Surge Climber 2' Pedestal		
		(1) 5251 -- Central Hub Link 1' Pedestal		
		(1) 5264 -- Around The World 3' Pedestal		
		(1) 26058 -- 3 Way X-Pod Step		
		(1) 26067 -- Ladder Wall Attachment		
		(1) 26088 -- Tri Ladder		
		(1) 26092 -- Ps Plus Single Link Cross Beam		
		(6) 26094 -- Triangular Shroud		
		(1) 26143 -- 90 Deg 2 Way X-Pod Step		
		(1) 27078 -- Trapezoid Overhead Ladder 60 Deg PT		
		(1) 27099 -- Splitter w/Crag		
		(1) 80000 -- 49" Sq Punched Steel Deck		
		(8) 80001 -- 49"Tri Punched Steel Deck		
		(1) 81666 -- Fun Seat		
		(1) 81691 -- Single Steering Wheel		
		(1) 90218 -- Rung Encl Mold S. Whl & Bar,Above Dk		
		(1) 90249 -- 2' Leaning Wall Climber		
		(3) 90266 -- 8' Upright, Alum		
		(4) 90268 -- 10' Upright, Alum		
		(4) 90269 -- 11' Upright, Alum		
		(2) 90270 -- 12' Upright, Alum		
		(1) 90355 -- Store Front Panel, Below Dk		
		(1) 90504 -- 4' Single Zip Slide		
		(1) 90574 -- Scramble Up (5'-6" & 6'-0")		
		(1) 90700 -- Single Entrance Wilderslide li		
		(1) 90703 -- Straight Section Wilderslide li		
		(1) 90709 -- Support Wilderslide li		
		(2) 90729 -- Double Straight (2 Ft Section)		





GameTime c/o Sinclair Recreation  
 176 E Lakewood Blvd  
 Holland, MI 49424  
 Ph: 800-444-4954  
 Fax: 616-392-8634

09/12/2024  
 Quote #  
 106753-01-01

## Pinery Park - 2024 Grant Proposal - Check with Order - Option One

Quantity	Part #	Description	Unit Price	Amount
		(1) 90762 -- Long Exit ( Use On 7' & 8' Slides)		
		(1) 90790 -- Sloped Funnel Climber Barrier (Dbl)		
		(2) 91139 -- Entryway - Barrier		
		(1) 91146 -- Entryway - Guardrail		
		(1) 91321 -- Erratic Climber 4'0"-5'0"		
		(3) 91334 -- Climber Offset Entryway (Barrier)		
		(1) 91606 -- HDPE Vertical Ladder 5'0"		
		(6) 91687 -- Umbra Roof Cap		
		(1) 91714 -- Modern Transfer w/Guardrail 3' Rise		
		(1) 91752 -- Altus X2 Tower Foundation		
		(1) 91755 -- Altus Tower Barrier Panel		
		(1) 91763 -- AltusTower Modern Overlook		
		(2) 91764 -- AltusTower Slide Panel		
		(2) 91769 -- Altus X Tower Tube To S Slide		
		(1) 91772 -- Umbra Roof Hex (Tower)		
		(1) 91831 -- 5" Upright Extension w/ Cap 8'		
		(6) 91832 -- 5" Upright Extension w/o Cap 8'		
		(1) 91871 -- Metal Climbing Wall Link (Double)		
		(1) G90266 -- 8' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
		(7) G90273 -- 15' Upright, Galv		
1	6232	GameTime - Pod (1'-0")	\$507.00	\$507.00
1	564	GameTime - Curved Balance Beam	\$1,155.00	\$1,155.00
1	RDU	GameTime - Custom PrimeTime Unit for 2-5 Year Olds	\$34,509.00	\$34,509.00
		(2) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(5) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(2) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(4) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(1) 12202 -- Chin Bar 2 Place		
		(3) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 18231 -- Arch Bridge W/Barrier		
		(1) 18679 -- Bongos		
		(1) 18699 -- Store Front Panel 36"		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		





GameTime c/o Sinclair Recreation  
 176 E Lakewood Blvd  
 Holland, MI 49424  
 Ph: 800-444-4954  
 Fax: 616-392-8634

09/12/2024  
 Quote #  
 106753-01-01

## Pinery Park - 2024 Grant Proposal - Check with Order - Option One

Quantity	Part #	Description	Unit Price	Amount
		(1) 19057 -- Wave (Standard)		
		(1) 19076 -- Arch (2'6" & 3')		
		(1) 19096 -- Schooner (4'-6" & 5')		
		(1) 19122 -- Wave Zip Slide (2'-6" & 3')		
		(1) 19215 -- Rung Enclosure W/ Steering Wheel		
		(1) 19216 -- Rung Enclosure W/ Thundering		
		(1) 19790 -- Dbl Swerve Zip 4'-6"/5'		
		(1) 19917 -- Modern Transfer w/Guardrail 2' Rise		
		(2) G12023 -- 3 1/2" Uprt Ass'Y Galv 8'		
		(1) G12024 -- 3 1/2" Uprt Ass'Y Galv 9'		
1	RDU	GameTime - Swings with Seats	\$8,795.00	\$8,795.00
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(1) 5165 -- Expression Swing w Adaptive Seat 3 1/2		
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
1	3274	GameTime - Sensory Wave Seat	\$2,661.00	\$2,661.00
1	6282I	GameTime - Raccoon Spring Rider	\$1,410.00	\$1,410.00
7760	EXCAVATION	Installation - Excavation of existing surfacing with removal of spoils	\$2.25	\$17,460.00
7760	EWf	GT-Impax - 12" Compacted depth engineered wood fiber surfacing, blown in	\$2.50	\$19,400.00
1	INSTALL	Installation - Installation of GameTime equipment into existing area- Price does not include removal or disposal of existing equipment, site restoration, or landscaping.	\$56,400.00	\$56,400.00
1	14927	GameTime - NDS Play On Sign Package		
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$292,403.00
			<b>Grant</b>	(\$94,235.09)
			<b>Freight</b>	\$1,800.00
			<b>Total</b>	<b>\$199,967.91</b>

### Comments

Matching Grant Funds are available until October 25th, 2024 at 12PM EST **or** until Grant funds are no longer available. Approved grant application is required. To receive full grant funding, a check of \$106,707.91 **must be received at the time of order.**





GameTime c/o Sinclair Recreation  
 176 E Lakewood Blvd  
 Holland, MI 49424  
 Ph: 800-444-4954  
 Fax: 616-392-8634

09/12/2024  
 Quote #  
 106753-01-01

## Pinery Park - 2024 Grant Proposal - Check with Order - Option One

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 6-8 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, Xscape or Ionix Structure only. The order **MUST** be received no later than October 18th, with full payment to allow for processing, and your order will ship within 6-10 weeks from date of order placement. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the **full** amount **MUST** accompany your order.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE:** PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.





GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

09/12/2024
Quote #
106753-01-01

Pinery Park - 2024 Grant Proposal - Check with Order - Option One

Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Please make P.O.s out to GameTime C/O Sinclair Recreation

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Amount: \$199,967.91

REQUIRED ORDER INFORMATION:

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

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

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

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_
(For Accounts Payable)

Tel: \_\_\_\_\_
(To call before delivery)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.





This **PLAY ON! PLAYGROUND** has been designated as a project of excellence for meeting best practices in youth fitness through sliding, swinging, spinning, climbing, brachiating, and balancing.



Your experience matters. Scan here and tell us how you used this space!

DISCOVER THE SCHOLARS & RESEARCH AT [PLAYCORE.COM/RESEARCH/YOUTH-FITNESS](http://PLAYCORE.COM/RESEARCH/YOUTH-FITNESS)

Rendered in Custom Palette



A PLAYCORE Company  
[www.gametime.com](http://www.gametime.com)

City of Wyoming  
Pinery Park - South



[www.sinclair-rec.com](http://www.sinclair-rec.com)



Rendered in Custom Palette



### City of Wyoming Pinery Park - South



A PLAYCORE Company

www.gametime.com



www.sinclair-rec.com



Rendered in Custom Palette



### City of Wyoming Pinery Park - South



A PLAYCORE Company

www.gametime.com



www.sinclair-rec.com



Rendered in Custom Palette



### City of Wyoming Pinery Park - South



A PLAYCORE Company

www.gametime.com



www.sinclair-rec.com



Rendered in Custom Palette

# City of Wyoming Pinery Park - South



A PLAYCORE Company

[www.gametime.com](http://www.gametime.com)



[www.sinclair-rec.com](http://www.sinclair-rec.com)



Rendered in Custom Palette

# City of Wyoming Pinery Park - South



Rendered in Custom Palette

# City of Wyoming Pinery Park - South

The proposed design encourages youth physical fitness through the six essential elements of play (swinging, spinning, sliding, climbing, balancing, and brachiating). Playground site is eligible to become a National Demonstration Site for PlayOn - designed following research from Playcore's Scholar Network - at no additional charge.



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

City of Wyoming  
Pinery Park - South - Op One  
Wyoming, MI  
Representative  
Sinclair Recreation

This unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	22	0	0
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	18	Required	11
Total Accessible Ground Level Components Shown	18	Required	5
Total Different Types Of Ground Level Components	9	Required	3

This play equipment is recommended for children ages 2-5 and 5-12

Minimum Area Required: Existing  
Scale: Bar  
This drawing can be scaled only when in an 36" x 48" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CANCSA-Z-614

Drawn By: ALW  
Date: 9/12/2024  
Drawing Name: Wyoming - City of Wyoming - P

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

RESOLUTION TO CANCEL THE PREVIOUSLY APPROVED  
PURCHASE OF A DODGE RAM 1500 PICK-UP TRUCK AND  
APPROVE THE PURCHASE OF A FORD F-150 PICK-UP TRUCK

WHEREAS:

1. Resolution #27771 adopted July 3, 2023; City Council approved the purchase of a Dodge RAM 1500 pick-up truck from Lafontaine Dodge using the State of Michigan MiDEAL contract pricing in the amount of \$40,836.00.
2. As detailed in the attached staff report, it is recommended the order be cancelled as the vehicle has not been received.
3. It is also recommended City Council authorize the purchase a Ford F-150 pick-up truck from Lunghamer Ford using MiDEAL contract pricing in the total estimated amount of \$44,951.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the cancellation and terminates the previously approved purchase of a Dodge RAM 1500 pick-up truck and rescinds the purchase authorized via Resolution #27771.
2. City Council authorizes the purchase of a Ford F-150 pick-up truck using MiDEAL contract pricing.
3. The Wyoming 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: October 21, 2024.

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

ATTACHMENTS:

Staff Report  
Quote

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

## Staff Report

Date: October 8, 2024  
Subject: Traffic Pickup Truck Order Cancellation and Purchase from Alternate Supplier  
From: Don Roest, Fleet Services Supervisor  
CC: Myron Erickson, P.E., Director of Public Works  
Meeting Date: October 21, 2024

---

### RECOMMENDATION:

It is recommended that the City Manager be authorized to cancel the order of a pickup truck from LaFontaine Dodge and authorize the purchase of a pickup truck from Lunghamer Ford, using the State of Michigan Contract #071B770180.

### ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 3 – Improve City infrastructure and service reliability.

### DISCUSSION:

On July 3<sup>rd</sup>, 2023, City Council approved, by Resolution #27771, the purchase of a new Dodge pickup truck for the Traffic Department from Lafontaine in the amount of \$40,836.00. Lafontaine has failed to produce the truck in 15 months and has become nonresponsive. A Ford F-150 is a comparable vehicle that will suit the needs of the department. Lunghamer Ford can deliver the F-150 in an estimated 90 to 120 days. Utilizing the State of Michigan bid, the cost of this vehicle will be \$44,951.00.

### BUDGET IMPACT:

Sufficient funds exist in Capital Outlay Vehicle Account: 660-441-58500-985.000.

Attachments:  
Lunghamer Quote



October 7, 2024

City of Wyoming  
Attn: Don Roest  
1155- 28<sup>th</sup> Street SW  
P.O. Box 905  
Wyoming, MI 49509-0905

Dear Don Roest:

Price on 2025 Vehicle State of Michigan Contract# 071B770180 and Macomb County Contract# 21-18 Bid:

**2025 Ford F150 Super Cab 4x4 Pickup 6 ½' Box in Iconic Silver     \$44,951.00 ea**

## **Order Cutoff Date: TBD.**

**Standard Service Contract:** 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

**Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.**

**Payment requirements:** All departments to pay on delivery of vehicle. 30-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 30 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

*Bill Campbell*

Bill Campbell  
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

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

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
THREE DODGE DURANGO PATROL VEHICLES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Zeigler Motors – Grandville, LLC for the purchase of three Dodge Durango patrol vehicles in the total estimated amount of \$125,943.00.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of three Dodge Durango patrol vehicles.
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: October 21, 2024.

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

ATTACHMENTS:

Staff Report  
Contract/Quote

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

## Staff Report

Date: October 8, 2024  
Subject: Purchase of Replacement Patrol Vehicles  
From: Don Roest, Fleet Services Supervisor  
CC: Myron Erickson, P.E., Director of Public Works  
Meeting Date: October 21, 2024

---

### RECOMMENDATION:

It is recommended that the City Council approve the purchase of three Dodge Durango patrol vehicles from Zeigler of Grandville for a total cost of \$125,943.00.

### ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 3 – Improve City infrastructure and service reliability.

### DISCUSSION:

The Public Safety Department has three patrol vehicles that are past their useful life and in need of replacement. LaFontaine Dodge has a contract with the State of Michigan that we would normally utilize, however, they have become non-responsive and have not given us a lead time of when the vehicles will be available.

We therefore contacted our local dealer, Zeigler of Grandville, and they provided a quote and gave us an expected lead time of 90 days. Zeigler's quote also came in lower at \$41,981.00 per vehicle compared to the State of Michigan contract price of \$42,630.00 per vehicle.

### BUDGET IMPACT:

Sufficient funds exist in the Capital Outlay Vehicle Account: 660-441-58500-985.000.

Attachments:

Zeigler Contract

# 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Effective Date means: October 22, 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: Zeigler Motors – Grandville, LLC  
(Name of supplying entity)  
A Michigan limited liability company  
(State and type of entity, e.g., corporation, limited liability company, etc.)  
4200 Parkway Pl  
(Supplier's street address)  
Grandville, MI 49418  
(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: \_\_\_\_\_  
John Shay, City Manager

Approved as to form:



Scott G. Smith, City Attorney

Zeigler Motors – Grandville, LLC

By: \_\_\_\_\_  
(Signature officer, director, or principal of Supplier)  
TIM NOYES  
(Typed/Printed Name & Title of Person Signing for Supplier)

Date signed: OCT 10<sup>th</sup>, 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](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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.IRS.gov](http://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 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
<b>COMMERCIAL GENERAL LIABILITY</b>	
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
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.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	
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.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
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**



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

RESOLUTION FOR THE RENTAL OF A  
SHOWER AND RESTROOM MOBILE TRAILER

WHEREAS:

1. On October 7, 2024, City Council adopted resolution number 28198 awarding the bid for the Clean Water Plant men’s locker renovation project to Vander Kodde Construction.
2. As detailed in the attached staff report, it is recommended City Council enter into a lease agreement for the rental of a shower and restroom mobile trailer during the construction from Kerkstra Portable Restroom Service in the amount of \$4,200.00 per 28-day billing cycle.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the rental of a shower and restroom mobile trailer in the total amount not to exceed \$20,000.00.
2. The City Council authorizes the City Manager to sign the agreement.

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: October 21, 2024.

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

ATTACHMENTS:

Staff Report  
Agreement

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

## STAFF REPORT

Date: October 16, 2024  
Subject: Clean Water Plant Shower & Restroom Rental  
From: Dan Kleinheksel, Utility Maintenance Manager  
CC: Myron Erickson, Director of Public Works  
Meeting Date: October 21, 2024

---

### **RECOMMENDATION:**

It is recommended the City Council accept the proposal for shower and restroom rental from Kerkstra Portable Restroom Service in the amount of \$4,200.00 per 28-day billing cycle with a not to exceed amount of \$20,000.00.

### **ALIGNMENT WITH STRATEGIC PLAN:**

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

### **DISCUSSION:**

On October 7, 2024, via Resolution No. 28198, the City Council awarded the bid for the Clean Water Plant Men's Locker Renovation Project to Vander Kodde Construction. While the locker room is under renovation, temporary shower and restroom facilities are required to ensure staff have continued access to essential hygiene amenities.

To address this need, several rental companies were contacted for proposals to provide temporary mobile shower and restroom facilities. Two companies submitted proposals for three-station shower and restroom mobile trailers, the costs of which are listed in the following tabulation.

After a review of the proposals, Kerkstra Portable Restroom Service was selected, offering the lowest overall price and providing the necessary facilities. They are locally owned, providing dependable service in the greater Grand Rapids and West Michigan area. Given the anticipated renovation project timeframe of 90-120 days, a not to exceed amount of \$20,000.00 is recommended.

**TABULATION:**

<b>Kerkstra Portable Restroom Service</b>	<b>Bid Amount</b>
28-day rental including weekly pump service	\$4,200.00
Additional pump service	\$250.00
<b>Portable Restroom Trailers, LLC</b>	<b>Bid Amount</b>
28-day rental not including weekly pump service	\$3,689.00
28-day weekly pump service	\$1520.00
Additional pump service	\$380.00
Setup and delivery	\$495.00
Breakdown and removal	\$495.00
Propane initial fill	\$246.00

**BUDGET IMPACT:**

Adequate funding is available in the FY25 annual budget, Sewer Fund 590-536-54300-940.000.

**Kerkstra Portable Restroom Service**

THIS AGREEMENT made and entered into this date of 10/15/2024, by and between Kerkstra Portable Restroom Service, hereinafter referred to as "Supplier," whose address is 8507 48<sup>th</sup> Ave. Hudsonville, MI 49426, and CITY OF WYOMING, hereinafter referred to as "Customer."

**WITNESSETH**

- I. **PROPERTY:** Supplier agrees to rent to Customer the described portable restroom unit(s) found in Section A: (the "Unit(s)"), for placement and operation in the following location(s): CITY OF WYOMING, STATE OF MI, for the dates of 10/28/2024, through 1/20/2025 and under the terms and conditions as hereinafter stated.
- II. **RENTAL RATE:** Customer shall pay to Supplier a sum of \$4,200 per 28-day billing cycle for the Units herein described. Rental shall be paid to the Supplier at 8507 48<sup>th</sup> Ave. Hudsonville, MI 49426. First billing cycle payment is due no less than 30 days prior to the delivery date of 10/28/2024
- III. **SECURITY DEPOSIT:** ~~Customer shall make a non-refundable security deposit of 50% of the total rental cost, in the amount of \$\_\_\_\_\_ to ensure the full and faithful performance by the Customer of all the terms and conditions of this Agreement. Security deposit must be paid by credit card and customer agrees to a processing fee of 3%. No event dates will be held without receipt of the security deposit. Upon Customer cancellation the Supplier is not required to save the date. \*Supplier will bill Customer via purchase order, with first 28-day cycle paid prior to delivery.~~
- IV. **LATE CHARGES:** If the complete rental amount is not paid as set forth in the terms and conditions of this contract Customer agrees to pay a late charge of \$50.00.
- V. **TRAILER SUPPLIES:** Supplier will provide all initial toilet paper, soap, and paper towels. The Customer will be responsible for restocking supplies during the event. All electrical cords and water hoses brought by Supplier are the property of Supplier and must be returned at pick up. If any equipment owned by Supplier is not returned while under the care of the customer, the customer is responsible for replacement costs.
- VI. **REPAIRS, MAINTENANCE AND DAMAGES:** Customer accepts the Unit(s) in the present condition, for the uses and purposes described herein. Customer agrees to maintain the Unit(s) in good condition and repair, except for natural wear and tear. Customer shall pay all costs for damage to the Unit(s) that (i) occurs during Customer's use or possession of the Unit(s) or (ii) is caused by Customer or any of Customer's guests or agents, whether resulting from negligence, lack of care, abuse or ordinary use. Any damage for which Customer is liable constitutes a breach of this Agreement for which an action for the recovery thereof may be had. Once the Unit(s) is (are) left at the event, it is the full responsibility of the Customer. **CUSTOMER IS RESPONSIBLE FOR DAILY RESTOCKING AND JANITORIAL SERVICES OF THE RESTROOM TRAILER.**
- VII. **USE AND OCCUPANCY:** The Unit(s) shall be used for portable restroom purposes only. Customer is not to put the Unit(s) to any use which is illegal, created a nuisance, or caused the rate of insurance on the property to increase. No smoking will be allowed in the Unit(s). Customer will use the Unit(s) in a respectful manner, in accordance with all applicable laws, rules and regulations. The Customer is not to move the unit(s). If movement is required after initial setup Supplier must be notified and, if possible, will move the unit(s) at an additional charge of \$50.00 per hour, per person portal to portal.
- VIII. **LIABILITY AND INJURY:** Customer expressly agrees to defend, indemnify, and hold harmless Supplier from damage to property or injury to person suffered in or with respect to the Unit(s) during or by virtue of Customer's use, possession, or operation of the Unit(s), whether resulting from negligence, lack of care, abuse or ordinary use. This indemnity shall extend to damage, injury, losses, claims, suits, judgments, or actions arising from the negligence of Customer or its agents, invitees, or anyone Customer controls or employs, or who is near or in the Unit(s), or for damage or injury resulting from the use of the Unit(s) or entry or egress into or from such Unit(s). If Supplier is not able to deliver possession to Customer on the effective date of this Agreement for any reason beyond Supplier's control Supplier shall not be responsible for any damages of Customer's and are hereby released from liability. Once the unit(s) has been delivered the Customer is responsible for keeping the unit(s) safe from theft, vandalism, or any other damage.
- IX. **DISCLAIMER OF WARRANTIES; HOLD HARMLESS.** Supplier represents and warrants that the Unit(s) is a functioning portable restroom(s) and/ or shower unit(s). Subject to the foregoing, each Unit(s) provided and accepted "as-is, where-is," without express or implied warranties. Except as expressly provided herein, suppliers shall not have any liability for any direct, indirect, consequential, or incidental damages arising out of this agreement or with respect to the Unit(s).
- X. **CANCELLATIONS:** In the event of a customer cancellation 30 days prior to event date Supplier will return all money paid, minus security deposit and processing fee. If an event is cancelled less than 30 days prior to event Supplier will retain all money paid. If an event is rescheduled, an additional \$100.00 rescheduling fee will be added.
- XI. **DELIVERY, SETUP AND REMOVAL:** Supplier will have no responsibility or liability for any delay or failure of delivery due to unforeseeable circumstances i.e. Road construction, detour, accident, etc. Prior to delivery, Supplier and Customer will coordinate a delivery and removal time that is acceptable to both parties. Delivery day could be on a day near first part of the week, please be open to early delivery setup possibility. If, for no reason of Supplier, the setup or removal is delayed by Customer, there will be an additional charge of \$75.00 per hour for standby time.
- XII. **RETURN OF UNIT(S):** Customer is responsible for relinquishing the Unit(s) to Supplier in good repair, clean condition/all stalls, and working order. Upon vacancy or termination of this Agreement, Customer agrees to turn off and remove water supply, remove electrical supply, close and lock all outside doors to the Unit(s), return all hoses, electrical cords utilized and return all key (keep in tongue box) to Supplier. Any missing items will be invoiced at \$ 100 per item to customer. If unit is returned in conditions (extreme dirtiness, and or vomit, any bodily fluids or excrement inside the stall interiors on floor, walls, etc.), customer is responsible for cleaning up unit before picking up of such unit. If not cleaned, there will be an additional cleaning fee charged to customer of \$ 300.00. **Initial here \_\_\_\_\_ X**
- XIII. **SPECIAL STIPULATIONS:** The following special stipulations shall, if in conflict with the printed matter, control: Customer is in full acceptance and understands there is to be NO Type of tape and or adhesive (such as Duct, Packing, Sticky Velcro, etc.) to attach any form of signage to the exterior and or interior door(s) or wall(s) of the said rented unit anytime while in the customers possession. In the event adhesive is used on the unit(s) there will be a charge to the Customer of \$500. **Initial Here \_\_\_\_\_ X** Customer has 7 business days to return signed agreement and deposit. If not received within 7 days from emailed contract, the unit will be released from hold. **Initial here \_\_\_\_\_ X**

**SECTION 'A'**

<b>Customer:</b>	<u>City of Wyoming</u>	<b>Site Address:</b>	<u>2350 Ivanrest Ave SW</u>	<b>Job/Event Type:</b>	<u>Remodel</u>
<b>Customer Address:</b>	<u>1155 28th St SW</u>		<u>Wyoming, MI 49418</u>	<b>Unit Size/Syle:</b>	<u>3 Stall MasterBath</u>
	<u>Wyoming, MI 49509</u>	<b>Site Contact:</b>	<u>Dan Kleinheksel</u>	<b>Attendee/Guest Count:</b>	
<b>Customer Phone:</b>		<b>Contact Phone:</b>	<u>616-377-8969</u>	Approved as to form:  _____ Scott G. Smith, City Attorney	
<b>Secondary Phone:</b>		<b>Customer email:</b>	<u>dan.kleinheksel@wyomingmi.gov</u>		

Customers Signature \_\_\_\_\_ Date \_\_\_\_\_

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

RESOLUTION FOR THE BURLINGAME STORM SEWER CLEANING AND TELEVISIONING

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Waste Recovery Systems, Inc. for work related to cleaning and televising the Burlingame storm sewer pipe in the total estimated amount of \$17,810.00.
2. The project will require approval of the attached budget amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quote from Waste Recovery Systems, Inc. for the Burlingame storm sewer cleaning and televising.
2. The City Council approves the 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 hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: October 21, 2024.

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

ATTACHMENTS:

Staff Report  
Contract/Quote  
Budget Amendment

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

**STAFF REPORT**

Date: October 8, 2024  
Subject: Burlingame Avenue Storm Sewer Cleaning and Televising  
From: Jay VanDyke, Assistant Director of Public Works – Maintenance  
CC: Myron Erickson, Director of Public Works  
Meeting Date: October 21, 2024

---

**RECOMMENDATION:**

It is recommended that the City Council accept a quote in the amount of \$17,810.00 from Waste Recovery Systems, Inc for work related to cleaning and televising 170' of 54" storm sewer pipe.

**ALIGNMENT WITH STRATEGIC PLAN:**

- Pillar 3 - Stewardship
  - Goal 3 – Improve city infrastructure and service reliability.

**DISCUSSION:**

In September of 2024, the Public Works Department discovered a significant amount of sand had settled inside a 54" storm sewer on Burlingame Avenue. The settled sand reduces the capacity of the pipe and restricts the flow of storm water. This can negatively impact how the system functions and can cause slow drainage or flooding upstream of the pipe. Cleaning and televising the pipe is necessary to restore proper flow and to investigate where the sand originated.

Three contractors were contacted and asked to submit quotes for the cleaning and televising of this section of pipe. Two quotes were received: Plummer's Environmental, Inc at \$23,660.00 and Waste Recovery Systems, Inc with the lowest at \$17,810.00.



**BUDGET IMPACT:**

Pending approval of the attached budget amendment, sufficient funds are available in the Major Streets Repair and Maintenance Account: 202-441-46300-930.000.

Attachments:

Contract  
Budget Amendment

# 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 28<sup>th</sup> St SW, Wyoming, MI 49509.

Contractor means: Waste Recovery Systems, Inc.  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
4750 Clyde Park Ave SW  
[Contractor's street address]  
Wyoming, MI 49509  
[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: October 22, 2024. Normally this is the day after the Council meeting at which it is approved.

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

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

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

Work means the services described and specified the Proposal.

## TERMS AND CONDITIONS

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

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

None.

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

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

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

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

### City of Wyoming

By: \_\_\_\_\_  
Kent Vanderwood, Mayor

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

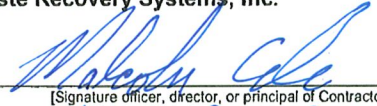
Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:



\_\_\_\_\_  
Scott G. Smith, City Attorney

### Waste Recovery Systems, Inc.

By:   
\_\_\_\_\_  
[Signature officer, director, or principal of Contractor]  
Malcolm Cole, Controller  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: October 10, 2024

**EXHIBIT A**  
**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

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

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

2. **Permits and Inspections.** Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 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](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](mailto:Acct_Info@wyomingmi.gov) a completed IRS W-9 form (available at [www.irs.gov](http://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 for Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

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

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

shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.

C. A party need not undertake the procedure provided in subsection 16.B if it has previously done so with respect to any noncompliance with the same contract provision.

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

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

F. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

**17. Risk Allocation.**

A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors, and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.

B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract.

**18. Insurance.**

A. Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
<b>COMMERCIAL GENERAL LIABILITY</b>	
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.
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
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.
<b>WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY</b>	

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
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.
<b>EXCESS/UMBRELLA INSURANCE</b>	
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.
<b>OWNERS CONTRACTORS PROTECTIVE</b>	
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.
<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	
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.
<b>BUILDERS RISK PROPERTY INSURANCE</b>	
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**



# Waste Recovery Systems

## INDUSTRIAL CONTRACTORS

4750 Clyde Park Ave SW, Wyoming, MI 49509

(616) 719-5595 • Info@IndustrialWasteRecovery.com

Quote Number 00008912

Quote Title	Burlingame Storm Sewer	Created Date	9/25/2024
Revision Number	0	Expiration Date	10/25/2024
Account Name	City of Wyoming	Contact Name	Jay Vandyke
Billing Address	1155 28th Street SW Wyoming, MI 49509-0905 United States	Email	jay.vandyke@wyomingmi.gov
Bill To Name	City of Wyoming	Service Name	City of Wyoming
Bill To	1155 28th Street SW Wyoming, MI 49509-0905 United States		

**Description**

1. Adhere to the safety, sanitation, and work rules of OSHA.
2. Mobilize industrial vacuum truck with operator and service truck with hydro jetter and CCTV equipment with operator to Burlingame.
3. Hydro jet and vacuum pump 170' of 54" storm sewer line clean out dirt and debris.
4. Post clean televise the lines to ensure the pipes are free of dirt and debris as well as the condition of the pipes and the pipes flow direction.
5. Record all findings to a USB drive and provide drive to customer.
6. Transport and dispose of all collected materials offsite.

**Pricing**

Total Price \$17,810

**Terms**

- Work to be performed between Monday thru Friday 8AM to 5PM with no overtime rates included.
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control.
- In the event a failure occurs, and a recovery unit is required to be called out, an additional amount will be added to the total amount invoiced.
- Waste Recovery Systems has implemented a fuel surcharge program that will be adjusted on a weekly basis and will be adjusted accordingly on Tuesdays. Fuel surcharge table is available upon request.
- In the event that the above described pipeline fails because of product, labor or equipment failure, the buyer agrees that Waste Recovery Systems in no way inherits the owners pipeline failure and that it's sole and exclusive remedy against Waste Recovery Systems will be limited to Waste Recovery reimbursement or waiver of the contract price. This exclusive remedy will not be deemed to have failed of it's essential purpose so long as Waste Recovery is willing to reimburse or wave the contract price.

**Additional Notes**

- Quote does not include by-pass pumping

Printed Name

Signature

Date

PO Number

Prepared By Malcolm Cole

Thank you for the opportunity to quote your work.

**CITY OF WYOMING BUDGET AMENDMENT**

**Date: October 21, 2024**

**Budget Amendment No. 015**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$17,810 of budgetary authority for the cleaning and televising of a storm sewer on Burlingame Ave.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<b><u>Major Streets Fund</u></b>				
Public Works - Street Maintenance - Repairs and Maintenance				
202-441-46300-930.000	\$ 551,500.00	\$ 17,810.00	\$ -	\$ 569,310.00
Fund Balance/Working Capital (Fund 202)		<u>\$ -</u>	<u>\$ 17,810.00</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

ORDINANCE NO. 10-24

ORDINANCE TO AMEND TO CHAPTER 30, ARTICLE VI, SECTION 30-203 OF THE WYOMING CITY CODE BY ADDING SUBSECTION (7) TO DESCRIBE ADDITIONAL PARCELS FOR WATER WELL RESTRICTIONS

THE CITY OF WYOMING ORDAINS:

Section 1. Chapter 30, article VI, section 30-203 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Restricted Zone," is amended by adding subsection (7) to read as follows:

(7) *44<sup>th</sup> St SW/Clyde Park Ave SW Restricted Zone.* The 44<sup>th</sup> St SW/Clyde Park Ave SW Restricted Zone is comprised of the following 4 parcels depicted on Exhibit A on the northwest and northeast corners of 44<sup>th</sup> St SW and Clyde Park Ave SW in the City of Wyoming, Kent County, Michigan:

<u>Parcel Address</u>	<u>Tax Parcel No.</u>	<u>Legal Description</u>
4390 Clyde Park Ave SW Wyoming, MI 49509	41-17-24-301-004	PT SW 1/4 COM 50 FT N & 50 FT E OF SW COR OF SEC TH E 118 FT TH N 98.7 FT TH WLY ON A 484 FT RADIUS CURVE TO THE R 118.1 FT TO A PT 93 FT N OF BEG TH S TO BEG * SEC 24 T6N R12W 0.26 A.
4391 Clyde Park Ave SW Wyoming, MI 49509	41-17-23-478-042	N 89 FT OF S 133 FT OF W 125 FT OF E 175 FT OF SE 1/4 EX COM 60 FT W & 44 FT N FROM SE COR OF SEC TH E 10 FT TH N 10 FT TH SWLY TO BEG & EX COM 44.04 FT N 0D 00M 00S & 60.04 FT N 87D 41M 58S W FROM SE COR OF SEC TH N 87D 41M 58S W 115.0 FT TH N 0D 00M 00S 6.0 FT TH S 87D 41M 58S E 97.10 FT TH N 44D 08M 16S E 38.66 FT TH S 0D 00M 00S 23.90 FT TH S 46D 09M 01S W 13.86 FT TO BEG * SEC 23 T6N R12W 0.20 A. SPLIT ON 05/29/2008 FROM 41-17-23-478-037.
765 44th St SW Wyoming, MI 49509	41-17-24-360-001	UNIT 1 * 44TH STREET CONDOMINIUM KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO.1164 INSTRUMENT NO.20230421-0021635 SPLIT/COMBINED ON 05/19/2023 FROM 41-17-24-301-054.
747 44th Street SW Wyoming, MI 49509	41-17-24-360-002	UNIT 2 * 44TH STREET CONDOMINIUM KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO.1164 INSTRUMENT NO.20230421-0021635 SPLIT/COMBINED ON 05/19/2023 FROM 41-17-24-301-054.

Section 2. This ordinance shall take effect on November 6, 2024.

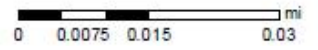
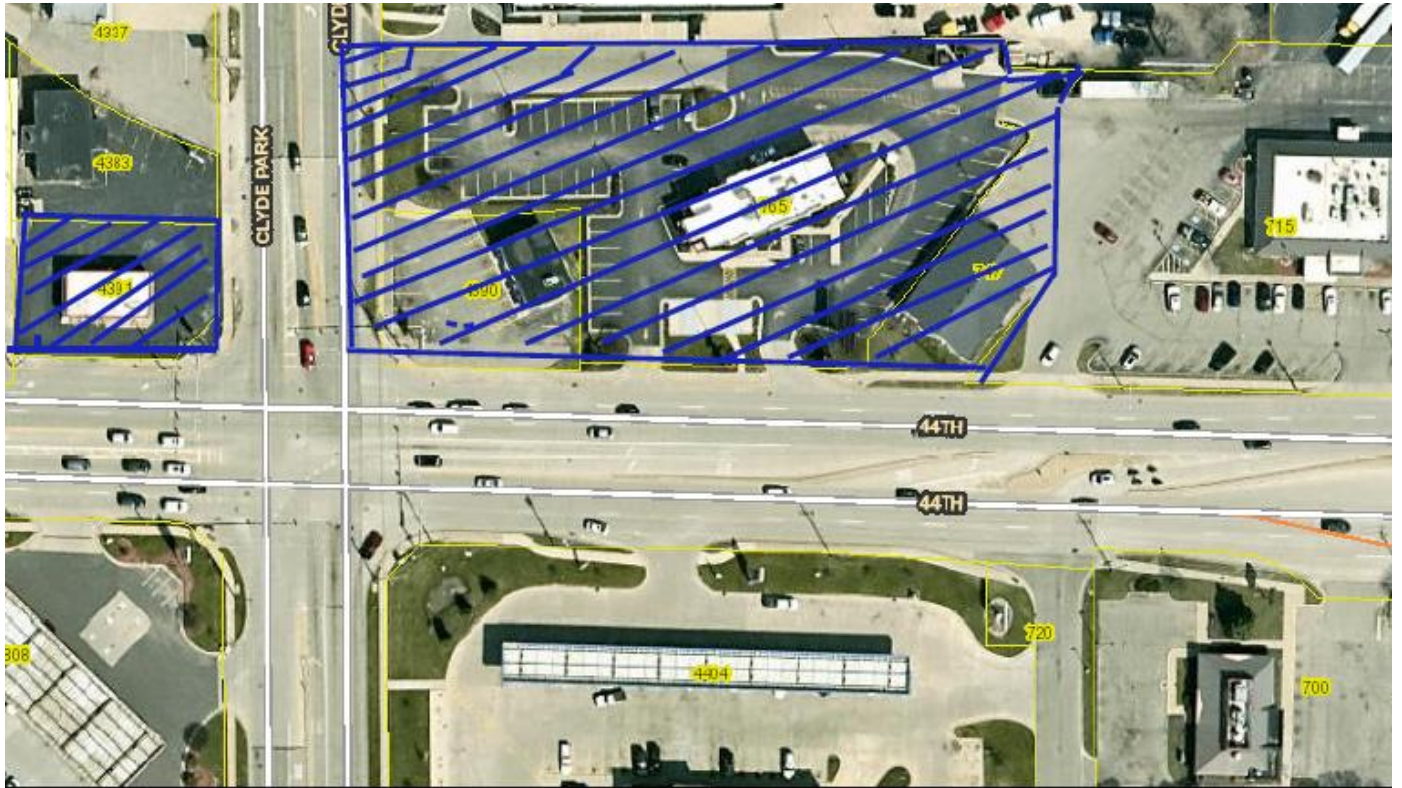
I certify that this Ordinance was adopted by the Wyoming City Council at a regular meeting held on October 21, 2024.

Signed October \_\_, 2024

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

Ordinance No. 10-24

**Exhibit A**



## STAFF REPORT

**Date:** August 26, 2024  
**Subject:** Ordinance amendment to restrict well use on 4 parcels at 44<sup>th</sup> St SW/Clyde Park Ave SW intersection  
**From:** Scott Smith, City Attorney  
**Meeting Date:** September 16, 2024, for 1<sup>st</sup> reading  
October 21, 2024, for adoption

---

### RECOMMENDATION:

It is recommended that the City Council adopt the proposed ordinance to add 4 parcels on the corner of 44<sup>th</sup> St SW/Clyde Park Ave SW to well water restrictions.

### ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety

### DISCUSSION:

Article VI of Chapter 30 of the City Code was adopted to prevent the use of well water in various areas of the city affected by contaminated groundwater. Such an ordinance is an “institutional control” that the Michigan Department of Environment, Great Lakes and Energy (EGLE) recognizes as a way to prevent persons from consuming or contacting contaminants in groundwater in those areas. This enables EGLE to close-out site investigation and clean-up in a reasonable manner. Because all these areas are served by city water service, well water is not needed for consumption, bathing, irrigation or other uses.

In this circumstance, groundwater contamination resulted from leaking underground storage tanks and EGLE personnel (in this situation, Barrett Walquist, a senior environmental quality analyst at EGLE and former member of the city’s Brownfield Redevelopment Authority Board) made the request. EGLE has been communicating with the owners of the affected property and is overseeing the clean-up efforts.

This ordinance amendment will add the 4 identified parcels on the northeast and northwest corners of the 44<sup>th</sup> St SW/Clyde Park Ave SW intersection to the areas of the city where wells are prohibited and the use of well water is prohibited.

ORDINANCE NO. 13-24

ORDINANCE TO AMEND CHAPTER 2, ARTICLE VI OF THE CITY CODE BY ADDING  
DIVISION 2 TO PROVIDE FOR CONTINUANCE OF THE TREE COMMISSION

THE CITY OF WYOMING ORDAINS:

Section 1. Chapter 2, Article VI the Code of Ordinances, City of Wyoming, Michigan, is amended by adding Division 2 to read as follows:

**Chapter 2 - Administration**  
**Article VI - Commissions**  
**Division 2. – Tree Commission**

**Sec. 2-501. Existence, purposes, and powers.**

(a) The Wyoming tree commission is an advisory body of the city established by the city council in 2016 pursuant to its general powers under MCL 117.4j(3) and City Charter sections 2.1 and 2.2.

(b) The council recognizes many benefits trees provide including, among them, shade, wildlife habitat, oxygen production, filtering air and water pollutants, stabilizing slopes and banks, mitigating effects of flooding, adding privacy, food sources for wildlife and people, noise reduction, improved urban aesthetics and attractiveness, increased property values, mental and emotional health benefits, and claims of climate and economic development improvement.

(c) The purpose of the tree commission is to educate and advise the city council, city departments, and others regarding the benefits of trees and ways and opportunities to maintain and increase the numbers and health of trees within city.

(d) The tree commission shall have the following charge and authority:

(1) To gather and present information to city departments and others regarding funding and other assistance available to maintain and improve the numbers of and health of trees in the community.

(2) To advise the city council and city departments regarding and, when requested, prepare plans for planting, trimming, removing, replacing, and/or relocating trees in city-owned or other public spaces.

(3) When requested by others, to advise and coordinate with them, regarding planting or replacing trees on property owned by others and regarding available funding and other assistance for such efforts.

(4) To recommend to the city council and/or city manager, depending upon their amounts, contracts to further the purposes expressed in this section.

(5) To undertake such other tasks and efforts as may from time-to-time be directed by the city council or requested by the city manager.

**Sec. 2-502. Organization, membership, and bylaws.**

(a) The tree commission shall be a 5- to 7-member body comprised of city electors appointed by the Mayor with the consent of the city council. Members shall serve staggered 4-year terms.

(1) Members serving on the tree commission on the effective date of this ordinance shall continue to serve to the completion of their terms.

(2) Terms shall be staggered so not more than 2 members terms end in any year and at least one member's term ends each year. If, due to current vacancies or other circumstances, the current members' terms together with any additional appointments do not meet this requirement, appointments may be made for initially shorter terms until the required staggered terms are achieved.

(3) In case of any vacancy during an unexpired term, due to resignation, disqualification (such as due to a member's moving out of the city), removal from office, death, or other cause, a person shall be appointed to fill the remaining unexpired term.

(4) A city council member designated by the Mayor shall be invited to attend all tree commission meetings and serve as a liaison to the city council.

(5) The city manager shall appoint a city staff member to serve as a city staff liaison to the tree commission who shall also be invited to attend all tree commission meetings.

(b) The tree commission and tree commissioners shall, in addition to all other applicable laws, rules, regulations, orders or approvals of courts or administrative agencies, and other legal

requirements, be subject to (i) sections 5.3 through 5.5, 5.9, 5.11, and 17.6 through 17.8 of the City Charter, (ii) Chapter 2, Article I of this City Code, and (iii) the freedom of information act, 1976 PA 442, MCL 15.231 *et seq.*

(c) Because it is an advisory body without authority to formulate or limit any public policy or to exercise or perform governmental or proprietary authority or functions, the tree commission is not a "public body" as defined in the open meetings act, 1976 PA 267, MCL 15.261 *et seq.* Nevertheless, the tree commission shall comply with the meeting notice requirements and generally be open to the public as required by the open meetings act.

(d) The tree commission shall hold its regular meetings at a time and place as designated in a resolution annually adopted by the city council. It may hold special meetings when requested by the chair of the tree commission, any two tree commissioners, or the city manager. Meetings may be rescheduled by motion approved by the tree commission at a regular or special meeting.

(e) The tree commission shall operate under bylaws recommended by the tree commission and approved by the city council.

(f) Tree commission minutes shall be filed with the city clerk after approval by the tree commission.

**Sec. 2-503. Finance and accounting.**

(a) The annual city budget may include funds to be used to match federal, state, county, or philanthropic grants or for other uses in furtherance of the purposes expressed in section 2-501. Such funds may be provided in a line item for the tree commission, within a budget for one or more city departments, within a budget for a capital improvement or other city project, or elsewhere as deemed appropriate by the city council, city manager, and city finance director.

(b) The city may make such financial or in-kind contributions from time to time as shall be approved by the city council or city manager in furtherance of the purposes expressed in section 2-501.

(c) Accounting for the tree commission shall be provided by the city finance department in coordination with the city manager's office.

**Sec. 2-504. City staff.**

The city manager may designate city staff to assist the tree commission as may from time to time be needed or beneficial in furtherance of its purposes as expressed in section 2.501.

Section 2. This ordinance repeals and supersedes city council Resolution No. 25517, adopted July 18, 2016, entitled "Resolution to Establish Tree Commission."

Section 3. This ordinance shall take effect on \_\_\_\_\_, 2024.

Kelli A. VandenBerg  
Wyoming City Clerk

Ordinance No. 13-24  
Introduced: October 21, 2024  
Adopted: November 18, 2024

ORDINANCE NO. 14-24

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (145) TO REZONE 901 60TH STREET SW, 855 60TH STREET SW, 5957 CLYDE PARK AVANUE SW, 5977 CLYDE PARK AVENUE SW, AND 5985 CLYDE PARK AVENUE SW FROM R-1 RESIDENTIAL DISTRICT to I-3 RESTRICTED INDUSTRIAL DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

- (145) (a) To rezone the following described property at 901 60<sup>th</sup> Street SW from R-1 Residential District to I-3 Restricted Industrial District:

**PARCEL NUMBER 41-17-35-476-006, AS SURVEYED:**

S 1/2 SE 1/4 SE 1/4 EX S 229.64 FT OF W 142.0 FT OF E 432.03 FT & EX S 280.95 FT OF W 80.0 FT OF E 290.03 FT & EX E 210.03 FT & EX S 208.0 FT OF W 200.0 FT & EX S 383.0 FT OF E 228.0 FT OF W 428.0 FT ALSO S 60.04 FT OF N 270.04 FT OF E 210.03 FT OF S 1/2 SE 1/4 SE 1/4 \* SEC 35 T6N R12W 13.23 A.

Section 2. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

- (145) (a) To rezone the following described property at 855 60<sup>th</sup> Street SW from R-1 Residential District to I-3 Restricted Industrial District:

**PARCEL NUMBER 41-17-35-476-012, AS SURVEYED:**

S 229.64 FT OF W 142 FT OF E 432.03 FT OF SE 1/4 SE 1/4 \* SEC 35 T6N R12W 0.75 A.

Section 3. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

- (145) (a) To rezone the following described property at 5957 Clyde Park Avenue SW from R-1 Residential District to I-3 Restricted Industrial District:

**PARCEL NUMBER 41-17-35-476-008, AS SURVEYED:**

S 112 FT OF N 382.04 FT OF E 210.03 FT OF S 1/2 SE 1/4 SE 1/4 \* SEC 35 T6N R12W 0.52 A.

Section 4. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

- (145) (a) To rezone the following described property at 5977 Clyde Park Avenue from R-1

# CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509  
616.530.7259 | wyomingmi.gov

October 21, 2024

Ms. Kelli A. Vandenberg  
City Clerk  
Wyoming, MI

Subject: Request for a rezoning from R-1 Residential District to I-3 Restricted Industrial District at 901 60<sup>th</sup> Street SW (Section 60) (Kevin Vreugdenhil, First Companies, Valley Property Holdings LLC).

Recommendation: Staff recommends approval and Planning Commission recommends denial of the subject rezoning request.

Dear Ms. Vandenberg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 17, 2024. At the meeting, staff recommended approval of the rezoning request and a motion was made by Van Duren, supported by Smart, to recommend that City Council approve the proposed rezoning. The motion to approve this rezoning request failed 5 to 3.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following, please find some general information.

The applicant proposes to rezone this parcel to I-3 Restricted Industrial District. The industrial district to the west is primarily I-3 and the industrial parcels to the north are I-1 Light Industrial District. With adjacent residential parcels, the applicant requests a rezoning to I-3 Restricted Industrial District. The applicant intends to construct up to three industrial buildings between 40,000 and 140,000 square feet depending on market needs.

The property is currently zoned R-1 Residential District, but the majority of the parcels are vacant. Given the proximity to the nearby business parks and the future land use designation as business park, it is unlikely that this property could be successfully developed as single-family residences. The property would be most likely to succeed as either industrial or as multi-family residential. In either scenario, the use would be clustered near the center of the site with buffers to nearby industrial or residential as appropriate. The property owner and an experienced developer proposed this rezoning because they believe the characteristics of the property, the adjacent industrial properties, and the adjacent truck routes make an industrial development the best use of the property.

The I-3 Restricted Industrial District is unique in its requirements, making it compatible to adjacent non-industrial districts. In the I-3 Restricted Industrial District, the required setbacks are the largest of any industrial district, external storage of materials is not allowed, loading docks are prohibited to face the front yard, yard screening is required, and building materials are regulated.

The Wyoming [re]Imagined master plan calls for this property to be developed as Business Park, which includes “major employment centers” and “smaller scale industrial areas.” After a review of planning records, staff confirmed that this area (south of Gezon between Burlingame and Clyde Park) has been designated for Business Park or Industrial uses as far back as the 1980s and Byron Center made a similar decision for its properties along 60<sup>th</sup> Street around that same time.

Nine persons residing near the subject property, four of whom reside in Wyoming and five of whom reside in Byron Center, spoke against the rezoning. They raised concerns about the Penske development in Byron Center and objected to its size, color, landscaping, bright lights, and truck traffic. They also expressed their desire to preserve their neighborhood and the wildlife on the subject property. In addition to these in-person comments, two emails and one letter were submitted that raised similar concerns.

Planning commissioners offered the following thoughts on the request: the rezoning was premature and it should be “market-driven;” the property might be developed for multi-family residential uses; the developer should buy larger portion of the residential property in the area before making this request; and increased truck traffic caused by the industrial development would cause the residents more risk.

If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occur at this site.

Since Planning Commission did not pass a motion to deny this request, the City Attorney has advised that City Council should approve the first reading, so there is a final action to consider this request on the record before the second reading. The City Council vote to approve or deny the rezoning will occur at the second reading.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Nicole Hofert".

Nicole Hofert, Director of Community and Economic Development  
Community and Economic Development Department

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 1

**DATE DISTRIBUTED:** September 10, 2024

**PLANNING COMMISSION DATE:** September 17, 2024

**ACTION REQUESTED:** Request for Rezoning from R-1 Residential District to I-3 Restricted Industrial District

**REQUESTED BY:** Kevin Vreugdenhil, First Companies, Valley Property Holdings LLC

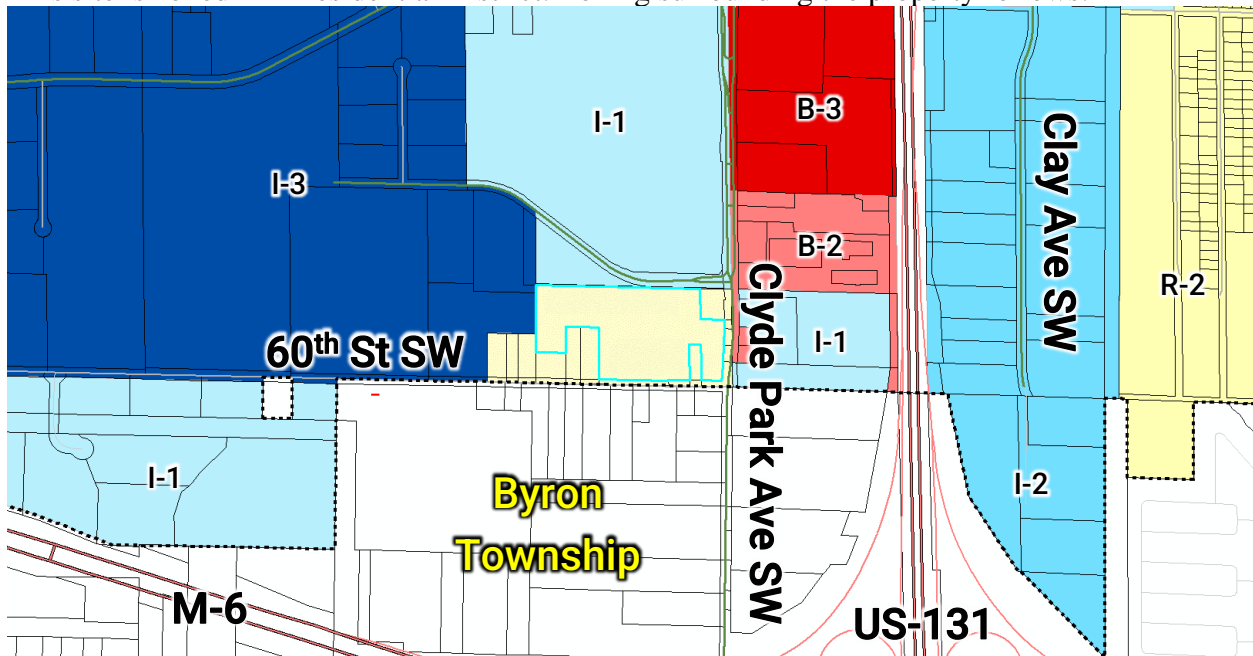
**REPORT PREPARED BY:** Nicole Hofert, Director of Community and Economic Development

**GENERAL LOCATION DESCRIPTION:**

The property is located at 901 60<sup>th</sup> St SW. The property is approximately 12.53 acres and is located along 60<sup>th</sup> St SW, northwest of the intersection of 60<sup>th</sup> St SW and Clyde Park Ave SW.

**EXISTING ZONING CHARACTERISTICS:**

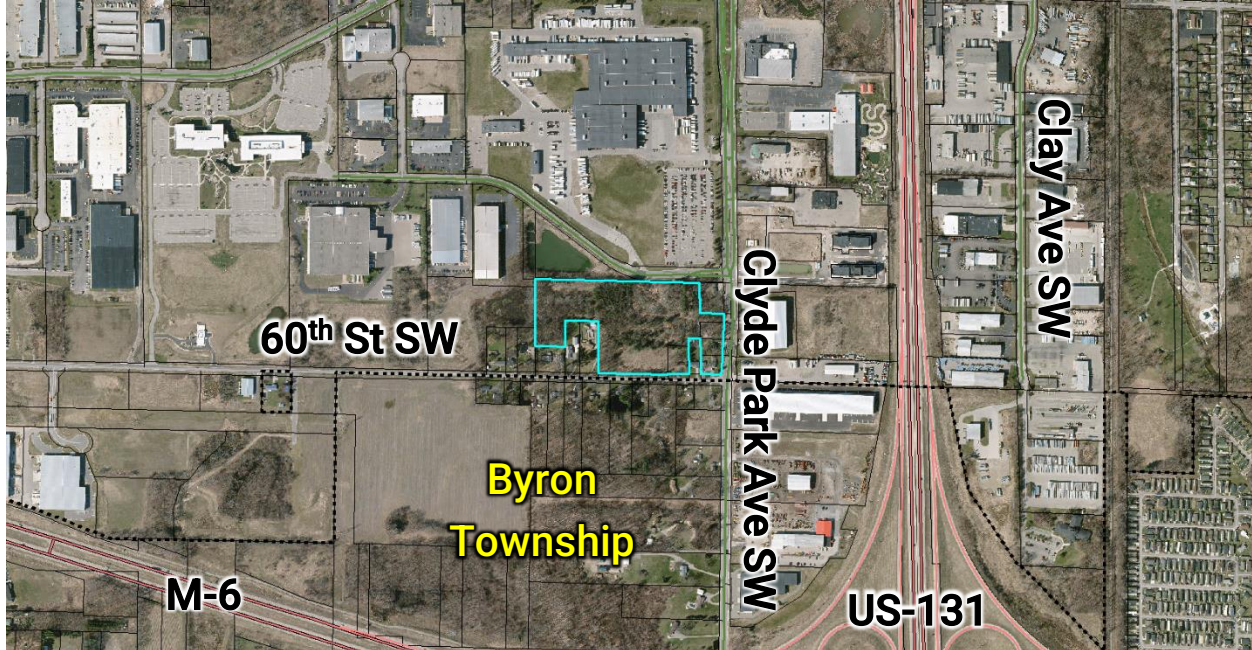
This site is zoned R-1 Residential District. Zoning surrounding the property follows:



North: I-1 Light Industrial District, R-1 Residential District  
South: R-1 Residential District, *Byron Township*  
East: R-1 Residential District, B-2 General Business District, I-1 Light Industrial District, I-2 General Industrial District, R-2 Residential District  
West: R-1 Residential District, I-3 Restricted Industrial District, I-1 Light Industrial District

**EXISTING LAND USE:**

The site is a vacant 12.53 acre parcel. Uses surrounding the site are the following:



North: Residential – Single Family, Industrial – Manufacturing, Shipping and Receiving, Commercial – Hotel, Retail, Entertainment

South: Residential – Single Family, Commercial – Truck Rental, Equipment Rental, Self Storage

East: Residential – Single Family, Industrial – Training Facility, Commercial – Retail, Truck Sales Automobile Sales, Financial Institution

West: Residential – Single Family, Industrial – Wholesale Distribution, Office, Commercial – Supply Retail

**PROJECT INFORMATION:**

The applicant proposes to rezone this parcel to I-3 Restricted Industrial District. The industrial district to the west is primarily I-3 and the industrial parcels to the north are I-1 Light Industrial District. With adjacent residential parcels, the applicant requests a rezoning to I-3 Restricted Industrial District. The applicant intends to construct up to three industrial buildings between 40,000 and 140,000 square feet depending on market needs.

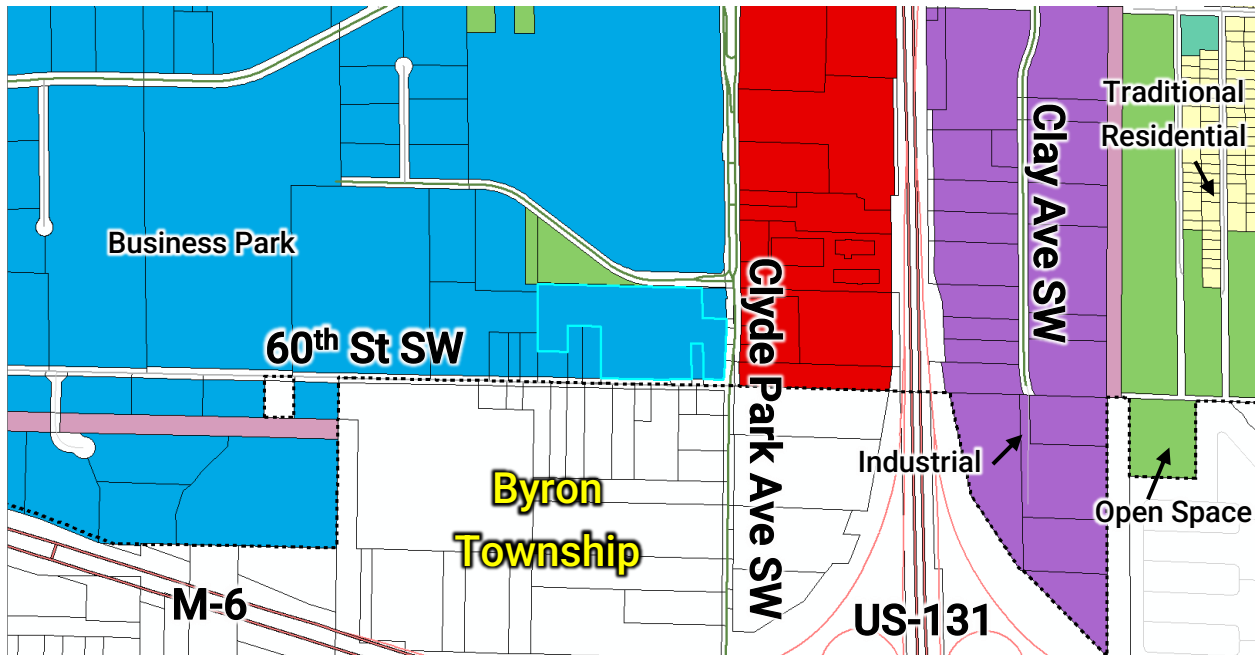
**CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:**

Section 90-516(6) establishes general review standards for rezonings:

- (a) *Consistency with the adopted master plan;*

The City’s Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Business Park, which calls for major employment centers and smaller scale industrial areas. In particular, it prioritizes design quality, freight access, traffic impacts, and parking supply as considerations for appropriate developments. The I-3 Restricted Industrial District requires enhanced landscaping,

screening, and high-quality construction materials to enhance curb appeal and provide buffers between non-industrial uses.



(b) *Compatibility of the allowed uses with existing and future land uses;*

The I-3 Restricted Industrial District requires elements intended to buffer the impacts of industrial uses on nearby property owners. Much of the surrounding area is already industrial and the I-3 requirements should help to insulate nearby residential property owners from unsightly views.

(c) *Capability of the property to be served by public services;*

The property can be served by public services and utilities.

(d) *Ability of the property to be used as currently zoned; and*

The property is currently zoned R-1, but the majority of the parcels are vacant. Given the proximity to the nearby business parks and the future land use designation as business park, it is unlikely that this property could be successfully developed as single-family residences. The property would be most likely to succeed as either industrial or as multi-family residential. In either scenario, the use would be clustered near the center of the site with buffers to nearby industrial or residential as appropriate.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*

Restricted Industrial permits light industrial uses, and industrial activities and storage occur within an enclosed building. Combined with the screening and building material standards, this makes the proposed uses appropriate for the location.

**STAFF COMMENTS**

(a) *Dimensional Standards*

The lot exceeds the minimum lot area of 2.0 acres and the minimum lot width of 200 feet.

(b) *Process*

The Planning Commission is only considering the rezoning of this parcel. If approved, the rezoning will receive two readings at City Council. The applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- September 17 – Planning Commission considers rezoning request.
- October 7 – City Council hears the first reading of the rezoning request.
- November 4 – City Council hears the second reading of the rezoning request.

**CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:**

*Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.*

The proposed rezoning contributes to the economic strength of the City of Wyoming. Industrial properties are in high demand throughout West Michigan and those near interstates are in especially high demand. Rezoned as industrial, this property could contribute high-quality jobs to the city.

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant the I-3 rezoning request at 901 60<sup>th</sup> St SW and recommend the same to City Council.

**DEVELOPMENT REVIEW TEAM:**

Patrick Waterman, Deputy City Manager  
Myron Erickson, Director of Public Works  
Lew Manley, Building Official  
Kimberly Koster, Director of Public Safety  
Nicole Hofert, Director of Community and Economic Development

**901 – 60<sup>th</sup> Street SW**  
**Project Narrative**

This 15.65 acre parcel is designated as business park on the City's future land use plan. To the East and North (UPS) of this property is zoned I-1. To the west is zoned I-3 (industrial park) and to the South is Byron Township which is master planned as industrial. The land has been optioned for speculation with no defined user at this time. Preliminary layouts have shown how possibly 3 industrial buildings, ranging in size from 40,000 square feet to 140,000 square feet could be positioned on the site. The request is to rezone the property to I-3 in order to be more compatible with the nearby residential properties.

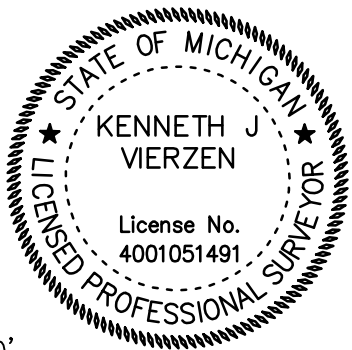
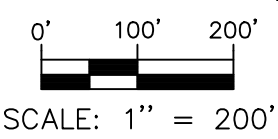
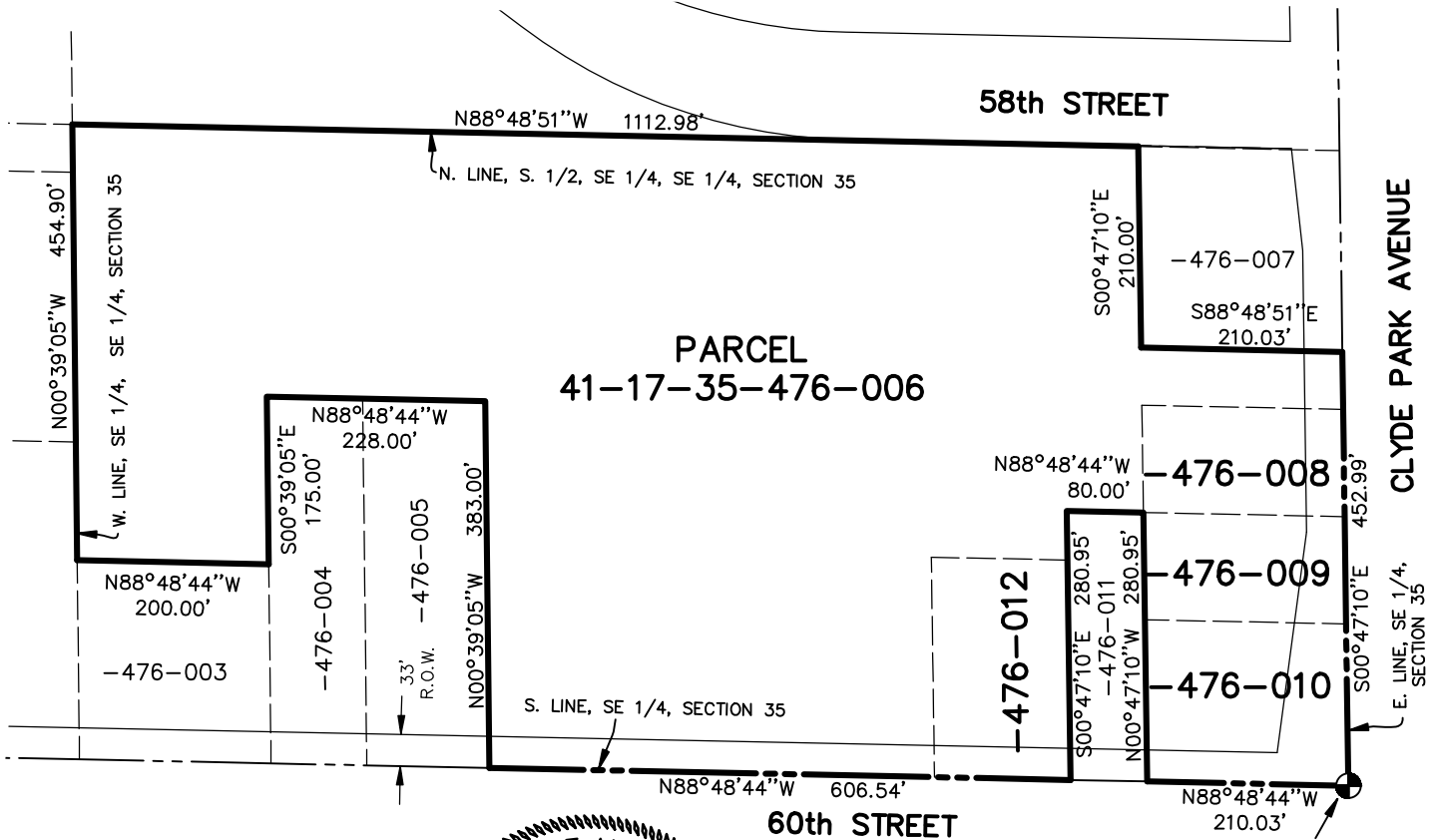
# REZONE MAP

## Current Parcels within R-1 District

- 901 60th St. SW, Wyoming, MI 49508 (Parcel 41-17-35-476-006)
- 5957 Clyde Park Ave. SW, Wyoming, MI 49509 (Parcel 41-17-35-476-008)
- 5977 Clyde Park Ave. SW, Wyoming, MI 49509 (Parcel 41-17-35-476-009)
- 5985 Clyde Park Ave. SW, Wyoming, MI 49509 (Parcel 41-17-35-476-010)
- 855 60th St. SW, Byron Center, MI 49315 (Parcel 41-17-35-476-012)

## Description of Area to be Rezoned to I-3 District:

Part of the SE 1/4 of Section 35, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: BEGINNING at the SE corner of said Section; thence N88°48'44"W 210.03 feet along the South line of said SE 1/4; thence N00°47'10"W 280.95 feet; thence N88°48'44"W 80.00 feet; thence S00°47'10"E 280.95 feet to the South line of said SE 1/4; thence N88°48'44"W 606.54 feet along said South line; thence N00°39'05"W 383.00 feet; thence N88°48'44"W 228.00 feet; thence S00°39'05"E 175.00 feet; thence N88°48'44"W 200.00 feet to the West line of the SE 1/4 of said SE 1/4; thence N00°39'05"W 454.90 feet to the North line of the South 1/2 of the SE 1/4 of said SE 1/4; thence S88°48'51"E 1112.98 feet along said North line; thence S00°47'10"E 210.00 feet; thence S88°48'51"E 210.03 feet to the East line of said SE 1/4; thence S00°47'10"E 452.99 feet along said East line to the Place of Beginning.  
Contains 15.65 Acres



Prepared by:  
Exxel Engineering, Inc.  
5252 Clyde Park Avenue, SW RE: 901 60th Street SW  
Grand Rapids, MI 49509 241428E 08/08/2024 kv  
P:\Projects\2024\241428\Drawings\241428.dwg-REZONE-jrco

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING  
PLANNING COMMISSION AT ITS REGULAR MEETING OF OCTOBER 15, 2024

PLANNING COMMISSION  
MEETING MINUTES OF SEPTEMBER 17, 2024  
CITY COUNCIL CHAMBERS  
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Lamer, Randall, Smart, Weller, VanDuren,  
Zapata

MEMBERS ABSENT: Micele

STAFF PRESENT: Hofert, Director of Community & Economic Development  
Smith, Assistant Director of Community and Economic  
Development  
Blair, Planner II  
Hyble, Planner I  
Zuniga, Recording Secretary

CALL TO ORDER

Vice chair Randall called the meeting to order at 7:00 PM.

A motion was made by Gilreath-Watts, supported by Smart, to excuse Randall and Weller.

APPROVAL OF MINUTES

The minutes of August 20, 2024 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Randall opened the public comment period for non-public hearing agenda items at 7:01 PM.

There was no public comment, and the public hearing was closed.

AGENDA ITEM NO. 1

Request for a rezoning from R-1 Residential District to I-3 Restricted Industrial District at 901  
60<sup>th</sup> St SW (Section 35) (Kevin Vreugdenhil, First Companies, Valley Property Holdings LLC).

Hofert explained that the site is zoned R-1 Residential District and outlined the various uses of the surrounding land.

Hofert shared that the applicant proposes to rezone this parcel to I-3 Restricted Industrial District. The industrial district to the west is primarily I-3 and the industrial parcels to the north are I-1 Light Industrial District. With adjacent residential parcels, the applicant requests a rezoning to I-3 Restricted Industrial District. The applicant intends to construct up to three industrial buildings between 40,000 and 140,000 square feet depending on market needs.

Hofert explained that the I-3 Industrial District is unique in its requirements, making it compatible to adjacent non-industrial districts. Hofert explained that the required setbacks are the largest of any industrial district, external storage of materials is not allowed, loading docks are prohibited to face the front yard, yard screening is required, and building materials are regulated. Hofert said 60<sup>th</sup> Ave is a Kent County all-season road that was built to support commercial truck traffic. The road has a capacity of 12,000 vehicles per day and current utilization is 1,700 vehicles per day.

**CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:**

Section 90-516(6) establishes general review standards for rezonings:

*(A) Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as Business Park, which calls for major employment centers and smaller scale industrial areas. In particular, it prioritizes design quality, freight access, traffic impacts, and parking supply as considerations for appropriate developments. The I-3 Restricted Industrial District requires enhanced landscaping, screening, and high-quality construction materials to enhance curb appeal and provide buffers between non-industrial uses.

*(B) Compatibility of the allowed uses with existing and future land uses;*

The I-3 Restricted Industrial District requires elements intended to buffer the impacts of industrial uses on nearby property owners. Much of the surrounding area is already industrial and the I-3 requirements should help to insulate nearby residential property owners from unsightly views.

*(C) Capability of the property to be served by public services;*

The property can be served by public services and utilities.

*(D) Ability of the property to be used as currently zoned; and*

The property is currently zoned R-1, but the majority of the parcels are vacant. Given the proximity to the nearby business parks and the future land use designation as business

park, it is unlikely that this property could be successfully developed as single-family residences. The property would be most likely to succeed as either industrial or as multi-family residential. In either scenario, the use would be clustered near the center of the site with buffers to nearby industrial or residential as appropriate.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.* Restricted Industrial permits light industrial uses, and industrial activities and storage occur within an enclosed building. Combined with the screening and building material standards, this makes the proposed uses appropriate for the location.

Hofert shared the following staff comments:

(A) *Dimensional Standards*

The lot exceeds the minimum lot area of 2.0 acres and the minimum lot width of 200 feet.

(B) *Process*

The Planning Commission is only considering the rezoning of this parcel. If approved, the rezoning will receive two readings at City Council. The applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- September 17 – Planning Commission considers rezoning request.
- October 7 – City Council hears the first reading of the rezoning request.
- November 4 – City Council hears the second reading of the rezoning request

Hofert said that the Development Review Team recommends the Planning Commission grant the I-3 rezoning request at 901 60<sup>th</sup> Street SW and recommend the same to City Council.

Randall opened the public hearing at 7:09 PM.

Mary VanDyke, 975 60<sup>th</sup> St SW spoke against the rezoning stating the property was zoned Residential to build houses and wondered why the City would now change their mind and want to rezone to Industrial knowing that there is a need for houses in Wyoming. VanDyke also noted the increased traffic volume on 60<sup>th</sup> St SW and how there are trucks/semis coming down from all the businesses on the west side. VanDyke referred to the city's sustainability principles and discussed how she believes residential is more appropriate.

Opal Denk, 966 60<sup>th</sup> St SW, Byron Center, spoke in opposition to the rezoning. Denk asked commissioners to deny the request. Denk stated they (the residents) don't want the additional noise, lights or traffic and stated that the promise of higher quality landscaping is too vague and mentioned the poor promise keeping from Penske. Denke also mentioned that they don't want an entrance/exit of a business on their street. Denke spoke to the owner/developer and asked them to consider a more gentle and friendly use for the land.

Samantha Neuhaus, 945 60<sup>th</sup> St SW, spoke against the rezoning. Neuhaus read a letter she had sent in to Planning Staff and mentioned concerns for increased traffic and destruction of wildlife natural habitat.

Catherine Lesko, 987 60<sup>th</sup> St SW, spoke against the rezoning. Lesko's expressed concern about the number of semis driving down 60<sup>th</sup> St SW and the entrance and exit of an industrial site being in between two homes. Lesko mentioned Penske as a bad example and how the lights from the semis glare into her home.

Tom Dumez, 956 60<sup>th</sup> St SW, Byron Center, spoke against the rezoning. Dumez's concerns are the increased traffic and requested a traffic study be done again. Dumez also spoke against the 60<sup>th</sup> St entrance for the industrial site.

Sandy Kas, 876 60<sup>th</sup> St SW, Byron Center, spoke against the rezoning. Kas has concerns of the trees being destroyed, and also the entrance on 60<sup>th</sup> St to the site. Kas stated the site should stay single family home since there is a great need for homes in the city.

Kalie Bothma, 906 60<sup>th</sup> St SW, Byron Center, spoke against the rezoning. Bothma stated the developer should focus on working with UPS to make their entrance/exit onto 58<sup>th</sup> St SW instead of 60<sup>th</sup> in between their homes.

Betty Verburg, 1055 60<sup>th</sup> St SW, spoke against the rezoning. Verburg stated her concerns with the number of semis driving down 60<sup>th</sup> St SW and the noise that comes with industrial sites.

Dale Kas, 876 60<sup>th</sup> St SW, Byron Center, spoke against the rezoning because of the number of semis and UPS trucks driving on 60<sup>th</sup> St SW. Kas stated truck traffic should be sent to Clyde Park Ave SW instead of 60<sup>th</sup> St SW.

The public hearing was closed at 7:34PM.

Randall asked developer/owner to come to podium.

Kevin Vreugdenhil, 3246 29<sup>th</sup> St, Grandville with First Companies spoke to commissioners and said the site was studied and they came to the conclusion that small industrial buildings would be the best use of the land.

A motion was made by VanDuren and supported by Smart to approve the rezoning of 901 60<sup>th</sup> St SW and recommend the same to City Council.

Weller spoke and said he had driven down the street and doesn't think it's fair to the neighbors that have been there for years to rezone the site. There is a shortage of residential and developer could come back with multi-family units which would also not be pleasing to neighbors. Weller

also asked Hofert in regards to adding signage on the road to only allow local truck traffic on 60<sup>th</sup> Street and stated he would not support the rezoning at this time.

Hofert responded that the City has worked with the County several times before and speed units have been put out in response to complaints about speeding. Hofert said 60<sup>th</sup> St SW is a county road and the City could reach out and ask about adding signage.

Smart asked developer if they had considered anything else for the site besides Industrial.

Vreugdenhil said, when they considered the best use for this location, the most appropriate was industrial.

Smart asked if they would consider multi-family use for the site.

Vreugdenhil responded that they have other multi family opportunities that have been stopped because of cost and that is not intended for this site.

Hall spoke and said the City's Master Plan already determined that neighborhood would become industrial, but he doesn't think the City and Planning Commission should be determining when that change would happen. Hall stated that the developer should take initiative and talk to the property owners so that way the property owners determine when the site becomes industrial. Hall stated his opposition to this proposal.

Randall spoke to staff and asked for them to describe a little more in detail the Master Plan process and the timeframe.

Hofert explained the Master Plan was approved in 2021 after working on it for more than 18 months. A draft went before Planning Commission and City Council and was reviewed and revised until it was adopted in March of 2021. Hofert said that throughout the process this area was continually marked as future business park looking at the uses of the surrounding land and also the plan that Byron Center had for the south side of 60<sup>th</sup> St SW.

Randall asked for the timeframe of the Master Plan.

Hofert responded that the Master Plan is reviewed every 5 to 10 years with the vision of a 10 to 30-year development pattern.

Smart spoke to staff and wanted to clarify that there was only one vacant home on the site.

Hofert explained that there are a couple of parcels, with one of them having a vacant home and the other parcels being vacant.

Randall asked staff and developer if any studies had been made of the wildlife in the area.

Hofert responded that there are often times concerns of wildlife when developing and unfortunately, there are limited studies available. Usually if there are wetlands EGLE will get involved, but Hofert was unsure if there are wetlands on this site. Wildlife does exist in our community and just not always in perfect alignment with development patterns.

Randall asked about the speed study that was done along 60<sup>th</sup> St.

Hofert responded that council had received complaints about the speed and the City had arranged to have a traffic unit registering speeds placed on the street. Staff also pulled traffic data as a part of this rezoning request review to see how many accidents were happening in that area. The data confirmed only two accidents since 2014.

Randall asked about the range of inquiries about the property.

Hofert explained that in the past developers with both industrial and multi-family backgrounds have been interested in the parcel. Multi-family would create more traffic as opposed to industrial. Hofert also mentioned the sewer capacity study that has identified several areas in the city with limited sewer capacity and that includes anywhere in the panhandle area. Any multi-family going in in this area would require additional studies to make sure the system wouldn't be compromised.

VanDuren asked Hofert to explain to audience the difference in traffic patterns with multi-family developments.

Hofert responded that there is a misunderstanding about traffic generation from multi-family and commercial and industrial uses. Commercial developments create the highest traffic volume. Multi-family developments have more in and out traffic at specific times of the day. Industrial users can generate the lowest volumes depending on their use. Hofert reiterated that a traffic study would provide better details.

Randall asked about the ingress and egress along 60<sup>th</sup> St.

Hofert responded that the ingress and egress plan could be highly scrutinized during site plan review. If Planning Commission requested the ingress and egress be put on Clyde Park or another avenue instead, Staff would work with the developer to make it a priority to review the options. Hofert stated that 60<sup>th</sup> was designed for commercial truck traffic and is an all-season road for trucks.

Commissioners Gilreath-Watts, Hall, Lamer, Smart and Weller voted no on the motion.

Commissioners Randall, VanDuren and Zapata voted yes on the motion.

Smith asked the commissioners who voted no to give their justifications for the record.

Gilreath-Watts voted no because the increased traffic poses more risk for the families in this neighborhood.

Hall voted no because he doesn't think the City should determine when the area becomes industrial.

Lamer voted no because the free market should be the answer and not the City.

Smart voted no because he agreed with Hall and Lamer.

Weller voted no because of detriment to long-term neighborhood and there is shortage of residential in the City.

#### AGENDA ITEM NO. 2

Request for a special land use for a Drive Through Restaurant at 1558 28<sup>th</sup> St SW (Section 14) (Lauren Schneider, Woolpert Inc., Tim Donut US Limited Inc).

Hyble explained that the site is zoned FBC-CE (Form Based Code Corridor Edge Area) and outlined the various uses of the surrounding land.

Hyble explained that the applicant is proposing a Popeye's drive through restaurant located within the existing building at 1558 28<sup>th</sup> Street SW. While the previous business utilized the property as a drive through restaurant, the building was vacant for over one year, meaning all previous special use approvals expired.

The applicant proposes remodeling the existing building with minor improvements to the parcel. The proposed improvements include renovating the building's façade, replacing the menu boards and directional signs, and updating the dumpster enclosure. The pylon sign will be replaced with a monument sign, to bring the property into conformance with Form Based Code standards. Additional landscaping is also proposed at the site.

Section 90-507(3) establishes general review standards for special approval uses:

*(a) The possible substantial and permanent adverse effect on neighboring property.*

The proposed use is not likely to adversely affect the neighboring properties, though the parcel size is considerably small. Drive through restaurants are common in commercial districts along major thoroughfares, and there are eleven existing drive through establishments along 28<sup>th</sup> Street SW within one mile of the proposed use. Due to the size of the parcel, the applicant will be working with Planning Staff to ensure directional signage will guide proper vehicle circulation.

Residential District to I-3 Restricted Industrial District:

**PARCEL NUMBER 41-17-35-476-009, AS SURVEYED:**

S 112 FT OF N 494.04 FT OF E 210.03 FT OF S 1/2 SE 1/4 SE 1/4 \* SEC 35 T6N R12W  
0.52 A.

Section 5. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

- (145) (a) To rezone the following described property at 5985 Clyde Park Avenue from R-1 Residential District to I-3 Restricted Industrial District:

**PARCEL NUMBER 41-17-35-476-010, AS SURVEYED:**

E 210 FT OF S 1/2 SE 1/4 SE 1/4 EX N 494.04 FT \* SEC 35 T6N R12W 0.50 A.

Section 6. That this ordinance shall take effect on \_\_\_\_\_, 2024.

Ordinance No. 14-24